



**ALASKA RAILROAD CORPORATION**  
**327 W. Ship Creek Ave.**  
**Anchorage, AK 99501**  
Phone 907-265-4467  
[HOPEM@AKRR.COM](mailto:HOPEM@AKRR.COM)

December 20, 2024

**REQUEST FOR PROPOSAL 24-81-212772**  
**BRIDGE G1.0 REPLACEMENT DESIGN SERVICES**

Response Requested,

This form must be completed and returned to ensure receipt of future addenda or additional information. Email this form to: [Hopem@akrr.com](mailto:Hopem@akrr.com). Addenda will be emailed to the contact listed below; however, it is the responsibility of the offeror to make sure they have received all addenda, and have acknowledged all addenda on their Proposal Bid Form.

**Firms that have not returned this cover sheet will not be informed of addenda and will only be alerted to addenda by checking with the ARRC procurement officer or by checking ARRC's internet site: [www.alaskarailroad.com](http://www.alaskarailroad.com). Offerors must acknowledge the receipt of all issued addendum on their Proposal Bid Form.**

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_



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December 20, 2024

## **REQUEST FOR PROPOSAL 24-81-212772**

### **BRIDGE G1.0 REPLACEMENT DESIGN SERVICES**

The Alaska Railroad Corporation (ARRC) is soliciting proposals from interested offerors for the following:

ARRC is requesting a contractor to assist with design and permitting through 30% design for the initial contract. It is anticipated that design services through construction may be negotiated and added a later time if funding and permitting are obtained.

#### **IMPORTANT**

Proposals will be received until **3:00 PM LOCAL TIME on Friday, January 10, 2025 via Dropbox.**

One electronic copy of your firm's Proposal must be submitted using Dropbox. Proposals shall be submitted to the Dropbox link <https://www.dropbox.com/request/KzEsD32yMgyluVzjq1en> by proposal due date/time. It is the offeror's responsibility to verify with the Contract Administrator that their proposal was received timely. If your firm has restrictions on Dropbox submittals, you must contact your Contract Administrator at least seven days prior to the proposal due date to discuss alternatives.

File naming convention shall be: Firm Name-RFP#-RFPName

**The original copy of your proposal will need to be mailed** to the address provided below by the proposal due date. The Dropbox submittal date/time will be used for the official receipt. Your proposal package (qualifications and proposals) must be complete.

Alaska Railroad Corporation  
Attn. Michele Hope, 2<sup>nd</sup> Floor  
327 W. Ship Creek Avenue  
Anchorage, Alaska 99501

Proposals received by email transmission will not be considered for award. Proposals shall be submitted on the forms furnished herein. Amendments or withdrawals must be received by ARRC's Contracts Section via Dropbox prior to the date and time listed above.

**Pre-Proposal Conference:** A pre-proposal conference will be held on December 30, 2024 at 9:30 AM local time via WebEx. You may attend the pre-proposal conference by one of the following:

- Paste the following link into your web browser.

<https://akrr.webex.com/akrr/j.php?MTID=m95df3dd75ae0f8a1a399c4d350f0c364>

- Join by meeting number

Meeting number (access code): 2495 210 4782

Meeting password: htQWXYM4M72

This is not a mandatory meeting, although interested firms are encouraged to participate. An Offeror's failure to attend the pre-proposal conference will in no way relieve the offeror of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this RFP.

The ARRC may award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the ARRC.

ARRC may reject any or all offers if such action is in the best interest of ARRC, and waives informalities and minor irregularities in offers received. ARRC may award a contract on the basis of initial offers without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Any contract resulting from this solicitation shall incorporate ARRC's Standard Terms and Conditions contained in this solicitation package.

This Request for Proposal is not to be construed as a commitment of any kind nor does it commit the ARRC to pay for any cost incurred in the submission of an offer or for any other cost incurred prior to the execution of a formal contract.

Please direct all questions concerning this Request for Proposals to Michele Hope, Alaska Railroad Corporation, Supply Management, 327 Ship Creek Avenue, Anchorage, AK 99501, telephone number (907) 265-4467.

## SOLICITATION INDEX

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- SECTION G GENERAL TERMS & CONDITIONS  
(PROFESSIONAL SERVICES CONTRACTS)
- SECTION H FEDERAL TERMS & CONDITIONS

### ATTACHMENTS:

Attachments can be downloaded from the following DropBox:

[https://www.dropbox.com/scl/fo/s9mjsa19494sswg9napv7/AO6jDfn144YdqIFPzzDDJ\\_4?rlkey=v6f1sxvy1tiqpiqgsq1ne1o2f&st=27ah0fe1&dl=0](https://www.dropbox.com/scl/fo/s9mjsa19494sswg9napv7/AO6jDfn144YdqIFPzzDDJ_4?rlkey=v6f1sxvy1tiqpiqgsq1ne1o2f&st=27ah0fe1&dl=0)

1. Comment and Response Log
2. ARRC PS&E Guidelines
3. ARRC Appendix E General Conditions (Construction) with Supplementary Conditions
4. FTA Construction Project Management Handbook-2016

The following folders have multiple files:

5. Record Drawings
6. Reports and Supporting Documentation

## SECTION A

### STATEMENT OF SERVICES

#### **1. Introduction and Background**

The Alaska Railroad Corporation (ARRC) is planning to replace Bridge G1.0. The current bridge is a 1940's era single span bridge made up of 1 – 123-foot Pony Truss and 2-14' Wood deck jump spans. This project is located in the Alaskan community of Fairbanks and spans across the Noyes Slough. This bridge supports both Fort Wainwright and Eielson AFB operations. Currently this bridge is not up to the industry standards involving higher track speed and weight.

The existing bridge has approached the end of its useful lifespan and has deteriorated to a point where the structure is no longer serviceable. The construction project is intended to replace the bridge and its applicable components as to renew this asset's state of good repair, and result in the bridge meeting current design criteria to assure serviceability for the next several decades, consistent with ARRC Standards.

Contractor shall provide design and permitting through 30% design for the initial contract. It is anticipated that design services through construction may be negotiated and added a later time if funding and permitting are obtained.

#### **2. Administrative Requirements**

The services within this contract will be phased. The initial contract will consist of Phase 1 services which will consist of preliminary engineering through the NEPA process (0-30%) as described in the Scope of Work.

ARRC reserves the right to negotiate and add Phase 2 services (60-95%) which will consist of final design through construction services; however, is not obligated to do so and may obtain these services by any other means including in-house forces.

##### **2.1 Notices to Proceed (NTP)**

The Contractor shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed. The Contractor shall not perform services or incur billable expense except as authorized by an NTP. An NTP may include limits or restrictions on allowable activities. ARRC will, in its sole discretion, refuse to pay for out of scope work or work outside an authorized NTP. Furthermore; work performed outside the approved timeline of this NTP may jeopardize the entire project's eligibility.

There is no guarantee that all tasks will be accomplished. The contract may terminate at any stage found to be in the Contracting Agency's best interest.

##### **2.2 Funding**

Phase 1 is funded through Alaska Rail Road Corporation funds. Phase 2 services, if awarded, may use federal grant funds.

ARRC currently has funding for Phase 1 Services; funding for Phase 2 services is contingent on the outcome of the NEPA process.

ARRC will not negotiate new pricing if the funding is not available by the expected dates established herein. Any mutual agreement between ARRC and the Contractor to continue with the project despite a delay in receiving funding shall maintain the cost for work included in the NTP.

