



CORPORATE WEBSITE SERVICES

REQUEST FOR PROPOSALS No. 25-15-212956

MAY 20, 2025

ALASKA RAILROAD CORPORATION
327 WEST SHIP CREEK AVENUE
ANCHORAGE, ALASKA 99501



May 20, 2025

ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
PHONE: 907-265-8747
MOBILE: 907-885-1747
EMAIL: SAYS@AKRR.COM

REQUEST FOR PROPOSAL # 25-15-212956

CORPORATE WEBSITE SERVICES

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

Firms that have not returned this cover sheet will not be informed of addenda and will only be alerted to addenda by checking with the Alaska Railroad Corporation (ARRC) Contract Administrator, or by checking ARRC's Solicitations webpage located at:

<https://www.alaskarailroad.com/corporate/procurement/solicitations>

Offerors must acknowledge the receipt of all issued addendum(s) on their Proposal Bid Form.

Company: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Website: www.alaskarailroad.com



May 20, 2025

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REQUEST FOR PROPOSALS (RFP) # 25-15-212956

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

CORPORATE WEBSITE SERVICES

Proposals will be received until **3:00 PM local time on Thursday, June 12, 2025 via Dropbox.**

One electronic copy of your firm's proposal must be submitted using DropBox. Proposals shall be submitted by the above-mentioned date/time to the following DropBox link:

<https://www.dropbox.com/request/e5PuA3piiX5onOJalssU>

It is the offeror's responsibility to verify with the Contract Administrator that their proposal was received timely. If your firm has restrictions on Dropbox submittals, you must contact the ARRC Contract Administrator at least seven days prior to the proposal due date to discuss alternatives.

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

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

Alaska Railroad Corporation
Supply Management
Attn: Sazil Say
327 W. Ship Creek Avenue
Anchorage, Alaska 99501

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

Pre-Proposal Conference: A pre-proposal conference will be held on June 3, 2025 at 11:00 AM local time via WebEx. You may attend the pre-bid conference by pasting the following link into your web browser: <https://akrr.webex.com/akrr/j.php?MTID=me98f884e2d2d86455dedb05b23672c4e>

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

Funding: The funding for this project is proposed to use ARRC Internal Funds.

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

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

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

Green Star recognizes organizations that demonstrate an ongoing commitment to reducing waste, preventing pollution, and conserving energy. The railroad has repeatedly recertified the Green Star Award and earned an additional Green Star Air Quality Award in 2007. In 2011, Green Star Inc. presented the Alaska Railroad with its premier new "Super Nova Award" recognizing a higher level of leadership and commitment to doing business in an environmentally responsible manner. ARRC continues to pursue programs and initiatives that promote environmental stewardship.



Please direct all questions concerning this solicitation in writing to:

Sazil Say

Contract Administration Specialist

says@akrr.com

907.265.8747 office

907.885.1747 mobile

physical: 327 W. Ship Creek Ave, Anchorage, AK 99501



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- SECTION G SERVICE BID FORM
- SECTION H GENERAL TERMS & CONDITIONS (PROFESSIONAL SERVICES CONTRACTS)

ATTACHMENTS

These attachments can be downloaded from the following DropBox:

<https://www.dropbox.com/scl/fo/245yacxm8amlqvdhruvz1/AC-rbcMiiODwyhsbtGkKh4c?rlkey=z28xn47rjr83cnsalntqkgz18&st=0e7e9hbo&dl=0>

1. AKRR Wireframes April 2022 PDF

SECTION A

INTRODUCTION

COMPANY BACKGROUND

The Alaska Railroad Corporation (ARRC) is a full-service railroad providing year-round passenger and freight rail services in Alaska. ARRC operates and maintains over 500 miles of track, serving communities from the ports of Seward and Whittier in South Central Alaska, north to Fairbanks and North Pole in the Interior.

ARRC is a public corporation formed pursuant to AS 42.40 and is an instrumentality of the State within the Department of Commerce, Community and Economic Development. Business lines include Freight and Passenger Transportation Services as well as Real Estate Services for Leasing and Permitting of ARRC properties. Corporate functions and activities include a Governing Board, Executive Leadership, Human Resources, Procurement, Public Information (Press Releases, Media Kits, etc.) as well as many regulatory requirements relating to Safety, Environmental and Security, etc.

