REQUEST FOR PROPOSAL 16-16-205043

Unified Technology Services
On An As Needed Basis

Response Requested,

This form must be completed and returned to ensure receipt of future addenda or additional information. Fax this form to (907) 265-2439 or email to: BatesT@akrr.com. All addenda will be forwarded to the contact name and number listed below.

A pre-offer conference will be held on August 17, 2016 at 9:00 a.m. (Alaska Time) in the Alaska Railroad Corporation’s Jim Blasingame Board Room located on the third floor at 327 Ship Creek Avenue, Anchorage, Alaska 99501. Should your firm need, a conference line is available at (907) 265-2348. The pre-offer conference shall be used to discuss concerns and answer questions of Proposers in regards to this Request for Proposals. It is not mandatory that Proposers attend the pre-offer conference. However, it is advised that all interested Proposers attend.

Firms that have not returned this cover sheet will not be informed of addendums and will only be alerted to addendums by checking with the ARRC procurement officer or by checking ARRC’s internet site: www.alaskarailroad.com, select Suppliers and then Solicitations. Bidders must acknowledge the receipt of all issued addendums in their proposal/bid submittal.

Company

Address

Contact

Phone

Fax

Email

Website: www.alaskarailroad.com
REQUEST FOR PROPOSALS

16-16-205043

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

Unified Technology Services
On An As Needed Basis

Sealed offers in one (1) marked original and three (3) copies will be received until 3:00 pm local time, August 25, 2016. The envelope used for the submittal of your offer shall be plainly marked with the following information:

1. Offeror’s name.
2. Offer number 16-16-205043
3. Date and time scheduled for the receipt of offers.
4. Sealed Offer: Unified Technology Services
5. Clearly note which of the following service the Offer is intended to respond.

There will be different review committees reviewing different service areas. Therefore, if one firm wishes to propose on more than one area of service, multiple proposals will be required to be submitted by that firm. The general categories, and specific services requested for individual qualifications include:

PART 1 - SECURITY PROGRAM SUPPORT
PART 2 - PROGRAMMING, ANALYSIS AND APPLICATION SERVICES
PART 3 – NETWORK TECHNOLOGIES
PART 4 - TELECOMMUNICATION TECHNOLOGIES
PART 5 - DATABASE ADMINISTRATION/TROUBLESHOOTING/MITIGATION, REPORT DESIGN/CREATION/MANAGEMENT, DATA WAREHOUSE
PART 6 – HELPDESK SUPPORT
PART 7 - SERVER ADMINISTRATION
PART 8 - PROJECT MANAGEMENT SERVICES

Pre-proposal Conference: A Pre-proposal Conference is scheduled for August 17, 2016 at 9:00 AM; the conference will be held at the Alaska Railroad Corporation’s third floor Jim Blasingame Board Room located at 327 W. Ship Creek Avenue, Anchorage, AK 99501. Should your Firm need a conference call is and option and available at (907) 265-2348. This is not a mandatory meeting, although interested firms are encouraged to participate. The pre-proposal conference shall be used to discuss concerns and answer questions of Proposers in regards to this Request for Proposals. It is not mandatory that Proposers attend the pre-offer conference. However, it is advised that all interested Proposers attend.
It is the intention of the ARRC to have one or more Service Contracts in place. All work performed under any contract will be on an as-needed basis for each of these service areas.

ARRC may reject any or all offers if such action is in the best interest of ARRC, and waives informality 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 the Standard Terms and Conditions contained in this solicitation package.

This Request for Proposals 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.

**IMPORTANT:** Work associated with this Request for Proposal may be funded in part by funds from the Federal Transit Administration (“FTA”), an operating administration of the United States Department of Transportation; the Federal Railroad Administration (FRA); and the Alaska Railroad Corporation (ARRC). This solicitation package contains some provisions that are designated as applicable to FTA, FRA, and ARRC funded projects.

**ARRC Disadvantaged Business Enterprise (DBE) Program:** ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). The ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation on federal contracts of 3.875% in FY 2016. If this contract is funded in whole or in part by funds from the FTA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.

The Alaska Railroad is a member of Green Star (http://www.greenstarinc.org/). ARRC earned an initial Green Star Award in 1994 and a Green Star Air Quality Award in 2007. The Alaska Railroad considers Green Star membership to be a positive business attribute, and regards a Green Star award as a tangible sign of an organization’s commitment to environmental stewardship and continual improvement within its operations.

Please direct all responses and/or questions concerning this Request for Proposals to Tim Bates, Alaska Railroad Corporation, Supply Management, 327 Ship Creek Avenue, Anchorage, AK 99501, telephone number (907) 265-2355, fax number (907) 265-2439, email batest@akrr.com.

Sincerely,

Timothy Bates
Contract Administrator
Alaska Railroad Corporation
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SECTION A

MINIMUM QUALIFICATIONS

All firms submitting proposals must have resources that meet the following minimum qualifications in order to be considered for award:

Must have five (5) or more years of experience in the Information Technology Field;

AND, by award part/subpart, meet minimum qualifications as defined in each part:

PART 1 - SECURITY PROGRAM SUPPORT. Meet two (2) or more of the following minimum qualifications:

1) Five (5) or more years of experience in pertinent security program implementation and/or analysis.
2) Five (5) or more years auditing network security.
3) Three (3) or more years of experience with security infrastructure components such as SIEM, Malware defenses, secure network design, ICS security as described in NIST SP 800-82Rev2
4) Three (3) or more years of technology consulting projects

PART 2 - PROGRAMMING, ANALYSIS AND APPLICATION SERVICES. Meet one (1) or more of the following minimum qualifications:

1) Five (5) or more years of experience managing, supporting or implementing software and applications and supporting infrastructure.
2) Five (5) or more years of experience in pertinent software development and/or analysis.
3) Three (3) or more years of technology consulting projects.

PART 3 - NETWORK TECHNOLOGIES. Meet all the following minimum qualifications:

1) Cisco certifications such as CCNA and CCNP with appropriate sub-certifications (routing/switching, security, wireless)
2) Five (5) or more years of technology consulting projects

PART 4 - TELECOMMUNICATION TECHNOLOGIES – Meet the following minimum qualifications:

1) Telecommunications credentials such as BICSI Data Center Design Consultant, Outside Plant Designer, or Registered Communications Distribution Designer OR
2) Five (5) or more years of technology consulting projects including but not limited to tower construction, microwave systems, IP and telephony communications, or DC power systems and distribution

PART 5 - DATABASE ADMINISTRATION/TROUBLESHOOTING/MITIGATION, REPORT DESIGN/CREATION/MANAGMENT, DATA WAREHOUSE – Meet the following minimum qualifications:

1) Five (5) or more years of experience in database administration and/or analysis.
2) Three (3) or more years of technology consulting projects

PART 6 - HELPDESK SUPPORT – Meet the following minimum qualifications:

1) Three (3) years using service desk software to record, track, and document service desk requests.
2) Three (3) years installing software updates, drivers and firmware
3) Three (3) years user management with Microsoft Active Directory

PART 7 - SERVER ADMINISTRATION – Meet the following minimum qualifications:

1) Five (5) years using service desk software to record, track, and document service desk requests.
2) Five (5) years installing software updates, drivers and firmware
3) Five (5) years server and storage experience with installation and configuration
4) Five (5) years of experience with server virtualization
5) Three (3) years of experience with Microsoft Windows Clustering

PART 8 - PROJECT MANAGEMENT SERVICES– Meet the following minimum qualifications:

1) Three (3) or more years of technology consulting projects
2) Three (3) or more years of project management leadership
SECTION B

SCOPE OF WORK

The Alaska Railroad Corporation (ARRC) is soliciting proposals from qualified firms to provide, across several disciplines, a variety of expertise, analysis, guidance, document preparation, design, engineering, support, and integration on a project-by-project basis. Offers will be evaluated based on advantages and disadvantages to ARRC, which may result in making more than one award (multiple awards) by area. Any award is contingent on the availability of Alaska Railroad Corporation funds.

The Alaska Railroad implements multiple capital projects on an annual basis. Projects are designed and constructed using both contracted and in-house labor. Types of projects are varied and include technology security, telecommunication, networking architecture, applications, infrastructure, project management, software development, administration, etc. Network and Technology Technology projects may be located throughout the rail belt, from Seward to Eielson Air Force Base, and may be located at remote areas along the railroad where access is limited to the railroad right-of-way. Most work requests will be performed locally in Anchorage or Fairbanks, AK, but can be performed remotely, depending on the scope of work.