## **2.3 References**

2.3.1 Unless noted otherwise herein, the 2020 edition of the Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction shall be referenced as the SSHC. Furthermore, unless explicitly noted, "Section" or "subsection" shall be in reference to the SSHC. The aforementioned reference manual can be found at:

<http://dot.alaska.gov/stwddes/dcspecs/assets/pdf/hwyspecs/sshc2020.pdf>

2.3.2 ARRC will provide the following files from the previously completed planning, design, surveying.

- Project Photos
- As-built plans
- Reports and Supporting Documentation

## **2.4 ARRC Provided Services**

2.4.1 For all work outlined herein, ARRC will provide access to the site, flagging protection for all on-site activities, and transportation of personal necessary to complete this work at no cost to the Contractor, unless otherwise indicated herein. If required, approved equipment will be loaded at locations approved by ARRC.

Flagging protection will not exceed ten (10) hours in a day or sixty (60) hours a week. Flagging time includes travel to and from the site. Minimum fourteen (14) days advance notice to schedule Flag Protection.

## **2.5 Deliverable Requirements**

2.5.1 For all submittals, the ARRC will provide review comments to the Designer within (14) business days, unless otherwise indicated herein. In addition to being reviewed by the ARRC, (when required) ARRC will provide relevant outside organizations with the submittals for comment and concurrence.

2.5.2 Quantity calculation information shall contain sufficient information to allow the quantity for each item to be checked by starting at the source document. Reference the source document(s) for each pay item. These documents shall be referenced to the applicable pay item.

2.5.3 No Contractor logos shall be allowed on any electronic or hard copy documents produced for the ARRC. The Contractor company name and address shall be placed at the beginning of each document and on each plan sheet in the same font and size as the standard text of that document. On each plan sheet place this information below the Engineer's seal.

### 2.5.4 Electronic Deliverables

For all drawing deliverables: provide all drawings in AutoDesk's .dwg format and include all dependencies. The transmitted .dwg drawings sheets must include XREF's and/or linework in the model space and layout tabs for each sheet with viewports and title blocks in a ready-to-plot format for AutoCAD Civil 3D. Include all dependencies of the drawing files, not limited to; .CTB files, .PC3 files, .SHX files, data shortcut files, XREF files, and background images. All dynamic design entities must be AutoCAD Civil 3D entities. Surfaces must be Triangular Irregular Networks (TIN) format. Alignments, corridors, profiles, profile views, section lines, cross section views, dynamic labels, drainage features, and grading entities, must all be AutoCAD Civil 3D entities in Civil 3D working format. Use data shortcuts

to link AutoCAD entities to the sheet drawings. Utilize a sheet set manager to keep order of sheets and allow quick plotting. Utilize the Alaska State Plane, Zone 4 coordinate system with U.S. Survey Feet for all design work. Transmit design files in a version of Autodesk not later than 2021 but no earlier than 2018. Publish drawing packages from the sheet set manager using the “eTransmit” command (in unbound form and including fonts) and deliver as a .ZIP file.

Provide all other deliverables, narratives, and/or letters in .PDF format and their native file extensions (i.e.: .docx, .pdf, .xlsx, etc.).

## **2.6 Project Staff**

Project Staff. All services must be performed by or under the direct supervision of the following individuals (replacement of, or addition to, the Project Staff named below shall be accomplished only by prior written approval from ARRC).

Name

Project Responsibilities

NAMES OF KEY STAFF WILL BE INSERTED FOR THE CONTRACT

### 2.6.1 Professional Registration

All reports, plans, specification, estimates and similar work products provided by the Contractor shall be prepared by or under the supervision of the Registered Alaskan Engineer or Land Surveyor in responsible charge for the services. These Engineers or Land Surveyors shall be currently registered in the State of Alaska and they shall sign, seal and certify as to the accuracy of each final work product for which they are responsible.

## **3. Scope of Work**

The Contractor shall provide design and permitting for the project. Project tasks include:

1. Replace the existing 3 span bridge made up of 1–123’ Pony Truss and 2-14’ Wood Decks jump spans
2. Replace the current structure with a 125’ Thru Plate Girder.
3. ARRC has already procured the 125’ Thru Plate for this replacement so the sub structure will need to be designed to accommodate the installation of this bridge.
4. Provide design for abutments and approaches. Replace the old wood frame open deck approach. Replace the wood framed approaches with fill material.
5. Provide new approach elevation, new proposed top of tie approx. +7”
6. Dead load checks to ensure replaced members meet the requirements of modern trains.
7. Minimize impacts to Noyes Slough, to surrounding areas, and the ARRC Right-of-Way. Bridge G1.0 over Noyes Slough in Fairbanks is in a tight area surrounded by businesses, roads, and utilities.
8. Bearing work for the new bridge
9. Design a Train man’s walkway for inspections on the new 125’ TPG bridge.

### Phase 1: Preliminary Engineering

The scope includes preliminary design activities up-to, and through, the FTA’s National Environmental Policy Act (NEPA) review process. This work includes, but is not limited to: preliminarily concept plan drafting and planning, preliminarily structural calculations, geotechnical investigations, cultural resources and wetlands studies, design survey (if necessary, *above that which has been provided*), permitting, and completing the FTA NEPA process.

## Phase 2: Final Engineering & Permitting (Not in Contract – NIC)

The scope includes engineering activities to bring the Project to a construction ready state, to include, but not limited to: finalizing civil, site design and structural plans; and finalizing project specifications, estimates and permits.

### **3.1 Phase 1 Preliminary Design:** (initial contract services)

The Contractor shall provide design assistance to develop up-to a 30% (*as defined in ARRC Engineering PS&E Submittal Guidelines*) plan set in accordance with the February 2016 edition of the Construction Project Management Handbook.

#### A-1 (Design: to and through NEPA, up-to 30%)

**Item Description.** Provide all labor, equipment, materials, and oversight to provide the levels of plan sets identified herein. The Designer shall utilize the following design constraints and parameters:

- The elevations of the tracks of the G Branch are controlled by the top of rail elevation at Bridge G1.0 (*i.e.: the tracks cannot be raised, or lowered more than which can safely be transitioned to the fixed and non-movable point*).
- Adhere to design requirements set forth in the most recent edition of American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual of Recommended Practice (MRE) and ARRC provided standard drawings for new construction.
- Seismic effects on railroad structures shall be evaluated using the three-level ground motion and performance criteria outlined in AREMA.

**Submittal 1 (A-1.1) (10-15% Plans)** – Produce a general site plan that includes, the structure and surrounding structures. The Contractor shall also provide the ARRC a general layout of all work limits for the construction of the new bridge structures, trainman’s walk, and any other associated work, including all associated support needs. The project layout should outline the Area of Potential Effects (APE) that is required to remove and replace all necessary existing facilities and shall include staging areas, runouts and project limits (*to include directional orientation and general configuration of proposed elements in relation to the bridge*). The APE figure shall not be under the cover of the Plan set. Potential options for staging areas may include, but are not limited to:

- 1) The 200’ ARRC ROW imminently North and West of the G1.0, if possible.
- 2) Parking lot behind Apartment Complex on the North East end of the bridge.

At this level, inform the ARRC of any potential NEPA or SHPO impacts that may affect the project. If impacts are anticipated, inform the ARRC of what additional survey or data acquisition must be collected to address the conditions of contention.