You can learn more about the Alaska Railroad Corporation by visiting www.alaskarailroad.com.

PROJECT OVERVIEW AND PURPOSE

In 2016, the Alaska Railroad Corporation (ARRC) implemented its website with a vision to provide an engaging and efficient online presence. While the platform has seen minor updates, including booking module enhancements, the core technology and navigation structure have remained unchanged since its inception. As we move forward into a more digitally connected age, it is evident that the current website design is dated, the technology is outdated, and a comprehensive overhaul is required.

SECTION B

SCOPE OF SERVICE

1. Scope of Service

Alaska Railroad is seeking a contract to implement a new website utilizing a modern technology stack (in a hosted environment) and mobile-first design with improved navigation structure and booking tools. Primary objectives are to increase revenue, efficiency and customer satisfaction by improving access to information and enhancing functionality. By focusing on self-service and automation, ARRC will reduce the need for direct staff interaction, which only occurs during our business hours.

While the site will have a consistent look and feel, there are two major design areas that must be developed and integrated into a finished product. They are the “passenger” and “non-passenger” related navigation, content and functionality. The ARRC team has initial concepts of the User Experience (UX)/User Interface (UI) design for passenger content and basic booking functionality. These artifacts shall be used to further develop the site, content, functionality and graphic design for the entire site.

The redesign of our booking engine will require multiple phases. Vendors shall identify milestones to support the separate phases for booking Rail Only and Single Day Packages (referred to as [Day Tours](#) on our existing site). Later phases will roll out additional functionality including Multi-Day Packages. Sample websites having similar functionality are [railbookers.com](#), [tourradar.com](#) and [alaskatravel.com](#).

Computing Environment

The ARRC uses a third party, commercial off the shelf, internally hosted reservation system called “Rail Studio” provided and supported by the vendor Open Destinations LLC based in London, England. This system has an XML based API that supports our ability to offer rail bookings to direct consumers and Travel Trade Partners (that book our services and receive commission). It uses a Microsoft SQL Server database. Our current payment gateway integrated with Rail Studio and our website is CyberSource (using REST or SOAP APIs). ARRC maintains multiple non-production environments.

2. System/Solution

- Select and implement a modern technical architecture/stack such as Angular, React, or alternative solution, as approved.
- Select and implement a robust and easy to use Content Management System (headless or hybrid CMS) that supports the website generation and maintenance. CMS includes document repositories, WYSIWYG page editing as well as dynamic content to support product booking features.
- Select options/provider(s) for hosted solution and implementation support for the new site.
- Design, document and develop a new ARRC website with improved navigation, content and functionality. Detail the top-down navigation for [www.alaskarailroad.com](#). Develop required templates in CMS.
- Catalog and inventory required page(s) content and plan for refresh, validation and population

within CMS.

- Identify all WGAC 2. AA, ADA accessibility requirements to support customer engagement.
- Identify and implement appropriate user account management and access control functions.
- Identify, analyze and document bookable product content and their sources (i.e. the reservation system) that are sufficient to design and implement within the CMS to facilitate online booking.
- Identify, analyze and document all APIs needed to support booking module and other website functionality.
- Design and development “middleware” webservice to streamline and consolidate required API and CMS interactions.
- Design, document and develop new online booking workflow for direct consumers and a Travel Trade portal.
- Plan and implement website deployment, cutover, support, and knowledge transfer.

3. Key functional capability

- CMS
 - Multi-factor authentication. SSO preferred
 - Role based access controls
 - Document management (options for version control/publishing)
 - WYSIWYG interface with publishing controls
 - Reusable content modules and templates
 - Content integration for reservation system data required for APIs
- Booking Module
 - Rail Only and Single Day Package (Day Tours) booking
 - Ability to book Motorcoach alongside Rail as a transportation option
 - Recall Option booking to review and apply payment to Confirm if booking criteria met
 - Recall Confirmed booking to Cancel if accept standard cancellation penalties and booking criteria met
 - Apply coupon code for applicable booking discounts
 - CyberSource payment gateway integration
- Site Performance
 - Mobile-first design
 - Functional on supported, most frequently used browsers and devices
 - Minimum response time meets industry standards
- Travel Trade Portal
 - Login account password reset and forgotten username
 - Booking search and review
 - Ability to create Option booking.
 - Apply payment gross or net of commission based on agent type.
 - Registration form emailed to ARRC user (future integration with Salesforce)