The Contractors shall perform professional services on an "as-needed" basis, to support the development and implementation of projects completed under ARRC’s capital program or through traditional division expenditures. The Contractors may be responsible for a complete set of documentation, specifications, reports, and other work products, or may be assigned specific work tasks contributing to a project managed by ARRC where the Contractors are expected to act as an extension of ARRC staff. Proposers may submit in any or all of the term service areas of expertise; however, separate proposals are required to be submitted for each term service area. Specific projects will be assigned to the Contractor through the issuance of task orders by ARRC.

Information Services - Resource Environment

General infrastructure consists of:

- IBM iSeries, and HP and Dell Intel based servers
- IP network
- Microsoft Active Directory
- Virtual infrastructure based on VMWare ESXI
- Fibre channel SANs from IBM and HP
- Industry leading backup and recovery software
- Cisco access layer switches
- Approximately 800 network devices such as HP printers and common personal computers distributed across multiple locations
- Programming tools include RPG/400, RPGLE, Microsoft Access, DotNetNuke, Visual Basic, Cold Fusion, C#, PL/SQL and PowerBuilder.
- Databases include Oracle, Microsoft SQL Server, and DB2/400.
- HP Desktops
- HP Laptops
- HP Storage (3par)
- Citrix
- SharePoint 2013
CONTRACT ADMINISTRATION

The intent of this contract process is to provide the ARRC with professional services on an as-needed basis. As needs are identified by the ARRC in specific areas, firms selected through this procurement process will be provided a scope of work. The firm is responsible for providing an estimated fee for the scope provided, employee resumes to perform the work, a schedule and any clarifications or additions to that scope back to the ARRC within the time requested. If the response is deemed appropriate and reasonable by the ARRC, a task order and notice to proceed will be issued. If the response is not deemed appropriate, reasonable, or timely, the ARRC may elect to negotiate with the firm, or remedy the needs through other means.

Award of an as needed contract does not guarantee that a contractor will be awarded a task order. The number of contracts awarded and/or maintained in each area is at the ARRC's discretion and will be based upon the number of quality offers received and the anticipated work for the following year. There is no specific contract amount or term specified for this contract. For large projects, the ARRC may elect for a separate solicitation outside this process.

For a proposal to be considered responsive, it must include resumes of actual employees proposed to perform the services when requested. If awarded a task order, the Vendor's assignment of resources to a project, for substitution of assigned resources on an active project, must first be cleared with and agreed to by ARRC. The Vendor will provide resumes, availability and work location for proposed resources within 2 weeks of a request from ARRC, along with requested cost estimates and project timelines. ARRC reserves the right to interview any resources proposed by the Vendor prior to project assignment. The Vendor must ensure that resources on projects are available for status updates and other communications that the vendor has been involved with. Projects or resource assignments on a project may be terminated at the discretion of ARRC.

Response to specific ARRC scope of work requests may require a separate:

- Meeting/Phone Call
- A Proposal may be required based on complexity or size of engagement
- A Resource Introduction specific to the task
- An indication of expected Response Windows
- A Schedule for the deliverable
- A Cost Estimate

The following subsections are related to the Parts defined in Section A above:
SECTION B-1
SECURITY PROGRAM SUPPORT

Service Requirements Summary
ARRC is implementing security improvements in a variety of areas to address wide range of threats and needs to address them. With the onset of Positive Train Control (PTC), our security needs and responsibilities have increased. This portion of the RFP will ensure that expertise and resources are available to address the security needs of the Alaska Railroad Corporation.

Typical Engagements:
ARRC uses consultant to provide security expertise in a cooperative way to produce deliverables and incremental advances in security projects. Example of work products or engagements include but are not limited to:
- Provide technology consultation for and consistent with short and long range strategic plans to improve business practices.
- Assist with Security related system problem determination and resolution
- Install application/system software and provide the Data and Security department training & documentation
- Provide implementation services or Consultation for LogRhythm SIEM
- Assist with the implementation of Security Audit/Forensics/Malware identification Technologies
- Assist with the drafting of policies and procedures related to security
- Provide consulting and implementation services for a Cryptographic Key Management system.
- Provide services and consultation relating to the audit of our PTC and corporate networks

Attributes of these engagements
- These duties are packaged into engagements of 2 to 40 hours, but may be longer.
- They can be conducted both onsite and offsite, dependent on the scope of work.
- They are a result of ongoing projects or need for expertise.

Primary Services Required
- Project management (See Section 8 – Project Management: Required Skills for specific project management capabilities)
- Review of project planning
- Needs requirements
- Training
- Research
- Policies
- Procedures
- Guidelines
- Best Practices
- Standards
- RFP review
- Auditing assistance
- Auditing configuration
- Security consulting

Role Examples
- Security Analyst
- Security Engineer
- Security Auditor
- Security Manager – Advice and Strategy
- Security Trainer

**Skills and Technologies**

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Support description</th>
</tr>
</thead>
</table>
| LogRhythm SIEM | Provide installation advice  
| | Assist in configuration and deployment |
| Microsoft Windows and Server | Harden systems and test  
| | Whitelist applications and test |
| Cisco ASA Firewall with FirePOWER | Design networks and strategic firewalls to deter, delay and detect intrusion dealing with software implementation and security best practice, not implementation  
| | Implement FirePOWER software and dashboard to help detect and prevent DoS and Provide Intrusion Detection and Prevention |
| Cisco Switches | Design and potentially implement a NAC and MAC restriction list. Policies and procedures will also match. |
| Certificate Passing Technologies | Implement a certificate (x.509) key management server that meets FRA requirements for PTC. |
| Remote Access Technologies | Assist in the implementation of a more secure remote access method, technology, and process. |
| Audit Software | Assist in the implementation of state of the art auditing, fingerprinting, vulnerability, and penetration software for internal audits |
| Patching | Assist in the development of an ICS compliant patching plant/infrastructure. Includes deployment, testing, validation, and maintenance. |
SECTION B-2
PROGRAMMING, ANALYSIS AND APPLICATION SERVICES

Service Requirements Summary
The Systems and Applications Services (SAAS) department provides support, analysis and development services to the organization supporting over 60 production or post-production systems on a wide variety of platforms and technologies.

Typical Engagements
The SAAS department seeks augmentation to their staffing to provide assistance to complete projects, mentoring assistance and backfill during employee absences. The department currently has various engagements with both on-site and off-site consultants. The SAAS department requires a high level of expertise and in-depth knowledge of many technologies and relies upon consultant help to provide additional depth and breadth to the knowledge-base.

Primary Services Required
- Development
- Application and Data Conversion
- Mentoring (of technical professionals)
- Business Analysis and Project Management (See Section 8 – Project Management: Required Skills for specific project management capabilities)
- Support and Backfill for Support Personnel

Role Examples
- Developer
- Web Developer
- Database Programmer
- Systems Administrator
- Business Analyst
- Project Manager

Functional Expertise Required
- Database Programming.
- Systems Administration.
- Business Analysis.
- Web Development and Management.
- Custom Application Development.
- Server Monitoring.
- Code Analysis/Modification and Conversion.
- Programming and Debugging Applications.
- Reports Development and Troubleshooting.
- Data Analytics, OLAP.
- Scripting
- Development and mentoring of developers.
- Integration with APIS, Interface Development and support.
- Application integration with custom code and upgrades.
- Code management and deprecation.
- Network and Device Monitoring.