Additionally, the Contractor shall review all ARRC furnished data provided herein and provided adequate avalanche engineering to evaluate the owner provided avalanche flow study and make necessary determinations as to loading and design constraints.

Provide a list of all potential permits that may be required to perform the Work, as shown on the current level of plans and any mitigation efforts that may need to be implemented during construction. After



the ARRC has reviewed the list of potential permits required, the Contractor shall provide draft permit applications and/or agency letters required to obtain said permits and/or approvals.

Utilizing the survey data provided by the ARRC, the Contractor shall determine the controlling elevations for clearances as indicated herein.

Submit no more than three (3) concepts, in addition to a no-build alternative, for the proposed enhancement design concepts; clearly outlining one (1) concept as being the Contractor's preferred alternative with the remainder being design alternatives to the latter. Provide a matrix similar to the example transmitted with this RFP that evaluates, at a minimum, the following:

- Constructability;
- Compatibility;
- Durability
- Economics;
- Phase ability;
- Perceived Environmental Impacts;
- Functionality; and
- Maintenance and Operational Considerations

**Submittal 2 (A-1.2) (30% Plans, Draft NEPA Documentation)** – Respond to the ARRC's review comments from Submittal 1 in a format acceptable to the ARRC. An example comment and resolution log has been provided for the Contractor's use. Provide preliminary civil plans; design assumptions and calculations, and preliminary structural drawings; that adhere to the parameters outlined herein for the alternative chosen by the ARRC.

For the proposed structures that have, or may have in the future, the ability to impound storm-water within the limits of the project site provide drainage details with instruction on how to remove the water off-site in a manner that is in line with the regulatory agencies that govern where the discharge it so be made.

Also note if additional scour protection is required to mitigate hydraulic forces at each respective discharge location (*e.g.: riprap armoring, pre-cast concrete scour protection elements, etc.*).

For the preparation of the draft NEPA documentation, determine the level of analysis required to progress the Project through the FTA NEPA environmental review process. The Contractor shall recommend the level of analysis it believes best suits the Work at hand (*e.g.: CE, FONSI, or EIS*). Should the Contractor have reason to believe that a Categorical Exclusion determination (CE) cannot be made, advise the ARRC as soon as practicable. Prior to commencing work on any level of analysis in support of the FTA's NEPA review process, consult with the ARRC for concurrence. Inclusive to this Work shall be the generation of all required figures to support the level of analysis requested. Said figures may include, but are not limited to, the following: general site plan, area of potential effects, limits of work and the proximity to waterbodies. Upon approval and acceptance of the proposed environmental impacts by the ARRC, the Contractor shall revise the draft NEPA documents and their Plans to incorporate the impacts.

Provide a preliminary quantity take off for all materials required to perform the Work as shown on this level of the Plans. Indicate long-lead items that may adversely affect the project schedule.

Submit the Plans, preliminary design assumptions and calculations, and a preliminary structural drawing set for review.

**Submittal 3 (A-1.3) (Revised NEPA Documentation, Specifications, and Estimate)** – Respond to the ARRC’s review comments from Submittal 2. Update the preliminary civil plans; design assumptions and calculations, and preliminary structural drawings; as noted therein. Furthermore, revise and update the FTA NEPA documentation, to include any pertinent figures, per the ARRC’s comments.

Verify that the proposed structures, drainage features, and snow & ice impacts neither impact the movement of regularly scheduled train traffic in the area or are not practicable to construct. Furthermore, ensure maintenance and operational concerns are addressed.

If the ARRC concurs with all the revisions performed by the Contractor, ARRC Environmental will submit the NEPA review document to the review agencies. If not, the Contractor shall complete the revisions requested by the ARRC at this level.

The Contractor shall produce a cost estimate to implement all work shown under this submittal and shall utilize standard AKDOT&PF Pay Item Numbers as outlined in the latest revision of the Standard Specifications for Highway Construction (SSHC) as well as the ARRC Supplementary Conditions. For pay items that do not fit into the aforementioned, non-standard pay items may be created under a relevant Section of the SSHC.

The specifications for the work detailed in the Plans shall be based around those within the AKDOT&PF’s SSHC in conjunction with the ARRC Supplementary Conditions. For subsections that are to be adopted in whole, or partially, the Contractor is permitted to provide supplements to add, delete, or revise any portion of the subsection. For Pay Items that were created under relevant Sections of the SSHC (*i.e.: non-standard pay items*), the Contractor shall provide specifications in a format similar to those within the SSHC and the terms of the ARRC Supplementary Conditions.

The Contractor shall produce a cost estimate to implement all Work utilizing standard AKDOT&PF Pay Item Numbers as outlined in the SSHC in conjunction with the ARRC Supplementary Conditions, and produce draft construction specifications for the improvements, at this design level. For pay items that do not fit into the aforementioned, non-standard pay item may be created under a relevant Section of the SSHC. Specifications are to be provided under separate cover (*i.e.: they shall be independent of the Plans.*)

**Note:** Upon completion of the 30% plans and submission of the NEPA documents to FTA; it is expected that FTA may take up to ninety (90) days to review and approve said documents. No work will commence beyond the 30% design level until approval from the FTA has been received and ARRC has issued a NTP for Final Engineering and Permitting (Phase 2).

#### **A-2 (Environmental Compliance and Permitting)**

**Item Description.** Provide all labor, equipment, materials, and oversight to provide environmental compliance assistance to the ARRC to permit the Work shown in the 30% plan set produced under Item No. A-1. This work includes updating any permit applications, figures, narratives, and/or letters to allow an outside Contractor (*non-ARRC*) to complete the work in accordance with all governing agencies within the Project limits.

The Contractor shall verify that no additional permits are required to utilize the area shown in the area of potential effects figure produced under Item No. A-1.

**Deliverables.** Provide permitting figures and permit applications as defined in the deliverable requirements herein.

Submittal 1 (A-2.1) (BR G1.0 Draft Permit Package) – Provide the ARRC with a draft permit package assembled by the Contractor or their designated sub-contractor. Contractor is to revise, update, and/or verify its draft permit applications, figures, narratives, and letters to cover all Work, to include access within ARRC's Right-of-Way. This submittal shall be submitted concurrently with Submittal (A-1.3).

Submittal 2 (A-2.2) (BR G1.0 Final Draft Permit Package) – Respond to the ARRC's comments from Submittal 1, if applicable, and provide the ARRC with a final draft permit package.

Any work completed outside of the scope of Phase 1 shall be considered ineligible for reimbursement. Furthermore; work performed outside the approved timeline of the NTP for Phase 1 may jeopardize the entire project's eligibility under the terms of the FTA Grant.

### **3.2 Phase 2 Final Engineering and Permitting: (Not in Contract)**

**Item Description.** Provide all labor, equipment, materials, and oversight to provide design assistance to the Owner to develop a Ready-To-Advertise (*as defined in ARRC Engineering PS&E Submittal Guidelines*) PS&E package.

**Deliverables.** Provide plan sets as defined in the deliverable requirements herein.

Submittal 1 (B-1.1) (65% Civil, Mechanical, Electrical & Structural Plans) – Respond to the Owner's review comments stemming from the FTA's NEPA review process.

Advance the facility plans, drawings and design calculations as required and in accordance with the referenced 65% ARRC design standards.