- Third Party Tools
 - Google Analytics
 - Google Tag Manager
 - Cookie Consent
 - Mailchimp
- Future Integrations
 - Salesforce (form integrations)
 - Click-to-Chat
 - AI Chatbots
- Miscellaneous
 - Availability Calendar
 - Various forms emailed to ARRC users (Lost & Found, Freight Quote Request, etc.)
 - Address cybersecurity vulnerabilities. Pass cybersecurity penetration testing
- Compliance Requirements
 - Web Content Accessibility Guidelines (WCAG) 2.1 Level AA
 - Payment Card Industry Data Security Standard (PCI-DSS)
 - Privacy and Security Law/Standard (GDPR, CCRS/CCPA)

4. **Expected Activities**

a) **Project Planning and Discovery:**

- Conduct stakeholder interviews and user research to gather requirements, expectations, and desired features.
- Analyze the current website's performance, traffic, and user feedback.
- Establish success metrics, KPIs, and project milestones.

b) **Technology Stack Selection:**

- Propose and finalize the technology stack, ensuring scalability, security, and future updates (e.g., CMS, frontend and backend technologies, APIs).
- Recommend a hosting environment that supports high traffic, security, and uptime (e.g., AWS, Azure, Google Cloud).

c) **Website Design:**

- Design a modern, clean, and mobile-first website based on provided UX design and wireframes.
- Update wireframes, mockups, and prototypes for review and feedback, including mobile optimized layouts.

d) **Website Development:**

- Develop a fully functional website based on the approved design and user interface.
- Ensure SEO and AI optimization of the website's content and structure for improved visibility and ranking on search engines.
- Implement security protocols, including encryption and user authentication, for any sensitive data (e.g., payment information).

e) **Content Migration and Integration:**

- Migrate relevant content from the old website to the new platform while ensuring consistency and accuracy.
- Integrate third-party tools or systems (e.g., payment gateways, CRM, email marketing platforms, etc.) with the new website as needed.

f) **Testing and Quality Assurance (QA):**

- Conduct comprehensive testing to ensure functionality, performance, and security, including:
 - Cross-browser and cross-device testing.
 - Load and performance testing to ensure the website handles peak traffic efficiently.
 - Usability testing to ensure a smooth user experience, especially on mobile devices.
 - Identify and fix any bugs or issues during the testing phase.

g) **Training and Knowledge Transfer:**

- Provide training to relevant staff on how to manage and maintain the website's content, analytics, and administrative tools.
- Supply documentation detailing the website's features, structure, and user management guidelines.

h) **Launch and Post-Launch Support:**

- Assist in the deployment of the website to the live environment.
- Provide post-launch support for minimum of 60 days.
- Monitor website performance after launch to ensure the site operates as expected.

SECTION C

PROPOSAL INFORMATION, CONDITIONS & INSTRUCTIONS

1. Pre-Submission Proposal Inquires

Offerors shall promptly notify ARRC of any ambiguity, inconsistency, conflict, or error which they may discover upon examination of the solicitation documents. Verbal inquiries regarding this RFP are not permitted. All inquiries must be made in writing and received at ARRC's offices 10 days prior to submission deadline. Written inquiries must be submitted to Sazil Say at SayS@akrr.com.

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

2. Proposal Submission Deadline

Proposals will be received until **3:00 PM local time on Thursday, June 12, 2025 via Dropbox.**

One electronic copy of your firm's proposal must be submitted using DropBox. Proposals shall be submitted by the above-mentioned date/time to the following DropBox link:

<https://www.dropbox.com/request/e5PuA3piiX5onOJalssU>

It is the offeror's responsibility to verify with the Contract Administrator that their proposal was received timely. If your firm has restrictions on Dropbox submittals, you must contact the ARRC Contract Administrator at least seven days prior to the proposal due date to discuss alternatives.