Technologies Required
- Dot Net Nuke
- Drupal
- ColdFusion
- PHP
- Interface Development
- DB2 SQL Development
- RPG Programming
- SQL Server Reporting Services
- Data Warehousing and Analytics
- Crystal Reports
- PowerBuilder
- PowerShell
- Database Conversion
- SharePoint 2013
- JD Edwards
- Train Management Systems: GE TMS and RMS
- Train Dispatch System (WABTEC TMDS)
- AutoDesk’s AutoCAD product line
- ESRI’s GIS, SDE server, ArcIMS
- Network Monitoring, SNMP,
- Internet Information Server
- Microsoft SQL Database
- Network, Server, Application Performance
- HP QC
- Eggplant

### Skills Required

<table>
<thead>
<tr>
<th>Skill/Technology</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dot Net Nuke</td>
<td>Site Development and Management, Custom Module Development</td>
</tr>
<tr>
<td>Drupal</td>
<td>Site Development and Management, Custom Module Development</td>
</tr>
<tr>
<td>ColdFusion</td>
<td>Site/server monitoring, code analysis/modification and conversion</td>
</tr>
<tr>
<td>PHP</td>
<td>Programming and debugging web applications</td>
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<tr>
<td>Interface Development</td>
<td>Design, development and implementation of various interfaces and integration</td>
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<tr>
<td></td>
<td>efforts to include batch processing, triggers, interface engines, electronic</td>
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<tr>
<td></td>
<td>data interchange, and web services.</td>
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<tr>
<td>DB2 SQL Development</td>
<td>Develop, design, test and implement DB2 SQL objects.</td>
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<tr>
<td>RPGLE Programming</td>
<td>Custom RPGLE development, debugging and maintenance.</td>
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<tr>
<td>SQL Server Reporting Services</td>
<td>Reports Development, Troubleshooting, Data Analytics, OLAP, SQL Server Data</td>
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<tr>
<td></td>
<td>Tools for Visual Studio 2012</td>
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<tr>
<td>Data Warehousing and Analytics</td>
<td>SQL Server 2012</td>
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<tr>
<td>Crystal Reports</td>
<td>Development and Management</td>
</tr>
<tr>
<td>PowerBuilder</td>
<td>Development and Debugging of custom ARRC Application Portfolio</td>
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<td>PowerShell</td>
<td>Scripting</td>
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<tr>
<td>Service Description</td>
<td>Technology and Services</td>
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<td>------------------------------------------------------------------------------------</td>
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<tr>
<td>Database Conversion</td>
<td>Oracle, SQL Server, DB2</td>
</tr>
<tr>
<td>SharePoint 2013</td>
<td>Administration, Development and mentoring of developers, Training of End Users</td>
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<tr>
<td>JD Edwards</td>
<td>Integration with APIs, Interface Development and support</td>
</tr>
<tr>
<td>Train Dispatch System (WABTEC TMDS)</td>
<td>Interface design, development, QA and integration</td>
</tr>
<tr>
<td>AutoDesk’s AutoCAD product line</td>
<td>Provide software product upgrade, installation and license support. Document installation for Helpdesk</td>
</tr>
<tr>
<td>ESRI’s GIS, SDE server, ArcIMS</td>
<td>Provide software product upgrade, installation and license support. Document installation for Helpdesk</td>
</tr>
<tr>
<td>GE’s TMS and RMS Software</td>
<td>Application support on GE RMS and TMS software for maintenance &amp; upgrades</td>
</tr>
<tr>
<td>Automated Data Capture Technology</td>
<td>SNMP, WMI, MODBUS, Scripting.</td>
</tr>
<tr>
<td>Network Monitoring</td>
<td>Advanced Configuration, Troubleshooting</td>
</tr>
<tr>
<td>Internet Information Server</td>
<td>Provide support, consulting, and administration</td>
</tr>
<tr>
<td>Microsoft SQL Server Database</td>
<td>Provide troubleshooting, diagnosis, and remediation</td>
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<tr>
<td>Network, Server, Application Performance</td>
<td>Integration with Web Services, Java, HTML and C#</td>
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<tr>
<td>Eggplant</td>
<td>Administration, Implementation, Design, Integration</td>
</tr>
<tr>
<td>HPQC Suite</td>
<td>Development, Training and Mentoring</td>
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<tr>
<td>Smartbear Test Scripting</td>
<td></td>
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</tbody>
</table>
SECTION B-3

NETWORK TECHNOLOGIES

Service Requirement Summary
ARRC Telecommunications department uses various network technologies to deliver service to our users. These services include WAN connectivity to over 41 sites and LAN connectivity to 4 major terminal locations including Anchorage, Seward, Whittier and Fairbanks. Network technologies are comprised of but not limited to Cisco network devices for LAN services and Alcatel (now Nokia) Service Aggregation Routers for WAN connectivity.

Typical Engagements:
- Project management (See Section 8 – Project Management: Required Skills for specific project management capabilities) – small to medium projects up to $20,000
- Project planning review and analysis – small to medium network project plans
- Needs requirements – small user groups to corporate wide needs
- Technical training – training on existing systems and new technologies being implemented
- Technology and systems research – research of newly proposed technology to ensure compatibility
- Architectural and design consultation – consultation on small network segments to overall network architecture and design
- Configuration support and management – validate existing and proposed equipment configuration and consultation on configuration management methods and tools
- Firmware and software updates – perform minor and major firmware/software updates
- Traffic and bandwidth analysis – monitor network traffic at key locations provide recommendations to relieve congested areas
- Best practice recommendations – review overall network design, configuration, security measures and identify where ARRC does not meet industry best practices and provide recommendations and planning to reach best practices
- Troubleshooting of issues outside of ARRCs expertise or capacity to support –

Role Examples:
- Network Engineer (Cisco Certified)
- Network Architect (Cisco Certified)
- Network Support Technician

Attributes of these engagements:
- Managing medium to large scale network technology upgrades
- Review and analyze project plans and provide recommendations
- Review technology systems and user system usage to determine needs
- Review and provide architectural and design recommendations
- Provide equipment configuration recommendations for optimal performance and security and assist with configuration management
- Perform firmware, software and OS upgrades to include scheduling downtime with key users with as little operational impact as possible
- Analyze network usage to include traffic and bandwidth analysis, provide recommendations and resources to alleviate problem areas
- Conduct network design, configuration, security, traffic and bandwidth reviews and provide recommendations that ARRC systems are following industry best practices
- ARRC requires a resource to assist in troubleshooting issues that expand beyond the ability to handle in house
Primary Services Required:
- Provide support services to mission critical ARRC network systems 24/7/365
- Provide qualified support to meet the potential engagement needs listed above upon request

Skills and Technologies:
- Routing protocols on Cisco L3 devices including EIGRP, OSPF and BGP
- Cisco Access Control Server
- Cisco Generation 2 ASA firewalls
- Cisco Firepower and other IPS products
- Cisco VSS on 4500 and 6000 series enterprise switches
- Cisco Anyconnect VPN
- Cisco controller based enterprise wireless solutions
- Cisco Call Manager/Unified Communications
- Alcatel (now Nokia) Service Aggregation Routers
- IP/MPLS implementation using Alcatel (now Nokia) Service Aggregation Router
SECTION B-4

TELECOMMUNICATIONS TECHNOLOGIES

Service Requirement Summary
ARRC Telecommunications Department uses various technologies to support operations on and off the rails. These technologies include inside/outside cable plant, radio systems (RF engineering, radio maintenance, antenna installation), DC power systems, tower construction and inspection, RF testing, etc.

Typical Engagements:
- Project management (See Section 8 – Project Management: Required Skills for specific project management capabilities) – small to medium projects up to $20,000
- Project planning review and analysis – small to medium network project plans
- Needs requirements – small user groups to corporate wide needs
- Technical training – training on existing systems and new technologies being implemented
- Technology and systems research – research of newly proposed technology to ensure compatibility
- System compatibility and design consultation – consultation on major components and support equipment to ensure compatibility
- Configuration support and management – validate existing and proposed equipment configuration and consultation on configuration management methods and tools
- Firmware and software updates – perform minor and major firmware/software updates
- Best practice recommendations – review overall system design, configuration, security measures and identify where ARRC does not meet industry best practices and provide recommendations and planning to reach best practices
- Troubleshooting of issues outside of ARRCs expertise or capacity to support

Role Examples:
- RF Engineer
- DC power engineer
- Telecommunications Engineer

Attributes of these engagements:
- Managing small to medium scale technology upgrades
- Review and analyze project plans and provide recommendations
- Review technology systems and user system usage to determine needs
- Review system and architectural designs for telecommunications systems
- Provide equipment configuration recommendations for optimal performance and security and assist with configuration management
- Perform firmware and software upgrades to include scheduling downtime with key users with as little operational impact as possible
- Conduct systems design, configuration and security reviews and provide recommendations that ensure ARRC systems are in alignment with industry best practices
- ARRC requires a resource to assist in troubleshooting issues that expand beyond the ability to handle in house

Primary Services Required:
- Provide support services to mission critical ARRC network systems 24/7/365
- Provide qualified support to meet the potential engagement needs listed above upon request
Skills and Technologies:
- Tower design, engineering and construction
- Land mobile radio systems (Motorola)
- DC battery systems (48VDC/12VDC)
- DC power distribution systems
- Inside/Outside cable plant including copper and fiber optic
- Remote site design, planning and support
- Solid Oxide Fuel Cell technology (Acumentrics)
- Propane/gas line plumbing, tank installation, regulators
- Remote site monitoring technologies (DPS Telecom systems)
- SNMP
- TCP/IP suite of protocols
SECTION B-5

DATABASE ADMINISTRATION/TROUBLESHOOTING/MITIGATION, REPORT DESIGN/CREATION/MANAGMENT, DATA WAREHOUSE

Service Requirements Summary
ARRC requires various Database skills including but not limited to: implementation, design, reporting, warehousing, and administration expertise. ARRC is in the process of migrating and consolidating various databases from Oracle to DB2 or MS SQL. This portion of the RFP will ensure that expertise and resources are available to address a variety of database needs of the Alaska Railroad Corporation.