Include a schedule of materials to include, but not limited to the quantities and weights of required: structural hardware, fasteners, structural steel shapes and/or assemblies, multi-plate units, ancillary items, overhead rock removal and/or anticipated undercut volumes.

In regards to the various project components including; Substructure, Superstructure and Trainman's walk, provide the Owner with separate drawing sheets, under separate covers (i.e.: independent of the overall design package). Depending on funding and other reasons, the multiple individual project components may, or may not be complete at the same time or under the same contract.

Provide all updated drawings, design assumptions and calculations, based on revised assumptions, parameters and perceived loading scenarios. Provide professional justification for assumptions, selections and project elements. Provide all design assumptions and calculations for the Owner's review for all aspects of the proposed improvements.

Submittal 2 (B-1.2) (95% Structural Plans) – Respond to the Owner's review comments from Submittal B-1.

If the Owner concurs with the Consultant's design assumptions and calculations, update the civil site sheets to include the substructures required to support the new superstructure. If the Owner does not concur, it will provide comments. Revise the design of the affected elements based on the updated design calculations.

Submittal 3 (B-1.3) (Final Plans) – Provide all labor, equipment, materials, and oversight to provide final structural and design

Submittal 4 (B-1.4) (BR G1.0 Final Permit Package) – Provide the Owner with updated permit packages assembled by the Consultant or their designated sub-contractor for the plans produced under this Pay Item. Consultant is to revise, update, and/or verify its permit applications, figures, narratives, and letters to cover all Work, to include access off the rail and within ARRC’s Right-of-Way. This submittal shall be submitted concurrently with Submittal (B-1.3).

**4. Schedule**

A-1 Design through NEPA, up to 30% Design	January 2025 - October 2025
A-2 Environmental Compliance and Permitting	August 2025 – October 2025
Phase 2	TBD

## SECTION B

### PROPOSAL INFORMATION, CONDITIONS & INSTRUCTIONS

#### 1. Pre-Submission Proposal Inquires

Offerors shall promptly notify ARRC of any ambiguity, inconsistency, conflict, or error which they may discover upon examination of the solicitation documents. Verbal inquiries regarding this RFP are not permitted. All inquiries must be made in writing and received at ARRC's offices 7 days prior to submission deadline. Written inquiries must be submitted to Michele Hope [hopem@akrr.com](mailto:hopen@akrr.com).

ARRC will respond to all or part of the written inquiries received through the issuance of a written Addendum to the RFP, if in the opinion of ARRC, such information is deemed necessary to submit proposals or if the lack of it would be prejudicial to other prospective Offerors. Oral and all other non-written responses, interpretations and clarifications shall not be legally effective or binding. Any Offeror who attempts to use or uses any means or method other than those set forth above to communicate with ARRC or any director, officer, employee or agent thereof, regarding this RFP shall be subject to disqualification.

#### 2. Proposal Submission Deadline

Proposals will be received until **3:00 PM LOCAL TIME on Friday, January 10, 2025 via Dropbox.**

One electronic copy of your firms Proposal must be submitted using Dropbox. Proposals shall be submitted to the Dropbox link <https://www.dropbox.com/request/KzEsD32yMqyluVzjq1en> by proposal due date/time. It is the offeror's responsibility to verify with the Contract Administrator that their proposal was received timely. If your firm has restrictions on Dropbox submittals you must contact your Contract Administrator at least 7 days prior to proposal due date to discuss alternatives.

File naming convention shall be: Firm Name-RFP#-RFPName

**The original copy of your proposal will need to be mailed to the address provided below by the proposal due date.** The Dropbox submittal date/time will be used for the official receipt. Your proposal package (qualifications and proposals) must be complete.

Alaska Railroad Corporation  
Attn. Michele Hope, 2<sup>nd</sup> Floor  
327 W. Ship Creek Avenue  
Anchorage, Alaska 99501

Proposals received by email transmission will not be considered for award. Proposals shall be submitted on the forms furnished herein. Amendments or withdrawals must be received by ARRC's Contracts Section via Dropbox prior to the date and time listed above.

Proposals received after the time and date set forth above shall be rejected. All proposals submitted in response to this solicitation must be signed by an individual with the legal authority to submit the offer on behalf of the company.

### **3. Proposal Open and Subject to Acceptance**

All proposals shall remain open and subject to acceptance by ARRC for ninety (90) days after the deadline for proposal submission.

### **4. Proposal Opening**

Proposals will be opened privately at ARRC's convenience on or after the proposal due date.

### **5. Reserved Rights**

In addition to other rights in this RFP, ARRC reserves, holds and may exercise at its sole discretion, the following rights and options:

- (a) To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP.
- (b) To issue additional or subsequent solicitations for proposals.
- (c) To conduct investigations of the Offerors and their proposals.
- (d) To clarify the information provided pursuant to this RFP.
- (e) To request additional evidence or documentation to support the information included in any proposal.
- (f) To reject any and all proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the proposal process for the RFP, if such rejection or waiver is deemed in the best interest of ARRC.
- (g) To award a contract or contracts resulting from this solicitation to the responsible Offeror whose proposal conforming to this solicitation will be most advantageous to ARRC.
- (h) To negotiate any rate/fee offered by a Offeror. ARRC shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Offeror does not accept ARRC's final offer, ARRC may, in its sole discretion, reject the proposal and start negotiations with the next highest ranked Offeror.
- (i) If an award is made and, prior to entering into a contract, subsequent information indicates that such award was not in the best interest of ARRC, ARRC may rescind the award without prior notice to Offerors and either award to another Offeror or reject all proposals or cancel the RFP.
- (k) To terminate the contractor at any point in the evaluation process or after award if the approved personnel become unavailable, are switched off project by the firm, or the qualifications are generally found to be inadequate. All personnel reassignments to and from the project will be approved by ARRC.

### **6. Proposal Costs**

Each Offeror shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and ARRC shall have no responsibility or liability whatsoever for any such costs and expenses. Neither ARRC nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, Offeror expressly waives (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

## 7. Taxes

Pursuant to AS 42.40.910, ARRC is exempt from all forms of state or local sales, property and other taxes. Accordingly, any Offeror who submits a proposal shall not include any such tax in any of its proposal prices or in any calculation thereof.

## 8. Proposal Format

Interested firms shall submit one electronic (soft copy) proposal, containing a statement of qualifications and a concise narrative that fully addresses each evaluation criteria. Proposals shall have a maximum of twenty (20) pages. Page count does NOT include the 2-page cover letter, or the questionnaire response.

A signed cover letter of a maximum two pages should introduce the proposed firm,

- summarize the main qualifications of the firm and verifying that the firm meets the minimum qualifications (item #14) and whether the firm qualifies for the Alaska Bidder/Offeror's Preference – if applicable dependent on funding (item #15)
- disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest
- provide a representative list of clients including addresses, contact names and phone numbers
- include any other information the Contractor deems will emphasize the Contractor's ability to successfully perform the services required and demonstrate why selection of Contractor would be advantageous to ARRC

**Important Instructions To be considered responsive, Offerors must submit the following with their proposal**

- a. **Service Bid Form (signed and with all addendum acknowledged)**
- b. **Section F Part VII - Verification and Acknowledgement signed and notarized**
- c. **Signed Item #25 of the Federal Terms & Conditions**

## 9. Capacity to Perform

Any Offeror considered for award as a result of this solicitation may be required to make assurance to the Contract Administrator concerning the Offeror's capacity and capability to perform. Previous contracts of a like nature, financial solvency, and other information may be requested of the considered Offeror. Failure to provide assurances requested in a timely manner may be cause for rejection of the Proposal.