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

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

Alaska Railroad Corporation
Attn. Sazil Say
327 W. Ship Creek Avenue
Anchorage, Alaska 99501

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

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

3. Proposal Open and Subject to Acceptance

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

4. Proposal Opening

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

5. Reserved Rights

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

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

6. Proposal Costs

Each Offeror shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and if applicable, performance of the demonstration, and ARRC shall have no responsibility or liability whatsoever for any such costs and expenses. Neither ARRC nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from

the solicitation or collection of proposals. By submitting a proposal, Offeror expressly waives (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

If applicable, proposers are responsible for all costs associated for attending the demonstration, including but not limited to, flights, per-diem, car rental and lodging for their assigned staff travelling to Alaska for the in- person demonstration.

7. Taxes

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

8. Proposal Package Format

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

Interested firms shall submit one (1) electronic (soft copy) proposal and one (1) original (hard copy with signatures). The proposals should contain a statement of qualifications, a concise narrative that fully addresses each Evaluation Criteria as it pertains to the Scope of Services, and include other required information. The original proposal shall be fastened with one staple, binder clip, or rubber band. No other form of binding shall be used and no cover or dividers shall be included. Proposals shall have a maximum of thirty (30) pages. Page count does **not** include the 2-page cover letter, questionnaire, bid form, or personnel resumes. Material not so identified or assembled may be discarded without evaluation.

Cover Letter: A signed cover letter of a maximum two pages should introduce the proposed firm and include the following:

- summarize the main qualifications of the firm and verifying that the firm meets the minimum qualifications (item #14) and whether the firm qualifies for the Alaska Bidder/Offeror's Preference – if applicable (item #15)
- disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest
- 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

Technical Proposal: Important Instructions, the following information is required to be considered responsive, Offerors must submit the following with their proposal:

- (a) Contractor Responsibility Questionnaire, Section F (notarized)
- (b) Service Bid Form, Section G (signed and with all addendum(s) acknowledged)
- (c) Response to Section D. Acceptable responses must be titled, numbered, and assembled in the order in which the criteria are listed in below and in Section D, so the criterion to which information applies shall be plainly evident with clearly labeled

sections. Failure to respond directly to any criteria will result in an evaluation score of zero for that criterion.

- Section 1 Experience and Past Performance
 - Performance reference
 - Examples of sites links
 - Project delivery team resumes
- Section 2 Understanding of Project
- Section 3 Compliance and Legal Considerations
- Section 4 Cost Proposal **(as a separate document)**

9. Capacity to Perform

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

10. Costs

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

11. Purchase Obligation

ARRC and responding firms expressly acknowledge and agree that ARRC has made no express or implied promises to expend any dollar amounts with respect to the services addressed by this RFP. By submitting a proposal in response to this RFP, each firm acknowledges and agrees that the provisions of this RFP, and/or any communication, statement, act or omission by representatives of ARRC (including consultants) in the selection process, shall not vest any right, privilege, or right of action in any Offeror.

12. Exceptions to Terms, Conditions and Specifications

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

13. Public Information

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

14. Qualifications of Offerors

Minimum Qualifications:

Offeror must meet the following minimum qualifications.

- Offeror must be licensed in Alaska and have a minimum of five (5) years of experience providing the services listed in the scope of work/deliverables.

General Qualifications:

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

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

15. Alaska Bidder's Preference

For the purposes of evaluating the price evaluation criteria, the proposed price of an Offeror who qualifies as an Alaska Bidder shall be reduced by 5%. The preference will be given to Offerors who:

- (a) hold a current Alaska business license;
- (b) submit a proposal for goods or services under the name on the Alaska business license;
- (c) have maintained a place of business within the state staffed by the Offeror, or an employee of the Offeror, for a period of six (6) months immediately preceding the date of the proposal;
- (d) are incorporated or otherwise qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, are composed entirely of entities that qualify under (a)-(d) of this subsection.

Offerors seeking an Alaska Bidder's Preference must include a statement within their cover letter certifying that the Offeror meets the above requirements and is eligible to receive the Alaska Bidder's Preference. Copies of any relevant documentation should also be provided (this documentation does NOT count towards your 30-page limit).