Typical Engagements
ARRC contracts out security expertise in a cooperative way to produce small deliverables and incremental advances in database projects. Example of work products or engagements include but are not limited to:

Attributes of these engagements:
- These duties are packaged into engagements of 2 to 40 hours, but may be longer.
- They are often conducted both onsite and offsite
- They are a result of ongoing contracting or need for expertise

Primary Services Required
- Provide technology consultation for and consistent with short and long range strategic plans to improve business practices.
- Assist with Database Management Systems and related systems for problem determination and resolution
- Install application/system software and provide the Data and Security department training & documentation
- Provide implementation services or consultation for IBM I (DB2/400) or SQL Server
- Assist with the implementation of database management systems
- Assist with the drafting of policies and procedures related to data and data usage
- Provide consulting and implementation services for database management system security
- Provide services and consultation relating to the audit of our databases
- Product support and consulting are covered further in the technologies and skills sections
- Provide technical expertise to assist in the creation of additional data warehouse stores

Role Examples
- Database Analyst
- Database Administrator
- Data Security Auditor
- Database Manager – Advice and Strategy
- Data Security Trainer
- Data Designer
- Data Warehouse Architect and Integrator
- Data/Infrastructure Expert – ICS/SCADA – NIST 53/82

Functional Expertise Required
- Needs requirements
- Training
- Research
- Policies
- Procedures
- Guidelines
- Best Practices
- Standards
- Database Auditing assistance
- Database Auditing configuration
- Database Security consulting
- Database Security implementation
- Database Design
- Data Warehouse Design
- Data Warehouse Integration
- Database Installation
- Database Administration
- Performance Tuning
- Upgrading
- Migrations
- Report Design
- Database Object Creation
- Database Script/SQL and Job writing
- Cluster Checking
- High Availability Status

### Technologies and Skills Required

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Support description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SQL Server 2012, 2016</td>
<td>Provide installation advice</td>
</tr>
<tr>
<td></td>
<td>Assist in configuration and deployment</td>
</tr>
<tr>
<td></td>
<td>Troubleshoot, consult, correct issues, manage</td>
</tr>
<tr>
<td></td>
<td>Provide Data Warehouse expertise</td>
</tr>
<tr>
<td>IBM iOS V7R1 and later</td>
<td>Assist in configuration and deployment</td>
</tr>
<tr>
<td></td>
<td>Troubleshoot, consult, correct issues, manage</td>
</tr>
<tr>
<td></td>
<td>Provide Data Warehouse expertise</td>
</tr>
<tr>
<td>SSRS</td>
<td>Assist in configuration and deployment</td>
</tr>
<tr>
<td></td>
<td>Troubleshoot, consult, correct issue, manage</td>
</tr>
<tr>
<td></td>
<td>Provide Data Warehouse expertise</td>
</tr>
<tr>
<td>SSIS</td>
<td>Assist in configuration and deployment</td>
</tr>
<tr>
<td></td>
<td>Provide Data Warehouse expertise</td>
</tr>
<tr>
<td>Cluster Services</td>
<td>All aspects</td>
</tr>
<tr>
<td>HA</td>
<td>All aspects</td>
</tr>
<tr>
<td>CommVault Backup</td>
<td>Assist in configuration and deployment</td>
</tr>
<tr>
<td>Product Name</td>
<td>Support description</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>Troubleshoot, consult, correct issue, manage</td>
<td></td>
</tr>
<tr>
<td>Patching</td>
<td>All aspects including but not limited to automation, auditing, management, testing.</td>
</tr>
<tr>
<td>Documentation</td>
<td>All Aspects</td>
</tr>
</tbody>
</table>
SECTION B-6
HELPDESK SUPPORT

Service Requirement Summary
ARRC IT Infrastructure department uses various technologies to deliver service to our users. These services include ITIL help desk, desktop support, server, and storage. IT Infrastructure technologies are comprised of but not limited to HP Desktops, HP Laptops, HP Servers, HP Storage (3par), VMWare, Citrix, IBM Servers and Storage

Typical Engagements:
- **Help Desk Support**
  - Field inquiries from AKRR Users in a courteous and professional manner
  - Using ITIL service desk software to record, track and document the service desk request problem-solving process, including all successful and unsuccessful decisions made, and actions taken, through to final resolution.
  - Access software updates, drivers, knowledge bases, and FAQ resources on the Internet/Intranet to aid in problem resolution.
  - Familiarity with Active Directory PKI and privileged account access management tools (e.g. Quest Active Role Server)
  - Perform hands-on fixes remotely, including installing and upgrading software, and configuring systems and applications.
  - Test fixes to ensure problem has been adequately resolved.
  - Perform post-resolution follow ups with end user and team members as required.
  - Develop help sheets and FAQ lists for end users.
  - Evaluate documented resolutions and analyze trends for ways to prevent future problems.
  - Alert management to emerging trends in incidents.
  - Assist in software releases and roll-outs according to Change Management best practices.
  - Adhere to site audit responsibility policies and procedures
  - Provide preventative maintenance, including checking and cleaning of computers, end user devices, and other IT equip.

Role Examples:
- Helpdesk Technician I
- Helpdesk Technician II
- Helpdesk Technician III
- System Administrator

Attributes of these engagements:
- Managing medium to large scale desktop and laptop upgrades
- Perform firmware, software and OS upgrades to include scheduling downtime with key users with as little operational impact as possible
- Perform user maintenance such as account unlocks and password reset using tools ARRC provides.
- Provide equipment configuration recommendations for optimal performance and security and assist with configuration management
- Perform firmware, software and OS upgrades to include scheduling downtime with key users with as little operational impact as possible
Primary Services Required:
- Provide support services to mission critical ARRC systems 24/7/365
- Provide qualified support to meet the potential engagement needs listed above upon request

Skills and Technologies:
- Knowledge of advanced computer hardware, including desktops, laptops, smartphones, and printers
- Experience with Microsoft Operating Systems
- Extensive application support experience with Microsoft Office and other Business applications.
- Working knowledge of a range of software and hardware diagnostic tools.
- Exceptional interpersonal skills, with a focus on rapport-building, listening and questioning skills.
- Strong documentation skills.
SECTION B-7

SERVER ADMINISTRATION

Service Requirement Summary
ARRC IT Infrastructure department uses various technologies to deliver service to our users. These services include ITIL help desk, desktop support, server, and storage. IT Infrastructure technologies are comprised of but not limited to HP Desktops, HP Laptops, HP Servers, HP Storage (3par), VMWare, Citrix, IBM Servers and Storage

Typical Engagements:
- System Administration
  - Troubleshoot problems reported by Help Desk and/or Desktop Support.
  - Perform preventative maintenance, including checking and cleaning of servers, end user devices, and other IT equip.
  - Build new Windows servers based on established standard configurations
  - Patch the Windows server environments
  - Hands on experience with server virtualization and Microsoft Windows clustering
  - Familiarity with VDI and application virtualization
  - Familiarity with Active Directory PKI and privileged account access management tools (e.g. Quest Active Role Server)
  - Datacenter management
  - Cable management
  - HA/DR
  - Backups
  - SAN / Storage
  - Fiber Channel Infrastructure

Role Examples:
- System Administrator (Microsoft Certified)
- System Administrator (IBM Certified)

Attributes of these engagements:
- Managing medium to large scale technology upgrades
- Review and analyze project plans and provide recommendations
- Review technology systems and user system usage to determine needs
- Provide equipment configuration recommendations for optimal performance and security and assist with configuration management
- Perform firmware, software and OS upgrades to include scheduling downtime with key users with as little operational impact as possible
- Analyze system usage to include traffic and bandwidth analysis, provide recommendations and resources to alleviate problem areas
- Conduct system design, configuration, security, traffic and bandwidth reviews and provide recommendations that ARRC systems are following industry best practices
- ARRC requires a resource to assist in troubleshooting issues that expand beyond the ability to handle in house

Primary Services Required:
- Provide support services to mission critical ARRC systems 24/7/365
- Provide qualified support to meet the potential engagement needs listed above upon request

Skills and Technologies:
• Knowledge of advanced computer hardware, including servers and storage.
• Experience with Microsoft Server Operating Systems and Linux.
• Extensive application support experience with Microsoft Exchange, Microsoft Skype for Business, Microsoft File Servers, and other Business applications.
• Working knowledge of a range of software and hardware diagnostic tools.
• Experience working with service desk best practices.
• Exceptional written and oral communication skills.
• Exceptional interpersonal skills, with a focus on rapport-building, listening and questioning skills.
• Strong documentation skills.
• Monitoring systems
• Virtualization (e.g., VMware)
SECTION B-8

PROJECT MANAGEMENT SERVICES

Service Requirements Summary
The Alaska Railroad implements numerous Technology projects on an annual basis. Projects are designed and implemented using both contracted and in-house labor. Technology projects typically include the purchase and/or implementation of software and/or hardware systems, which may be hosted or on-site. These Technology projects routinely reach the scope where dedicated project management resources are required to ensure that the project is successfully completed on time and budget, within the specified scope.