## 10. Costs

Other direct costs (ODC) on contracts incurred shall be billed at cost. If travel is required, ARRC will be billed per diem for meals and incidentals using the current Department of Defense rate. Airfare will be billed at cost with coach airfare only, no first class or business class. Lodging must be reasonable. ARRC will not pay for alcohol, valet parking, or expenses it considers to be exorbitant.

## 11. Purchase Obligation

ARRC and responding firms expressly acknowledge and agree that ARRC has made no express or implied promises to expend any dollar amounts with respect to the services addressed by this RFP. By submitting a proposal in response to this RFP, each firm acknowledges and agrees that the provisions of this RFP, and/or any communication, statement, act or omission by representatives of ARRC

(including Contractors) in the selection process, shall not vest any right, privilege, or right of action in any Offeror.

## **12. Exceptions to Terms, Conditions and Specifications**

Any contract resulting from this solicitation shall incorporate the General Terms and Conditions contained in this solicitation package. Each Offeror shall indicate all exceptions to terms, conditions, and specifications of this solicitation individually in its proposal. Exceptions received or placed after the proposal submission date will be considered as counter offers and as such will render the entire proposal non-responsive.

## **13. Public Information**

All submitted proposals will be considered confidential until notice of intent to award is issued. After notice of intent to award is issued, all proposals will become public information.

## **14. Qualifications of Offerors**

### Minimum Qualifications:

Offeror must have minimum of 5 years' experience providing the services similar in scope and size of this project.

### General Qualifications:

Offerors will be evaluated by ARRC based upon their experience in performing the services requested, financial stability, appropriate personnel, responsiveness, technical knowledge and general organization. ARRC reserves the right to take any actions it deems necessary to determine if Offerors have the ability to perform the services outlined in the Scope of Work in a satisfactory manner. Such actions will include an evaluation of the Offeror's qualifications and references prior to Contract Award. Offerors may be disqualified, and their Proposals rejected, for any reason deemed appropriate by ARRC including, but not limited to, the following:

- (a) Evidence of collusion between an Offeror and any other Offeror(s).
- (b) An unsatisfactory performance record on prior projects for ARRC, or any other organization.
- (c) The appearance of financial instability (in the opinion of ARRC) and/or evidence that Offeror may not be financially able to complete the work required by the Scope of Work in a satisfactory manner.
- (d) If Offeror has failed to complete one or more public contracts in the past.
- (e) If Offeror has been convicted of a crime arising from previous public contracts.
- (f) If Offeror is not authorized to perform work in the State of Alaska.

## **15. Alaska Bidder's Preference – (Not Applicable – Federally funded project)**

## **16. Contract Period**

Phase 1 of the contract shall be effective from contract execution and shall be complete by October 31, 2025. Phase 2 services, if awarded, is contingent on the outcome of the NEPA process.



## **SECTION C**

### **PROPOSAL FORMAT AND CONTENT**

Alaska Railroad Corporation (ARRC) is requesting proposals from interested firms qualified to perform the work described in the Scope of Services. This is intended to be an unbiased evaluation. ARRC reserves the right to determine that proposed services will meet ARRC requirements. ARRC reserves the right to withdraw this RFP, reject any and all proposals, advertise for new proposals, or accomplish the work by other means including issuing only some of the tasks defined in the Scope of Services above, that ARRC in its sole discretion, determines to be in its best interest. ARRC may request additional information from any firm to make a proposal responsive to this RFP or otherwise obtain clarification or additional information that ARRC, in its sole discretion, deems necessary to analyze and compare proposals.

Proposals must be complete as to the requested information.

Failure to follow this format in a proposal or failure to include complete information as requested will result in a lower score and may result in rejection of the proposal.

Prepare a distinct Response for each criterion. Failure to respond directly to any criteria will result in an evaluation score of zero for that criteria. Acceptable Responses must be specific and directly related to the proposed Statement of Services. Marketing brochures, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.

Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Section D, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.

## SECTION D

### EVALUATION CRITERIA

The selection of a firm to perform the requested services will be made in accordance with Section E. Proposals will be evaluated on the basis of advantages and disadvantages to ARRC using the criteria described in this Section.

ARRC reserves the right to select the top ranked firm based solely on the scoring of the written proposals and to enter directly into negotiations with said firm. However, at its sole discretion, ARRC may require the highest ranked firms to make an oral presentation to the evaluation committee. In this event, oral presentations will be scheduled and held via video conference. The selected firms will have an opportunity to summarize the information provided in their written proposals, expand on their capabilities, experience and proposed approach and work plan and answer questions from the selection committee. It is important that the primary individuals servicing the contract are present for this presentation. Scores obtained in the initial phase will not carry over to the presentation phase. Upon completion of the oral presentations, the evaluation committee will review the material presented and determine a ranking order for the firms interviewed.

#### DESCRIPTION

#### WEIGHT

##### 1. Objectives and Services

1. Weight: 5

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response. These are design services for a construction project, express any opinions regarding alternative design considerations that could impact construction costs.

##### 2. Methods

2. Weight: 35

Response must outline the methods for accomplishing the proposed contract. Describe what, when, where, how, and in what sequence the work will be done. Address how the contractor plans to create a design that is based on sound engineering principles and considers economic constraints and violability. Address how proximity to the Project site, *particular* geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might *specifically* contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

##### 3. Management

3. Weight: 5

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect, Engineer, Land Surveyor or Landscape Architect, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the ARRC may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, *in proximity to the Contracting Agency's office*, and how communications will be maintained between your Project Staff, the ARRC, and (as applicable) any other government agencies or the public.

**4. Proposed Project Staff****4. Weight: 25**

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Structural Engineering \*
4. Civil Engineering \*

\*All personnel acting in responsible charge for all Architectural, Engineering, Land Surveying, and Landscape Architecture functions require an Alaska Registration and must be identified in your proposal.

Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

**5. Workload and Resources****5. Weight: 15**

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required.

Briefly address capabilities for providing additional services and/or services under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

**6. Past Performance & Quality Control****6. Weight: 15**

Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. ARRC reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

Include in your response a description of your firm's quality control process and how this process has affected the quality of your deliverables. Use specific examples.

**CONTRACT AWARD**

Once ranking has been established, ARRC will begin negotiations with the highest ranked firm. If an agreement cannot be reached on contract terms, negotiations will be terminated, and negotiations will be conducted with the next highest ranked firm, until an agreement is reached, or until ARRC exercises its right to cancel the solicitation.

## SECTION E

### SELECTION PROCESS

#### Evaluation of Proposals

Proposals will be evaluated by a committee. Evaluation of responses to criteria set forth in Section D results in a numerical score for each proposal. Each criterion has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.

1. Scoring of proposals will be accomplished as follows:

1.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Section D - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the ARRC's Instructions for Evaluation Committee. Except as may be stated within any criterion description, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.

1.2 After completion of individual ratings, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Section D.

1.3 After scoring Section D - Technical Proposal, criteria scores - Cost (if applicable), will be calculated based on criteria descriptions.

1.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Section D. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.

2. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:

2.1 Provide written recommendations for consideration during contract negotiations;

2.2 Conduct discussions in accordance with paragraph 3, below.

3. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Section D.

4. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

**SECTION F**

**CONTRACTOR RESPONSIBILITY QUESTIONNAIRE**

**PART I - INSTRUCTIONS**

1. All Bidders/Offerors submitting a Bid/Proposal for federally funded contracts are to complete and submit all Parts of this Questionnaire with their Bid or Proposal. Failure to complete and return this questionnaire, any false statements, or failure to answer question when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. All information must be legible.
2. Please state "not applicable" in questions clearly not applicable to Bidder/Offeror in connection with this solicitation. Do not omit any question.
3. The completed Questionnaire must be sworn to by a partner (if partnership), a duly authorized officer or individual (if a corporation or LLC), or a principal (if a sole proprietorship).
4. The term "Offeror" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".
5. ARRC reserves the right to inquire further with respect to Offeror's responses; and Offeror consents to such further inquiry and agrees to furnish all relevant documents and information as requested by ARRC. Any response to this document prior or subsequent to Offeror's Proposal which is or may be construed as unfavorable to Offeror will not necessarily automatically result in a negative finding on the question of Offeror's responsibility or a decision to terminate the contract if it is awarded to Offeror.

**PART II - IDENTITY OF OFFEROR**

1. Offeror's Full Legal Name: \_\_\_\_\_
2. The Offeror represents that it operates as the following form of legal entity: (Check whichever applies and fill in any appropriate blanks.)
  - an individual or sole proprietorship
  - a general partnership
  - a limited partnership
  - a joint venture consisting of: \_\_\_\_\_  
and \_\_\_\_\_  
(List all joint ventures on a separate sheet if this space is inadequate.)
  - a non-profit organization
  - a corporation organized or incorporated under the laws of the following state or country: \_\_\_\_\_  
on the following date: \_\_\_\_\_
  - a limited liability company organized under the laws of the following state or country: \_\_\_\_\_  
on the following date: \_\_\_\_\_
3. Offeror's federal taxpayer identification number: \_\_\_\_\_
4. Offeror's Alaska business license number: \_\_\_\_\_
5. Offeror's contractor's license number (for construction only): \_\_\_\_\_

6. Offeror's legal address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

7. Offeror's local or authorized point of contract address:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

8. How long has the Offeror been in business? \_\_\_\_\_

9. Has Offeror been in business under another name? If so, identify name and dates used.

\_\_\_\_\_  
\_\_\_\_\_

10. Does your firm consider itself to be an MBE, WBE or DBE?

YES  NO

If answer is "YES," attach a copy of certification.

11. Number of employees: \_\_\_\_\_ including \_\_\_\_\_ employees in the State of Alaska.

### **PART III - CONTRACTING HISTORY**

1. Has the Offeror been awarded any contracts within the last five years by ARRC, the State of Alaska, or any other public entity for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No". If yes, on a separate sheet of paper describe those contracts beginning with the most recent. State the name of the contracting entity; give a brief description of the contract and the contract number, the dollar amount at award and at completion, date completed; state the contract period, the status of the contract, and the name, address, and telephone number of a contact person at the agency. Indicate if award was made to Offeror as prime contractor or joint venture. Offeror need not provide more than three such descriptions.

YES  NO

2. Has the Offeror been awarded any private sector contracts within the last five years for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No." If yes, on a separate sheet of paper provide the name and address of the contracting entity, a brief description of work, the dollar amount at award and at completion, date completed, status of the contract and name, address and telephone number of contact person as to each, beginning with the most recent. Indicate if Offeror acted as prime contractor or joint venture. Offerors need not provide more than three such descriptions.

YES  NO

**NOTE: ANY "YES" ANSWERS TO #3 BELOW MUST BE FULLY EXPLAINED ON A SEPARATE SHEET OF PAPER AND ATTACHED TO THIS QUESTIONNAIRE.**

3. In the past five years has the Offeror been the subject of any of the following actions?
- A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?  
YES  NO
  - B. Failed to complete a contract for a public or private entity?  
YES  NO
  - C. Been denied a low-bid contract in spite of being the low bidder?  
YES  NO
  - D. Had a contract terminated for any reason, including default?  
YES  NO
  - E. Had liquidated damages assessed against it during or after completion of a contract?  
YES  NO
  - F. Been a defaulter, as principal, surety or otherwise?  
YES  NO
  - G. Been denied an award of a public contract based upon a finding by a public agency that your company was not a responsible contractor?  
YES  NO
  - H. A public entity requested or required enforcement of any of its rights under a surety agreement on the basis of your company's default or in lieu of declaring your company in default?  
YES  NO
  - I. Been denied a performance or payment bond by a surety company?  
YES  NO
  - J. Been required to pay back wages and/or penalties for failure to comply with state or federal prevailing wage or overtime laws?  
YES  NO
4. Does Offeror currently possess the financial, organizational, technical, equipment, facilities, and other resources necessary to supply the goods or services sought by this solicitation? If no, on a separate sheet of paper describe how you intend to obtain the resources necessary to supply the goods or services sought by this solicitation.  
YES  NO
5. Does Offeror have any present or anticipated commitments and/or contractual obligations that might impact its ability to meet the required delivery or performance requirements of this solicitation? If yes, on a separate sheet of paper describe any apparent conflicts as between the requirements/commitments for this solicitation with respect to the use of Offeror's resources, such as management, technical expertise, financing, facilities, equipment, etc.  
YES  NO

## **PART IV-CIVIL ACTIONS**

If “Yes” to Parts IV or V, provide details on a separate sheet of paper including a brief summary of cause(s) of action; indicate if Offeror, its principals, officers or partners were plaintiffs or defendants; define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens. Complete details are required!

1. Violations Of Civil Law. In the past five years has Offeror, any of its principals, officers or partners been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?

YES  NO

2. Lawsuits With Public Agencies. At the present time is, or during the past five years has Offeror, any of its principals, officers or partners been a plaintiff or defendant in any lawsuit or arbitration regarding services or goods provided to a public agency?

YES  NO

3. Bankruptcy. During the past five years, has the Offeror filed for bankruptcy or reorganization under the bankruptcy laws?

YES  NO

4. Judgments, Liens And Claims. During the past five years, has the Offeror been the subject of a judgment, lien or claim of \$25,000 or more by a subcontractor or supplier?

YES  NO

5. Tax Liens. During the past five years, has the Offeror been the subject of a tax lien by federal, state or any other tax authority?

YES  NO

## **PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS**

1. Criminal: In the past five years has the Offeror, any of its principals, officers, or partners been convicted or currently charged with any of the following:

A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?

YES  NO

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?

YES  NO

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

YES  NO

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?

YES  NO



E. Non-compliance with the prevailing wage requirements of the State of Alaska or similar laws of any other state?

YES  NO

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

YES  NO

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?

YES  NO

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

YES  NO

I. Do any principals, officers or partners in Offeror's company have any felony charges pending against them that were filed either before, during, or after their employment with the Offeror?

YES  NO

2. Regulatory Compliance. In the past five years, has Offeror or any of its principals, officers or partners:

A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?

YES  NO

B. Been cited and assessed penalties for an OSHA or Alaska/OSHA "serious violation"?

YES  NO

C. Been cited for a violation of federal, state or local environmental laws or regulations?

YES  NO

D. Failed to comply with Alaska corporate registration, federal, state or local licensing requirements?

YES  NO

E. Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of Alaska?