16. Contract Period

The length of the contract will be from date of execution through December 31, 2026.

17. 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). 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 of 4.0% in federal fiscal years 2025-2027 on contracts funded by agencies within the U.S. Department of Transportation. If this contract is funded in whole or in part by funds from the FTA, FEMA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.

18. DBE Reports

Firms are required to report annually to the ARRC Contract Administrator all work by DBE contractors or subcontractors and the dollar amount. ARRC will provide the Firm a 14-day notice, by email, when to provide the information.

19. Protests

A protest based on alleged improprieties or ambiguities in a solicitation must be filed at least 10 days before the due date of the bid or proposal, unless a later protest due date is specifically allowed in the solicitation. If a solicitation is made with a shortened public notice period and the protest is based on alleged improprieties or ambiguities in the solicitation, the protest must be filed before the due date of the bid or proposal.

20. Alaska Business License and other required licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's

occupational licensing office; or

- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SECTION D

EVALUATION CRITERIA

ARRC’s Evaluation Committee will consider the Evaluation Criteria in this section while evaluating proposals. The following Evaluation Criteria will be considered for both Phases of the evaluation process.

All submissions shall include detail to support full assessment of vendor capabilities, experience, project schedule and cost breakdown by resource/role. Further, submissions must include project delivery team resumes, performance references, and examples of sites in which they acted as the primary for site development.

PHASE I	WEIGHT
1. EXPERIENCE & PAST PERFORMANCE	35
2. UNDERSTANDING OF PROJECT	30
3. COMPLIANCE AND LEGAL CONSIDERATIONS	10
4. COST PROPOSAL	25
TOTAL	100

PHASE II	WEIGHT
1. ORAL PRESENTATIONS/WEBSITE DEMONSTRATIONS	100
TOTAL	100

PHASE I – TECHNICAL PROPOSAL

WEIGHT

- | | |
|---|------------|
| 1. EXPERIENCE & PAST PERFORMANCE | 35% |
| <ul style="list-style-type: none"> • Provide a narrative which demonstrates relevant experience from previous work involving designing, developing, and deploying a website with a modern, mobile-first design. • Offerors must showcase examples of past work, particularly projects of similar scale and complexity, this should include functionality and design that aligns with the project objectives. • Provide a narrative describing technical expertise with modern web solutions and integration. • Provide a representative list of clients including addresses, contact names, and phone numbers, and/or letter(s) of reference. • Provide a minimum of three (3) site links with summary of work completed for clients in which Offeror was the primary developer. Sites with booking modules/engines or Point-of-Sales integration experience preferred. • Provide a narrative describing team qualifications which demonstrates experience and expertise of the project team, including developers, designers, project managers, and any subcontractors. • Resumes/curriculum vitae (CV) for project deliver team personnel. | |
| 2. UNDERSTANDING OF PROJECT | 30% |
| <ul style="list-style-type: none"> • Present information on proposed project approach and methodology • Provide overview of Offeror’s availability to allocate sufficient resources to meet the project’s timeline and deliverables | |

- Outline discovery phase, including descriptions of proposed stakeholder interviews, user research, and understanding of requirements
- Describe the approach for creating a mobile-first, responsive website design that meets user needs and enhances functionality
- Offeror must provide a narrative for addressing potential risks (e.g.; delays, technical challenges, or budget overruns), include risk management and mitigation
- Provide a narrative for the Offeror’s proposed approach to providing post-launch support, including bug fixes, updates, and ongoing maintenance
- Propose Service Level Agreements (SLAs) for response times and resolutions of issues during the support period
- Explain availability of training for staff, as well as thorough documentation for managing and maintaining the website

3. COMPLIANCE AND LEGAL CONSIDERATIONS 10%

- Demonstrate ability to comply with any legal requirements related to data protection, privacy policies, and intellectual property rights
- Describe the Offeror’s approach to safeguard sensitive data, especially when it comes to user information, payments details, and site security
- Provide information about Offeror’s conformance to industry standards (e.g.; PCI-DSS, WCAG for accessibility, GDPR compliance).