Typical Engagements
Projects that require Project Management augmentation are typically projects that meet one or more of the following criteria:

- The project has stakeholders from multiple departments across the Corporation.
- Labor resources for the project are provided in part or entirely by a third-party vendor.
- The major deliverable of the project is the installation, configuration, implementation and adoption of a new third-party technology product.
- The project has labor requirements in excess of 100 hours.
- The project has a delivery schedule longer than 30 days.
- Activities for the project are often conducted both on- and off-site.

Primary Services Required
- Project Management
- Budget Control
- Documentation Creation
- Documentation Control

Role Examples
- Project Manager
- Technical Writer
- Communications Officer

Functional Expertise Required
- Project Management
- Schedule Creation and Tracking
- Resource Allocation and Leveling
- Cost Estimation
- Budget Creation and Control
- Technical Writing

Technologies Required
- Full Microsoft Office Suite, to include proficiency in all of the following:
  - Project
  - Project Server
  - Word
  - Excel
  - PowerPoint
  - SharePoint
### Skills Required

<table>
<thead>
<tr>
<th>Role</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Schedule Management</strong></td>
<td>The Project Manager will be responsible for the creation and maintenance of a master schedule for completion of the project. Progress against project deliverables will be tracked and the master schedule will be updated monthly, or as appropriate for the project and included as part of regular project reporting.</td>
</tr>
<tr>
<td><strong>Budget Management</strong></td>
<td>The Project Manager will be responsible for the creation and maintenance of a project budget, over which ARRC will have final approval. The project budget will be updated monthly, or as appropriate for the project and included as part of regular project reporting.</td>
</tr>
<tr>
<td><strong>Document Control</strong></td>
<td>The Project Manager will develop a project document control system in accordance with existing ARC document control procedures, or as approved by ARRC. This will include the collection, organization and protection of all documentation generated throughout the project's life cycle. Upon project completion, the Project Manager ensures that ARRC has the appropriate documentation needed to transition the project from development to maintenance.</td>
</tr>
<tr>
<td><strong>Communication</strong></td>
<td>The Project Manager will be the main point of contact for coordination and communication with ARRC, project stakeholders, consultants, and professional services vendors. The Project Manager will coordinate and cooperate with all ARRC departments and assigned project resources and is responsible for the organization and scheduling of all project-related meetings, as well as the keeping and distribution of meeting agendas, minutes and any supporting documentation. The Project Manager will maintain detail records of communication with assigned project resources – both internal and external – and will maintain those in accordance with the project's document control system.</td>
</tr>
<tr>
<td><strong>Project Reporting</strong></td>
<td>On a basis to be determined by ARRC for each project, the Project Manager will schedule and hold a meeting to review the project’s status. This project status report will include such items as: progress to date; accomplishments since last update; planned activities beginning before the next update; an updated list of issues and risks, along with proposed solutions to the issues and mitigation plans for the risks; evaluation of work completed as compared to the current project budget and schedule.</td>
</tr>
<tr>
<td><strong>Procurement</strong></td>
<td>Depending on the nature of the project, the Project Manager will be required to work with ARRC procurement to facilitate the purchase of products, services and materials required to complete the project.</td>
</tr>
</tbody>
</table>
SECTION C

PROPOSAL INFORMATION, CONDITIONS & INSTRUCTIONS

1. Pre-Submission Proposal Inquires

Proposers 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 prior to August 23, 2016 and the written inquiries must be submitted as follows:

Tim Bates
Contract Administrator, Supply Management
Alaska Railroad Corporation
327 W. Ship Creek Avenue, 2nd Floor
Anchorage, AK 99501
Fax 907-265-2439
Email: BatesT@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 proposers. Oral and all other non-written responses, interpretations and clarifications shall not be legally effective or binding. Any Proposer 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

Sealed proposals must be received by ARRC no later than 3:00 p.m., Alaska time, on August 25, 2016 at:

Alaska Railroad Corporation
Supply Management Department
327 W. Ship Creek Avenue, 2nd Floor
Anchorage, AK 99501

One (1) original and three (3) copies of each proposal must be submitted. The sealed envelope or package used in submitting a proposal shall be clearly marked with the following information:

1. Proposer’s Name
2. RFP No. 16-16-205043
3. Date and Time Scheduled for Receipt of Proposals: 08/25/2016; 3:00pm
4. Sealed Proposal: Unified Technology Services

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. ARRC will post any Addenda to this solicitation on its website at www.alaskarailroad.com, select Suppliers, and then Solicitations. It is the responsibility of prospective proposers to visit ARRC’s website prior to submitting a proposal to ensure that they are aware of all Addenda issued relative to this solicitation.
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 Proposers 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 Proposer whose proposal conforming to this solicitation will be most advantageous to ARRC.
(h) To negotiate any rate/fee offered by a Proposer. ARRC shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Proposer does not accept ARRC’s final offer, ARRC may, in its sole discretion, reject the proposal and start negotiations with the next highest ranked Proposer.
(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 proposers and either award to another proposer 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 Proposer 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, Proposer 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 Proposer 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 (1) original proposal and three (3) copies, containing a statement of qualifications and a concise narrative that fully addresses each evaluation criteria stated in Section D. Proposals shall have a maximum of thirty (30) pages, exclusive of resumes and exhibits. A signed cover letter of a maximum two (2) pages should introduce the proposed firm, summarize the main qualifications of the firm, and 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. A limited number of larger (11x17) sheets are acceptable for graphics or charts. The page limit excludes cover sheets, cover letter, table of contents, forms required by ARRC, resumes or other attachments required herein.

**Important Instructions:** To be considered responsive, Proposers must submit the Questionnaire in Section E and have item #25 in Section F endorsed. Pricing shall be submitted in a separate envelope labeled “Pricing” (no copies required).

9. Capacity to Perform

Any Proposer considered for award as a result of this solicitation may be required to make assurance to the Contract Administrator concerning the Proposer's capacity and capability to perform. Previous contracts of a like nature, financial solvency, and other information may be requested of the considered Proposer. 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. Any travel and travel related expenses shall be billed at cost with coach airfare only, no first class or business class. Lodging and meal expenses must be reasonable. ARRC will not pay for alcohol, valet parking or other 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 consultants) in the selection process, shall not vest any right, privilege, or right of action in any Proposer.

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 Proposer 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.
• **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 Proposers**

Proposers 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 Proposers 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 Proposer’s qualifications and references prior to Contract Award. Proposers 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 a Proposer and any other Proposer(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 Proposer may not be financially able to complete the work required by the Scope of Work in a satisfactory manner.

(d) If Proposer has failed to complete one or more public contracts in the past.

(e) If Proposer has been convicted of a crime arising from previous public contracts.

(f) If Proposer is not authorized to perform work in the State of Alaska.

15. **Contract Period**

The ARRC anticipates awarding a contract for a one year period subject to acceptance by both parties. Contract may be extended at ARRC’s option for up to four additional one year periods. Contract shall not exceed five years including extensions.
SECTION D

SELECTION PROCESS AND EVALUATION CRITERIA

The selection of a firm to perform the requested services will be made by an ARRC appointed committee which will evaluate the proposals in accordance with the evaluation criteria specified herein and establish a ranking. Proposals will be evaluated on the basis of advantages and disadvantages to ARRC using the criteria described in this Section. Please note, however, that a serious deficiency in any one criterion may be grounds for rejection and that the listing of pricing as an evaluation factor does not require ARRC to select the firm that submits the lowest price. ARRC shall have the right to obtain, from any and all sources, information concerning a Proposer, which is deemed pertinent to the RFP, and to consider such information in the evaluation of the Proposer’s proposal.