YES  NO

#### **PART VI-FINANCIAL**

**Copies of the following documents are to be submitted with this Questionnaire:**

1. Offeror's current Alaska Business License, if required by state law.

2. Offeror's Financial Statements may be requested:

A. PUBLICLY TRADED COMPANIES: Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the Offeror.

B. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years **may be requested.**

**NOTE: ARRC reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Offeror will provide to ARRC if awarded a contract. All financial information provided is considered confidential and not subject to public disclosure under Alaska law.**

**PART VII -VERIFICATION AND ACKNOWLEDGMENT**

The undersigned recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing ARRC to award a contract, or to allow Offeror to participate in ARRC projects as contractor, subcontractor, vendor, supplier, or Contractor. The undersigned has read and understands the instructions for completing this Questionnaire.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, (printed name) \_\_\_\_\_, being first duly sworn, state that I am the (title) \_\_\_\_\_ of Offeror. I certify that I have read and understood the questions contained in the attached Questionnaire, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Questionnaire is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the Questionnaire will result in denial or termination of a contract.

I authorize ARRC to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the Questionnaire or to develop other information deemed relevant by ARRC.

\_\_\_\_\_  
Signature of Certifying Individual

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTICE TO OFFERORS**

**A material false statement, omission or fraudulent inducement made in connection with this Questionnaire is sufficient cause for denial of a contract award or revocation of a prior contract award, thereby precluding the Offeror from doing business with, or performing work for ARRC, either as a vendor, prime contractor, subcontractor, Contractor or subContractor for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges under applicable state and/or federal law.**



## SECTION G

### GENERAL TERMS AND CONDITIONS (Professional Service Contracts) (Revised 3/4/08)

The following terms and conditions supersede the terms and conditions on the reverse side of ARRC's purchase order to the extent that they are inconsistent therewith and shall be deemed to have the same force and effect as though expressly stated in any such purchase order into which this document is incorporated.

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

"Contractor" shall mean the person or entity entering into the contract to perform the work or services specified therein for ARRC.

"Contract" shall mean these General Terms and Conditions, the contract form to which they are annexed, and all other terms, conditions, schedules, appendices or other documents attached to the contract form or incorporated by reference therein.

"Services" shall mean any work, direction of work, technical information, technical consulting or other services, including but not limited to design services, analytical services, consulting services, construction management services, engineering services, quality assurance and other specialized services furnished by Contractor to ARRC under the contract.

2. Inspection and Reports. ARRC may inspect all of the Contractor's facilities and activities under this contract in accordance with the provisions of ARRC Procurement Rule 1600.9. The Contractor shall make progress and other reports in the manner and at the times ARRC reasonably requires.

3. Claims. Any claim by Contractor for additional compensation or equitable adjustment arising under this contract which is not disposed of by mutual agreement must be made by Contractor in accordance with the time limits and procedures specified in sections 1800.12 et seq. of ARRC's Procurement Rules, which by this reference are hereby incorporated herein.

4. Nondiscrimination.

4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental handicap, sex, marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the positions do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. To the extent required by law, the Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, physical or mental handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor shall cooperate fully with ARRC efforts which seek to deal with the problem of unlawful discrimination, and with all other ARRC efforts to guarantee fair employment

practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.3 Full cooperation in Paragraph 4.2 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.4 Failure to perform under this section constitutes a material breach of the contract.

## 5. Cancellation/Termination.

5.1 ARRC may, for its sole convenience, cancel this contract in whole or in part, at any time by giving written notice of its intention to do so. In the event of such cancellation, Contractor shall be entitled to receive payment in accordance with the payment provisions of this contract for services rendered or charges incurred prior to the effective date of termination. Contractor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. In no event shall ARRC be liable for unabsorbed overhead or anticipatory profit on unperformed services.

5.2 In addition to ARRC's right to cancel this contract for its convenience, ARRC may, by written notice of default to Contractor, terminate the contract in whole or in part in the following circumstances:

(1) The Contractor refuses or fails to perform its obligations under the contract, or fails to make progress so as to significantly endanger timely completion or performance of the contract in accordance with its terms, and Contractor does not cure such default within a period of ten (10) days after receipt of written notice of default from ARRC or within such additional cure period as ARRC may authorize; or

(2) Reasonable grounds for insecurity arise with respect to Contractor's expected performance and Contractor fails to furnish adequate assurance of due performance (including assurance of performance in accordance with the time requirements of the contract) within ten (10) days after receipt of a written request by ARRC for adequate assurance; or

(3) Contractor becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

5.3 Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all service and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to ARRC all reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or in process, accumulated by Contractor in performance of the contract. In the event of termination for default, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the amount to be paid on this contract exceeds the expense of finishing the work, compensation for additional managerial and administrative services and such other costs and damages

as ARRC may suffer as a result of Contractor's default, such excess shall be paid to Contractor. If such expense, compensation, costs and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the differences to ARRC. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. No Assignment or Delegation. The Contractor may not assign, subcontract or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the prior written consent of ARRC. The hiring or use of outside services, subcontractors or Contractors in connection with the work shall not be permitted without the prior written approval of ARRC. No such approval shall relieve Contractor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Contractor's relationship to ARRC in performing this contract is that of an independent contractor and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The personnel performing services under this contract shall at all times be under Contractor's exclusive direction and control and shall be employees of the Contractor, and not of ARRC.

8. Payment of Taxes. As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by ARRC under this contract.

9. Ownership of Work Product. Except for items that have preexisting copyrights, all exhibits, drawings, plans, specifications, notes, reports, data, recommendations, artwork, memoranda and any other information prepared or furnished by Contractor to ARRC in the performance of this contract (collectively "Work Product") shall become the property of ARRC and may be used by ARRC for any other purpose without additional compensation to the Contractor. Contractor hereby grants ARRC an irrevocable, perpetual, royalty-free, fully assignable license (with full sublicense rights) to use all proprietary and confidential information and other intellectual property that may be incorporated into any of Contractor's Work Product for ARRC. Should ARRC elect to reuse said Work Product, ARRC shall indemnify, hold harmless and defend Contractor and its subcontractors against any damages or liabilities arising from said reuse. When Work Product produced by the Contractor and its Subcontractors under this Contract are reused by ARRC, the Contractor's and Subcontractor's signatures, professional seals, and dates shall be removed. If such Work Product requires professional signature and seal, it will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for the new project for which such Work Product is being reused.

Contractor hereby represents and warrants to and for the benefit of ARRC and its successors and assigns that no part of its work product for ARRC will infringe any patent rights or copyrights or utilize any proprietary, confidential or trade secret information or other intellectual property for which Contractor does not have the unqualified right to grant ARRC the license and sublicensing rights referred to above. Contractor shall defend, indemnify and hold harmless ARRC, its successors and assigns, and their respective representatives, agents and employees from and against, any and all claims, defenses, obligations and liabilities which they may have or acquire under or with respect to any patent, copyright, trade secret, proprietary or confidential information, or any other form of intellectual property that may be asserted by Contractor or any other person which arises out of, results from or is based upon the manufacture, use or sale by ARRC or any of its successors or assigns of any of Contractor's work product for ARRC. ARRC shall have the right to select its legal counsel and control its defense in any litigation resulting from any such claim.