4. COST PROPOSAL 25%

- As a separate PDF and in a separate envelope labeled “Cost/Fee Proposal,” provide a Cost Proposal to specify the costs that will be charged under the proposed contract.
- Provide a detailed description of how your firm is to be compensated for the services requested services.
- Provide a detailed, itemized cost breakdown for each phase of the project. This can include, but is not limited to, design, development, testing, training, post-launch support, and any other costs to complete the project.

[remainder of this page left blank intentionally]

Category	Description	Cost
1. Project Planning & Discovery	Initial meetings, requirements gathering, user research, project management setup	[\$Insert Amount]
2. Website Design	Creation of wireframes, mockups, and design prototypes	[\$Insert Amount]
3. Website Development	Frontend and backend development, CMS setup, coding, integration	[\$Insert Amount]
4. Content Migration	Migrating content from the old site to the new one	[\$Insert Amount]
5. Quality Assurance & Testing	Cross-device, cross-browser, and load testing	[\$Insert Amount]
6. Training & Knowledge Transfer	Training staff to manage content and perform administrative tasks	[\$Insert Amount]
7. Launch & Post-Launch Support	Deployment, monitoring, and support for [Insert Duration]	[\$Insert Amount]
8. Hosting & Maintenance	Hosting, ongoing maintenance, and updates	[\$Insert Amount]
9. Other Costs	Any other costs firm may charge for services (insert description of services)	[\$Insert Amount]
	Total Proposed Cost	[\$Insert Amount]

Response will be scored as follows: $\frac{(\text{Lowest Total Proposed Price}) \times (\text{MPP}^*)}{(\text{Offeror's Total Proposed Price})} = \text{Criterion Score}$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

Per ARRC Procurement Rule 1500.1, for the purposes of evaluating price, the proposed price of an offeror who qualifies as an Alaska bidder under Rule 1500.1 (and designates preferences on their cover letter) shall be reduced by 5%.

Provide estimated cost outline of Delivery Team Functions

This information is for informational purposes only and will not be evaluated as part of the cost proposal.

Resource	Functional Responsibility	Hours	Rate	Estimated Fee
			[\$Insert Amount]	[\$Insert Amount]
			[\$Insert Amount]	[\$Insert Amount]
			[\$Insert Amount]	[\$Insert Amount]
			[\$Insert Amount]	[\$Insert Amount]

PHASE II – ORAL PRESENTATIONS/WEBSITE DEMONSTRATIONS

100%

At the sole discretion of ARRC Contract Administrator, ARRC may schedule presentations to provide firms the opportunity to elaborate on their written proposals, expand on their capabilities and experience, demonstrate their proposed approach and work plan, and answer questions from the Evaluation Committee.

Once the scoring is established for the initial phase, ARRC will determine the top firms susceptible for award to go into presentations. These firms will be **required** to make a presentation to the Evaluation Committee. Scores obtained in the initial phase will not carry over to the presentation phase. The Evaluation Committee will submit new evaluations for phase II based on what is presented.

If selected to provide a demonstration, ARRC will schedule with the Offeror for the time and date the demonstration will occur and the proposed technology required for the demonstration. ARRC anticipates giving, at a minimum, one week notice of demonstration date and time. The presentation will include, at a minimum, a website demonstration for consideration. Presentation scoring and requirements will be provided when firms are selected for demonstrations.

ARRC will not provide data for product demonstrations. Offeror shall use data that is currently available on ARRC's existing website.

Duration: Each firm will have no more than two hours to provide a presentation to include fifteen minutes to answer questions from the Evaluation Committee.

Location: At the sole discretion of the ARRC Contract Administrator, discussions and demonstrations will be held in person or via remote technology. In-person discussions and demonstrations will be scheduled at ARRC's corporate office building located at 327 West Ship Creek Avenue, Anchorage, Alaska. It is important the primary individual(s) servicing the contract and the ARRC Evaluation Committee be present for any discussion.

SECTION E

SELECTION PROCESS

EVALUATION OF PROPOSALS

The selection of a firm to perform the requested service will be made by an appointed ARRC Evaluation Committee which will evaluate the proposals in accordance with the Evaluation Criteria specified herein to establish a ranking. This selection process may consist of two phases. This is intended to be an unbiased evaluation. Proposals will be evaluated on the basis of advantages and disadvantages to ARRC using the criteria described in this RFP.