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 at ARRC’s Board Room located at 327 West Ship Creek Avenue, Anchorage, Alaska. 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. Upon completion of the oral presentations, the evaluation committee will review the material presented and determine a ranking order for the firms interviewed in accordance with the evaluation criteria listed herein. Negotiations will be conducted with the highest ranked firm(s) until a contract is awarded. If an agreement cannot be reached on contract terms, negotiations will be terminated and the next highest ranked firm(s) will be contacted for negotiation. ARRC will release the name of the successful firms upon award of the contract.

Proposals shall at a minimum address each of the following criteria:

**EVALUATION CRITERIA – PARTS 1 through 8**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>WEIGHT</th>
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<tbody>
<tr>
<td>1. Experience &amp; Qualifications of the Firm:</td>
<td>15</td>
</tr>
<tr>
<td>• Introduce your firm to us describing your history, your ownership structure, including parent, affiliated or subsidiary company, and business partners. Describe your approach to consulting services and how you expect to meet client expectations.</td>
<td></td>
</tr>
<tr>
<td>• Provide a summary of your firm’s experience as it relates to the services by Part being requested in Section B of this RFP that are being responded to.</td>
<td></td>
</tr>
<tr>
<td>• Provide a statement regarding compliance to the minimum requirements specified in Section A for each Part the proposer is responding to.</td>
<td></td>
</tr>
<tr>
<td>• Provide a representative list of clients including addresses, contact names and phone numbers. In case of a business entity client, provide the name of an individual familiar with the nature of your services to the entity.</td>
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</tbody>
</table>
• Disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest.

• Please provide any other relevant information that may assist ARRC in the selection process.

2. **Proposed Key Personnel:**

   • List key personnel to be utilized for these services and provide resumes for such individuals. Discuss the experience/expertise of the proposed key personnel in providing the services described in Section B.

3. **Pricing:**

   • Please specify the hourly rates you will charge ARRC for the top three key personnel who will perform the majority of work on each part responded to. Submit this information in a separate sealed envelope labeled “Pricing” with your proposal.

   **Note:** Pricing shall be evaluated as follows: The sum of the above three hourly rates provided will be averaged and used for scoring purposes. The firm with the lowest overall average will be awarded the full point potential for this criterion with other firms receiving a proportionate score.

   **Total Possible Score**

   **CONTRACT AWARD**

   Once the committee has established a ranking, 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.

   It is the intent of ARRC to make multiple awards based on the evaluation criteria listed in the table above. The top scoring firms will be issued intent to award. Although it is anticipated that several contracts may be awarded in each term service area, ARRC may elect to award a fewer or greater number of contracts based on the submittals received. ARRC also reserves the right to award contracts based on geographical location. For example, Fairbanks based firms may be awarded a contract only for projects located within the north end of the railbelt. Ranking of proposals will be used for initial selection of term contractors only. After the initial selection and the award of the term contracts, the initial ranking will have no bearing on the award of individual task orders.

   It is the Offeror’s responsibility to understand what is required by this solicitation. The ARRC shall not be held responsible for Offeror's lack of understanding. Should an Offeror not understand any aspect of this Request for Proposal, or require further explanation, or clarification regarding the intent or requirements of this document, it shall be the responsibility of the Offeror to seek guidance from the ARRC.
SECTION E
CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

PART I – INSTRUCTIONS

1. All Bidders/Proposers 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/Proposer 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 "Proposer" 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 Proposer's responses; and Proposer 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 Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract if it is awarded to Proposer.

PART II - IDENTITY OF PROPOSER

1. Proposer's Full Legal Name: _______________________________________________

2. The Proposer 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 venturers 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. Proposer's federal taxpayer identification number: ___________________________
4. Proposer's Alaska business license number: ________________________________

5. Proposer’s contractor’s license number (for construction only): ______________

6. Proposer’s legal address: ________________________________________________
________________________________________

   Telephone Number: (___) ___________________ Fax Number: (___)______________

7. Proposer’s local or authorized point of contract address:

   Name: _________________________________ Title: ____________________________

   Address: ______________________________________________________________

   Telephone Number: (___) _______________ Fax Number: (___)________________

8. How long has the Proposer been in business? ________________________________

9. Has Proposer 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 Proposer 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 Proposer as prime contractor or
   joint venture. Proposer need not provide more than three such descriptions.
   YES □  NO □

2. Has the Proposer 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 Proposer acted as prime contractor or joint venture. Proposers 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 Proposer 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 Proposer 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 Proposer 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 Proposer'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 Proposer, 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 Proposer, 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 Proposer, 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 Proposer filed for bankruptcy or reorganization under the bankruptcy laws?
   YES ☐  NO ☐

4. Judgments, Liens And Claims. During the past five years, has the Proposer 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 Proposer 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 Proposer, 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 Proposer's company have any felony charges pending against them that were filed either before, during, or after their employment with the Proposer?  
   YES ☐   NO ☐

2. Regulatory Compliance. In the past five years, has Proposer 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. Proposer’s current Alaska Business License, if required by state law.

2. Proposer’s Financial Statements (see specific requirements below):

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

   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.

   C. NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, must certify these financial statements.

   D. SOLE PROPRIETORSHIPS: Refer to C. If financial statements are not generated, please fill out and sign the Financial Statement form attached hereto. Submit one form for each of the most recent three years.

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 Proposer 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 Proposer to participate in ARRC projects as contractor, subcontractor, vendor, supplier, or consultant. 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 Proposer. 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 PROPOSERS

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 Proposer from doing business with, or performing work for ARRC, either as a vendor, prime contractor, subcontractor, consultant or subconsultant 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.
Financial Statement

To be completed by Proposers that do not produce company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years (one sheet per year.)

**ASSETS**
- Cash on Hand and in Banks
- Account and Notes Receivable
- Fixed Assets (net of depreciation)
- Other Assets
- Total Assets

**LIABILITIES**
- Accounts Payable
- Notes Payable to Banks in next twelve months
- Notes Payable to Others
- Taxes Payable
- Long Term Liabilities (More than twelve months)
- Other Liabilities
- Total Liabilities
- Net Worth

**INCOME FROM OPERATIONS**
- Revenue
- Interest
- Cost of Goods Sold (if appropriate)
- Gross Profit
- General & Administrative Expenses
- Depreciation
- Interest Paid
- Net Gain or Loss

I hereby certify that the above information is true and accurate to the best of my knowledge and belief. I understand false statements may result in denial of a contract, and possible debarment for a period of five years.

______________________________  _________________________
Signature of Owner or Officer    Date Signed

______________________________  _________________________
Company Name     For the Year Ended

Federal ID #
ALASKA RAILROAD CORPORATION
SERVICE BID FORM of

NAME _______________________________________________________________________
ADDRESS ____________________________________________________________________
____________________________________________________________________________

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Invitation for Bids No. ____________________, dated ________________, the
Undersigned proposes to furnish and deliver all the services and perform all the work required in said Invitation
according to the specifications and requirements contained therein and for the amount and prices named
herein as indicated on the Cost Schedule, which is made a part of this Bid.

The Undersigned hereby agrees to execute said contract and bonds, if any, within Ten (10) Calendar Days, or
such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the
acceptance of this Bid, and it is hereby mutually understood and agreed that in case the Undersigned does
not, the accompanying bid guarantee, if any, shall be forfeited to the Alaska Railroad Corporation as liquidated
damages, and said Contracting Officer may proceed to award the contract to others.

The Undersigned agrees to commence performance within Ten (10) Calendar Days after the effective date of
the Notice to Proceed and to complete performance by ________________________, unless extended in
writing by the Contracting Officer.

The Undersigned acknowledges receipt of the following addenda to the requirements and/or specifications for
this Invitation for Bids (give number and date of each).

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NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she
nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered
into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive
bidding in connection with this Bid.

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by
affixing his/her signature below:

Name and Title of Person Signing __________________________
Signature __________________________

Telephone Number __________________________ Facsimile Number __________________________

395-0129 (12/99)
SECTION F
REQUIRED CONTRACT PROVISIONS
FOR
FEDERAL-AID CONTRACTS
[Revised August 19, 2013]

The following contract provisions shall apply, where applicable, to all work performed on the contract by the contractor’s own organization and by subcontractors. As provided in this Section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. Incorporation by reference shall not be allowed. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all applicable Required Contract Provisions.