10. Governing Law. This contract, and all questions concerning the capacity of the parties, execution, validity (or invalidity) and performance of this contract, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska.

11. Alaska Executive Branch Ethics Act Requirements. No officer or employee of the State of Alaska or of the ARRC and no director of the ARRC or legislator of the state shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could be a violation of Alaska Statute 39.52 et seq. Contractor shall not make or receive any payments, gifts, favors, entertainment, trips, secret commissions, or hidden gratuities for the purpose of securing preferential treatment or action from or to any party. This obligation will apply to the activities of Contractor's employees and agents in their relations with ARRC employees, their families, vendors, subcontractors, and third parties arising from this contract and in accomplishing work hereunder. Certain gratuities may be given or accepted if:

- (1) there is no violation of any law or generally accepted ethical standards;
- (2) the gratuity is given as a courtesy for a courtesy received and does not result in any preferential treatment or action;
- (3) the gratuity is of limited value (less than \$150) and could not be construed as a bribe, payoff or deal; and
- (4) public disclosure would not embarrass ARRC.

ARRC may cancel this contract without penalty or obligation in the event Contractor or its employees violate the provisions of this section.

12. Non-Disclosure of Confidential Information. Contractor acknowledges and agrees that for and during the entire term of this contract, any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor pursuant to the performance of this contract shall be considered and kept as the private, confidential and privileged records of ARRC and will not be divulged to any person, firm, corporation, regulatory agency or any other entity except upon the prior written consent of ARRC. Furthermore, upon termination of this contract, Contractor agrees that it will continue to treat as private, privileged and confidential any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor during the term of the contract and will not release any such information to any person, firm, corporation, regulatory agency or any other entity, either by statement, deposition or as a witness except upon the express written authority of ARRC. ARRC shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

Contractor's agreement of non-disclosure as specified in this section applies except to the extent required for (1) performance of services under this contract; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare (so long as Contractor has given ARRC prior notice of the potential hazard and ARRC has had a reasonable opportunity to correct the hazard prior to disclosure); (3) compliance with a court order or subpoena directed against Contractor (so long as Contractor has given ARRC prior notice of such and ARRC has had an opportunity to contest the same in a court of law); or (4) Contractor's defense against claims arising from performance of services under this contract.

13. Covenant Against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any person, company, individual, or firm any commission, gift, percentage, fee, contingent upon or resulting from the award or making of this contract. For the breach or violation of this warranty, ARRC may terminate this contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of the commission, percentage, gift, or fee.



14. Standard of Performance. Contractor shall perform its services with care, skill and diligence in accordance with normally accepted industry standards and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications and other items and services furnished under this Contract. Contractor shall comply with all applicable federal, state and local laws and ordinances, codes, and regulations in performing its services. If any failure to meet the foregoing standard of performance appears within one (1) year after the services are accepted by ARRC, Contractor shall, at a minimum, re-perform the work at no cost to ARRC and shall reimburse ARRC for any additional costs that may be incurred by ARRC or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to re-perform the work, or if ARRC determines that Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, ARRC may correct such unsatisfactory work itself or by the use of third parties and charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

15. Warranty. In the event Contractor supplies equipment, goods, materials or other supplies in addition to services under this contract, Contractor warrants that said items: (a) shall be of good quality and free from all defects and deficiencies in workmanship, material and design; (b) shall be fit, suitable and operate successfully for their intended purpose; (c) shall be new; (d) shall be free from all liens, claims, demands, encumbrances and other defects in title; and (e) shall conform to the specifications, if any, stated in the contract. Contractor shall honor all guarantees and warranties offered by the manufacturer of the equipment, goods, materials or other supplies provided under this contract. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

16. Indemnification. Contractor shall defend, indemnify and hold ARRC harmless from and against all claims and actions asserted by a third party (or parties) and related damages, losses and expenses, including attorney's fees, arising out of or resulting from the services performed or neglected to be performed by Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this contract and caused by any error, omission or negligent act, provided that Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the independent negligence of ARRC. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of ARRC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than ARRC's selection, administration, monitoring, or controlling contractor and in approving or accepting Contractor's work.

17. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, ARRC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the ARRC contracting officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

17.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, worker's compensation insurance as required by applicable law. The Contractor shall be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.

17.2 Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17.4 Professional Liability (E&O) Insurance: Covering all errors, omissions or negligent acts of the Contractor, its subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to ARRC. Limits required are per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$ 500,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$1,000,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$2,000,000 per Occurrence/Annual Aggregate
Over \$1,000,000	Negotiable-Refer to Risk Management

18. ARRC's Rights Not Waived by Payment. No payment made by ARRC shall be considered as acceptance of satisfactory performance of Contractor's obligations under this contract. Nor shall any payment be construed as acceptance of substandard or defective work or as relieving Contractor from its full responsibility under the contract.

19. Nonwaiver. A party's failure or delay to insist upon strict performance of any of the provisions of this contract, to exercise any rights or remedies provided by this contract or by law, or to notify the other party of any breach of or default under this contract shall not release or relieve the breaching or defaulting party from any of its obligations or warranties under this contract and shall not be deemed a waiver of any right to insist upon strict performance of this contract or any of the rights or remedies as to any subject matter contained herein; nor shall any purported oral modification or rescission of this contract operate as a waiver of any of the provisions of this contract. The rights and remedies set forth in any provision of this Agreement are in addition to any other rights or remedies afforded the non-breaching or non-defaulting party by any other provisions of this contract, or by law.

20. Savings Clause. If any one or more of the provisions contained in the contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Headings. The headings of sections and paragraphs of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

22. Forum Selection. The parties shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of the contract, to recover damages for breach or default under the contract, or otherwise arising under or by reason of the contract, other than in the courts of the State of Alaska for the Third Judicial District at Anchorage. The parties hereby irrevocably consent to the jurisdiction of said courts.

23. Conflict of Interest. Contractor shall act to prevent any actions or conditions which could result in a conflict with ARRC's best interests. This obligation shall apply to the activities of Contractor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.
24. Publicity. Contractor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and/or services furnished under this contract without the prior written consent of the ARRC.
25. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Contractor in accordance with the provisions of ARRC Procurement Rule 1600.10.
26. Internal Controls and Record Keeping. Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.
27. Force Majeure. Neither ARRC nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1) notice and reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term "force majeure" shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.
28. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.
29. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.
30. Set Off. If ARRC has any claim against the Contractor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming due under this contract.
31. Observance of Rules. The contractor's personnel performing work or services hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work.
32. No Third-Party Beneficiary Rights. No provision of this contract shall in any way inure to the benefit of any third parties (including the public at large) so as to constitute any such person a third-party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
33. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both ARRC and the Contractor.

34. Key Personnel Changes. Contractor shall secure prior written approval from ARRC for any changes of key personnel assigned to perform services under this contract. ARRC reserves the right to reject any of Contractor's employees whose qualifications and/or experience in ARRC's good faith and reasonable judgment do not meet the standards necessary for the performance of the services required under this contract.

35. Reasonable Best Efforts. Subject to the terms and conditions herein provided, Contractor agrees to use all commercially reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to complete the work contemplated by this Agreement.

**SECTION H**  
**REQUIRED CONTRACT PROVISIONS**  
**FOR**  
**FEDERAL-AID CONTRACTS**  
**[Revised March 21, 2023]**