SCORE METHOD

Scoring of proposals and presentations will be accomplished as follows:

Each criterion has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.

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

After completion of individual ratings in Phase I, the Evaluation Committee will meet to discuss proposals to determine which firms may continue to Phase II. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in the Evaluation Criteria.

When determining Offerors who are susceptible for award, ARRC will look for a natural break in scores after Offeror responses to the RFP that are evaluated.

After scoring each firm's Evaluation Criteria – Cost/Fee Schedule will be calculated based on criteria descriptions.

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

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

may be addressed. If any issues of significant concern to the proposed contract are discovered, the Evaluation Committee may:

- Provide written recommendations for consideration during contract negotiations;
- Conduct discussions or presentations as indicated below.

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

Clarifications: ARRC may request additional information from any firm to make a proposal responsive to this RFP or otherwise obtain clarification or additional information that ARRC, in its sole discretion, deems necessary to analyze and compare proposals. If during discussions or presentations the Contract Administrator determines there is a need for substantial clarification or a change in the RFP, ARRC will amend the RFP to incorporate the clarification or change and establish a date and time for Proposers to submit amended proposals. ARRC may adjust its evaluations as a result of receiving new or amended proposals to establish the highest ranked firm(s).

Upon completion of demonstrations, the Evaluation Committee will evaluate the presentations based upon the Evaluation Criteria and determine a ranking order for the firms.

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

The Contract Administrator, or designee, may negotiate with the top ranked Firm(s). Contract negotiations shall be directed toward: (1) making certain that the Firm has a clear understanding of the scope of the work and the requirements involved in providing the required services; (2) determining that the Firm will make available the necessary personnel and facilities to perform the services within the required time; and agreeing upon compensation that is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the required services.

Offerors will not be advised of the Firm selected for negotiations until negotiations are complete. If contract negotiations are unsuccessful with Firm selected for negotiation, ARRC may either cancel the solicitation or negotiate with other Firm(s) in the order of ranking.

After completion of negotiations, a Notice of Intent to Award will be provided to all Firms according to ARRC procurement rules.

SECTION F

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 ventures on a separate sheet if this space is inadequate.)

- a non-profit organization
- a corporation organized or incorporated under the laws of the following state or country:

_____ on the following date: _____

- a limited liability company organized under the laws of the following state or country:

_____ on the following date: _____

1. Proposer's federal taxpayer identification number: _____

2. Proposer's Alaska business license number: _____

3. Proposer's contractor's license number (for construction only): _____

4. Proposer's legal address: _____

Telephone Number: (____) _____

5. Proposer's local or authorized point of contact:

Name: _____ Title: _____

Address: _____

Telephone Number: (____) _____ Email: _____

6. How long has the Proposer been in business? _____

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

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

YES NO

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

9. 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" answer 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 Action

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 may be requested:

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

NOTE: ARRC reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the

SECTION G

**ALASKA RAILROAD CORPORATION
SERVICE BID FORM of**

NAME _____
ADDRESS _____

To the CONTRACT ADMINISTRATOR, ALASKA RAILROAD CORPORATION:

In compliance with your Request for Proposals No. 25-15-212956, dated 05/20/2025, the Undersigned proposes to furnish and deliver all the services and perform all the work required in said Invitation according to the scope of work 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 contract.

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 Contract Administrator, after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying proposal guarantee, if any, shall be forfeited to the Alaska Railroad Corporation, and said Contract Administrator 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 Contract Administrator.

The Undersigned acknowledges receipt of the following addenda to the requirements and/or scope of work for this Request for Proposals (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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 proposal.

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

Email

SECTION H

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

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

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

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

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

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

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

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

4. Nondiscrimination.

4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental handicap, sex, marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the positions do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. To the extent required by law, the Contractor shall take affirmative action to ensure 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, re-perform the work at no cost to ARRC and shall reimburse ARRC for any additional costs that may be incurred by ARRC or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to re-perform the work, or if ARRC determines that Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, ARRC may correct such unsatisfactory work itself or by the use of third parties and charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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