1. CARGO PREFERENCE REQUIREMENTS - 46 USC §1241, 46 CFR Part 381 [Applicable to all Federal-aid contracts involving equipment, materials or commodities which may be transported by ocean vessel]

Cargo Preference Use of United States - Flag Vessels - The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding subsection to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to ARRC (through the contractor in the case of a subcontractor’s bill-of-lading.)

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

2. DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION - 49 CFR Part 29; Executive Order 12549 [Applicable to all Federal-aid contracts which exceed $25,000]

Instructions for Certification - Lower Tier Covered Transactions:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, ARRC may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to ARRC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposa,” and voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact ARRC for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a
person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by ARRC.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, ARRC may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS - 40 USC 3141 et seq.; 18 USC 874; 29 CFR Part 5; 49 CFR 18.36(i)(5) [Applicable to all Federal-aid construction contracts which exceed $2,000]

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is
performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the
wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2. Withholding - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, ARRC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has
been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to ARRC for transmission to the Federal grantor agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal grantor agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In
addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


4. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - 40 USC 3701 et seg.; 29 CFR Part 5; 29 CFR §1926** [Applicable to all Federal-aid construction in excess of $100,000 and all nonconstruction contracts which employ mechanics and laborers on a public work in excess of $100,000]

A. **Overtime (Applicable to construction and nonconstruction contracts)**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain...
records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

B. Contract Work Hours and Safety Standards Act (Applicable to construction contracts only) (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 USC § 333, and applicable DOL regulations, “Safety and Health Regulations for Construction” 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) Subcontracts - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

5. CLEAN WATER REQUIREMENTS - 33 USC 1251 [Applicable to all Federal-aid contracts which exceed $100,000]

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to ARRC and understands and agrees that ARRC will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

6. CLEAN AIR REQUIREMENTS - 42 USC 7401 et seq., 40 CFR 15.61 & 49 CFR Part 18 [Applicable to all Federal-aid contracts which exceed $100,000]

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The Contractor agrees to report each violation to ARRC and understands and agrees that ARRC will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

7. ACCESS TO RECORDS AND REPORTS - 49 CFR 18.36 [Applicable to all Federal-aid contracts]

Access to Records - The following access to records requirements apply to this Contract:

1. Contractor agrees to provide ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives access to the Contractor's books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.

2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain the same until ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

8. **FEDERAL CHANGES - 49 CFR Part 18** [Applicable to all Federal-aid contracts]

Federal Changes - Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between ARRC and the Federal grantor agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

9. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES** [Applicable to all Federal-aid contracts]

(1) ARRC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARRC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 31 USC 3801 et seq.; 49 CFR Part 31; 18 USC 1001** [Applicable to all Federal-aid contracts]

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 USC §1001 on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11. **SEISMIC SAFETY REQUIREMENTS - 42 USC 7701 et seq. & 49 CFR Part 41** [Applicable only to Federal-aid contracts for the construction of new buildings or additions to existing buildings]

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract
including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

12. **ENERGY CONSERVATION REQUIREMENTS** - [42 USC 6321 et seq. & 49 CFR Part 18](#) [Applicable to all Federal-aid contracts]

**Energy Conservation** - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.


**Civil Rights** - The following requirements apply to the underlying contract:

1. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, and section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.

2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

   (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, and 42 USC §2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

   (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, and 29 USC § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

   (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

14. **BREACHES AND DISPUTE RESOLUTION** - [49 CFR Part 18](#) [Applicable to all Federal-aid contracts in excess of $100,000]
Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in accordance with ARRC’s Procurement Rules.

Performance During Dispute - Unless otherwise directed by ARRC, Contractor shall continue performance under this contract while matters in dispute are being resolved.

Notification - In addition to the notice requirements set out elsewhere in this contract, if the contractor becomes aware of any act or occurrence which may form the basis of a claim by the contractor for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the contract, the contractor shall immediately inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the contractor shall, within the next 14 days, submit an Intent to Claim in writing to the Project Manager. The claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the Intent to Claim. Receipt of the claim will be acknowledged in writing by the Project Manager. The Contractor agrees that unless these written notices are provided, the contractor will have no entitlement to additional time or compensation for such act, event or condition.

Presenting Claim - A claim shall be submitted in accordance with ARRC Procurement Rule 1800.12 and shall specifically include the following:

1. The act, event or condition giving rise to the claim.
2. The contract provisions which apply to the claim and under which relief is provided.
3. The item or items of contract work affected and how they are affected.
4. The specific relief requested, including additional contract time if applicable, and the basis upon which it was calculated.

Claim Validity, Additional Information, & Project Manager’s Actions - The claim, in order to be valid, must not only show that the contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the contract provides entitlement to relief to the contractor for such act, event, or condition. The Project Manager reserves the right to make written request to the contractor at any time for additional information which the contractor may possess relative to the claim. The contractor agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim. The claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Manager of Purchasing & Materials for formal written decision.

Decision on Claim - The contractor will be furnished the Manager of Purchasing & Materials’ decision within the next 90 days, unless additional information is requested by the ARRC. The Manager of Purchasing & Materials’ decision is final and conclusive unless fraudulent as to the Claim.

Notice of Appeal - Within 14 days of receipt of the Manager of Purchasing & Materials’ decision, the contractor may deliver a Notice of Appeal to ARRC in accordance with ARRC Procurement Rule 1800.13 and request a hearing. The Notice of Appeal shall include specific exceptions to the Manager of Purchasing & Materials’ decision, including specific provisions of the contract, which the contractor intends to rely upon in the appeal. General assertions that the Manager of Purchasing & Materials’ decision is contrary to law or to fact are not sufficient.

Decision on Appeal - The decision of the ARRC on appeal will be rendered within 90 days after the conclusion of a hearing conducted under ARRC Procurement Rule 1800.15 or the date of receipt of the Notice of Appeal, whichever is later. The time limits given above may be extended by mutual consent. The decision of ARRC on appeal shall be final and conclusive unless the Contractor appeals to the superior court in accordance with ARRC Procurement Rule 1800.18.

15. NONSEGREGATED FACILITIES [Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more]

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide
for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

2. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

16. NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - 16 USC §470 et seq. [Applicable to all Federal-Aid contracts]

In the performance of this contract, neither Contractor nor its subcontractors shall take any action (which term includes but is not limited to the seeking of any required federal license or permit, and the extraction of material or natural resources from any source whatsoever) that may affect a district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places without prior notice to ARRC and compliance with the requirements of the National Historic Preservation Act of 1966, 16 USC § 470 et seq. Contractor is advised that both historic and cultural sites may be eligible for inclusion on the National Register.

17. FLY AMERICA REQUIREMENT - 49 USC §40118; 41 CFR § 301-3.61(b) & 301-10.131 et seq. [Applicable to all Federal-aid contracts which may involve the international air transportation of equipment, materials, commodities, products or personnel]

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. RECYCLED PRODUCTS - 42 USC §6962; 40 CFR PART 247 [Applicable to all Federal-aid contracts for items designated by the EPA, for the purchase of $10,000 or more of one of these items during the fiscal year]

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to include this requirement in all subcontracts issued pursuant to this contract when the subcontract may involve the purchase of said items.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS - FTA Circular 4220.1F [Applicable to all FTA funded contracts]

The provisions herein include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in
FTA Circular 4220.1F are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any ARRC requests which would cause ARRC to be in violation of the FTA terms and conditions.

20. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM** [Applicable to all FTA and FHWA funded contracts]

1. **Assurance** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the ARRC deems appropriate.

2. **Contract Goal** - This contract has no contract goal for the participation of Disadvantaged Business Enterprises (DBEs). Nonetheless, the ARRC strongly encourages the contractor to use the services of small businesses, including DBEs, as subcontractors whenever possible. The ARRC requests that the contractor consider such measures as: (1) subcontracting to small businesses, including DBEs, portions of the work the contractor might otherwise do with its own forces; (2) reducing or waiving subcontractor bonding requirements for small businesses, including DBEs; (3) reviewing the list of businesses certified in the Small Business Administration’s 8(a) Business Development Program for potential subcontractors [contact the SBA at (907) 271-4022] and (4) reviewing the list of businesses certified as DBEs by the Alaska Unified Certification Program for potential subcontractors [http://www.dot.state.ak.us/cvlrts/directory.shtml].

3. **Prompt Payment** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the ARRC. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. Any retainage not returned to a subcontractor will be reported to the ARRC by the prime contractor. This clause applies to both DBE and non-DBE subcontractors.
21. **FHWA BUY AMERICA REQUIREMENTS - 23 CFR §635.410** [Applicable only to FHWA funded construction contracts in excess of $100,000]

Unless a waiver has been granted by the FHWA, all steel and iron materials which are incorporated into the work, and the action of applying a coating to a covered material (i.e., steel and iron), shall be manufactured in the United States except that minor amounts of steel and iron materials of foreign manufacture may be used, provided the aggregate cost of such materials does not exceed one tenth of one percent (0.1 percent) of the total contract amount, or $2500, whichever is greater. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of a material subject to the requirements of this section. For the purposes of this section, the cost is the value of the products as they are delivered to the project. When steel and iron materials manufactured in the United States are shipped to a foreign country where non-steel or iron products are installed on or in them (i.e., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements of this section. A certification of materials origin, attesting to compliance with this provision, shall be furnished to the Engineer prior to incorporating any steel or iron products into the project. Bidders may submit an alternate bid for the project based on the use of foreign iron or steel materials. In this event, the contract will be awarded to the bidder who submits the lowest total responsive bid based on furnishing domestic iron and steel materials unless such total bid exceeds the lowest total responsive bid based on furnishing foreign steel and iron materials by more than 25 percent.

**Certificate of Compliance with 23 CFR §635.410**

The bidder or offeror hereby certifies that it will comply with the requirements of 23 CFR §635.410.

Date:_______________________________________________________________________________

Signature:___________________________________________________________________________

Company Name:______________________________________________________________________

Title:________________________________________________________________________________
22. **FTA BUY AMERICA REQUIREMENTS - 49 USC §5323(j); 49 CFR Part 661** [Applicable only to FTA funded construction contracts and contracts for the purchase of goods or rolling stock in excess of $100,000]

**Buy America** - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products:**

**Certificate of Compliance with 49 U.S.C. 5323(j)(1)**
The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date:_____________________________________________________________________________
Signature:___________________________________________________________________________
Company Name:______________________________________________________________________
Title:________________________________________________________________________________

**Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)**
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date:_____________________________________________________________________________
Signature:___________________________________________________________________________
Company Name:______________________________________________________________________
Title:________________________________________________________________________________

**Certification requirement for procurement of buses, other rolling stock and associated equipment:**

**Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)**
The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date:_____________________________________________________________________________
Signature:___________________________________________________________________________
Company Name:______________________________________________________________________
Title:________________________________________________________________________________

**Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)**
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date:_____________________________________________________________________________
Signature:___________________________________________________________________________
Company Name:______________________________________________________________________
Title:________________________________________________________________________________
23. **FRA BUY AMERICA REQUIREMENTS-SUPPLIES - 41 USC §§10a-d; 48 CFR Part 25** [Applicable only to FRA funded contracts for the purchase of goods, supplies or equipment in excess of $100,000]

(a) The FRA requires its grantees to comply with The Buy American Act (41 U.S.C. 10) which provides that preference be given to domestic end products.

Components, as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

**Domestic end product**, as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End products, as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those-

(1) For use outside the United States;

(2) That government agencies have determined are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. A current list of such items is contained in 48 CFR 25.108.

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable under 48 CFR 25.105. The offered price of a domestic end product shall be determined to be unreasonable when the lowest acceptable domestic offer exceeds the lowest acceptable foreign offer, inclusive of duty, by more than 6 percent, if the domestic offer is from a large business or more than 12 percent, if the domestic offer is from a small business concern.

A bidder must submit to ARRC the Buy America certification (below) with its bid response for FRA funded supply contracts. Bids that are not accompanied by a completed Buy America certification may be rejected as nonresponsive.

**Certificate of Compliance with 41 USC §§10a-d - Supplies**

The bidder or offeror hereby certifies that the products it proposes to supply hereunder comply with the requirements of 49 USC §§10a-d and the applicable regulations in 48 CFR Part 25.

Date:_______________________________________________________________________________

Signature:___________________________________________________________________________

Company Name:______________________________________________________________________

Title:________________________________________________________________________________
24. **FRA BUY AMERICA REQUIREMENT-CONSTRUCTION - 41 USC §10a-d; 48 CFR Part 25**

[Applicable only to FRA funded construction contracts in excess of $100,000]

(a) The FRA requires its grantees to comply with The Buy American Act (41 U.S.C. 10) which provides that preference be given to domestic construction materials. As used in this clause-

*Components* means those articles, materials, and supplies incorporated directly into construction materials.

*Construction material* means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

*Domestic construction material* means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the U.S., if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of cost of all its components. Materials of foreign origin of the same class or kind as the materials listed in 48 CFR 25.108 shall be treated as domestic.

(b)(1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction materials or components listed by the Government as follows: NONE

(3) Other foreign construction material may be used on this project if ARRC determines that-

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction materials will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) or allowed under paragraph (b)(3) of this clause.

(c) **Request for determination.** (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for ARRC evaluation of the request for a determination regarding the inapplicability of the Buy American Act in time to allow determination before submission of bids or offers. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If ARRC determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction
material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) If ARRC does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

<table>
<thead>
<tr>
<th>FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction material description</td>
</tr>
<tr>
<td>-----------------------------------</td>
</tr>
<tr>
<td>Item 1:</td>
</tr>
<tr>
<td>Foreign construction material</td>
</tr>
<tr>
<td>Domestic construction material</td>
</tr>
<tr>
<td>Item 2:</td>
</tr>
<tr>
<td>Foreign construction material</td>
</tr>
<tr>
<td>Domestic construction material</td>
</tr>
</tbody>
</table>

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

1/ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

A bidder must submit to ARRC the Buy America certification (below) with its bid response for FRA funded construction. Bids that are not accompanied by a completed Buy America certification may be rejected as nonresponsive.

Certificate of Compliance with 41 USC §§10a-d - Construction

The bidder or offeror hereby certifies that the construction materials it proposes to provide hereunder comply with the requirements of 49 USC §§10a-d and the applicable regulations in 48 CFR Part 25.

Date:_______________________________________________________________________________
Signature:___________________________________________________________________________
Company Name:______________________________________________________________________
Title:______________________________________________________________________________
25. **CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING - 31 USC §1352, 49 CFR Parts 19, 20** [Applicable to all Federal-aid contracts and to all related subcontracts which exceed $100,000]

A bidder must submit to ARRC the below certification with its bid response for any Federally funded contract that exceeds $100,000. Bids that are not accompanied by a completed certification may be rejected as nonresponsive.

1. The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:
   
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

2. The undersigned also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor, _________________________________ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official:________________________________________________

Name and Title of Contractor’s Authorized Official:____________________________________________

Date:_______________________________________________________________________________
26. **FTA PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS - 49 U.S.C. 5323 & 49 CFR Part 663** [Applicable only to FTA funded contracts for the purchase of rolling stock in excess of $100,000]

**Pre-Award and Post-Delivery Audit Requirements** - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. **Buy America Requirements**: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2. **Solicitation Specification Requirements**: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

3. **Federal Motor Vehicle Safety Standards (FMVSS)**: The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

27. **CERTIFICATION REGARDING COMPLIANCE WITH 49 CFR 26.49 - ESTABLISHMENT OF DBE GOAL** [Applicable to all FTA funded contracts for Transit Vehicles]

**Certificate of Compliance with 49 CFR 26.49**

The bidder or offeror hereby certifies that it has established a DBE goal and submitted it to the FTA for approval in accordance with the provisions of 49 CFR 26.49.

Date:_______________________________________________________________________________
Signature:____________________________________________________________________________
Company Name:_________________________________________________________________________
Title:_________________________________________________________________________________
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 consultants 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, reperform 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 reperform 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:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Minimum Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $100,000</td>
<td>$500,000 per Occurrence/Annual Aggregate</td>
</tr>
<tr>
<td>$100,000-$499,999</td>
<td>$1,000,000 per Occurrence/Annual Aggregate</td>
</tr>
<tr>
<td>$500,000-$999,999</td>
<td>$2,000,000 per Occurrence/Annual Aggregate</td>
</tr>
<tr>
<td>Over $1,000,000</td>
<td>Negotiable-Refer to Risk Management</td>
</tr>
</tbody>
</table>

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 nonbreaching or nondefaulting 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.