Request For Proposals
26-40-215130

Security Services

November 24, 2026

Alaska Railroad Corporation
327 West Ship Creek Avenue
Anchorage, Alaska 99501

November 24, 2026

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

BIDDER REGISTRATION SHEET FOR: Request for Proposal (RFP) # 26-40-215130, Security 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 Service 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 Service Bid Form.

Company: _____

Address: _____

_____

Contact: _____

Phone: _____

Email: _____

Website: www.alaskarailroad.com

THIS IS NOT AN ORDER
November 24, 2026

ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
PHONE: 907-265-8747

EMAIL: SAYS@AKRR.COM

REQUEST FOR PROPOSALS (RFP) # 26-40-215130

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

SECURITY SERVICES

Proposals will be received until **3:00 PM local time on Tuesday, December 15, 2026**.

Offerors shall submit one (1) signed original proposal and one (1) electronic copy of the complete proposal on a USB thumb drive. **The original proposal and USB thumb drive must be enclosed together in a sealed package and delivered by mail, courier, or hand delivery to:**

Alaska Railroad Corporation
Attn: Sazil Say
2nd Floor 327 West Ship Creek Avenue
Anchorage, Alaska 99501

The envelope used in submitting your offer shall be plainly marked with the following information:

1. Offeror's Name
2. RFP # 26-40-215130
3. Date and Time Scheduled for Receipt of Offers
4. Sealed Offer: SECURITY SERVICES

The electronic copy provided on the USB thumb drive must contain the entire proposal in searchable PDF format, including all technical responses, pricing schedules, forms, certifications, and attachments. The electronic copy must be identical to the signed original proposal. Proposals must be physically received by ARRC at the address above before the stated deadline. Postmarks, shipping dates, and courier acceptance dates will not constitute timely receipt. Proposals submitted by email, Dropbox, file-transfer link, facsimile, or other electronic means will not be accepted. The Offeror is solely responsible for ensuring its proposal is delivered to ARRC by the required date and time. Late proposals will be rejected.

It is the Firm's responsibility to understand what is required by this solicitation. The ARRC shall not be held responsible for Firm's lack of understanding. Should a Firm not understand any aspect of this RFP, or require further explanation, or clarification regarding the intent or requirements of this document, it shall be the responsibility of the Firm to seek guidance from the ARRC. Proposals shall be submitted on the forms furnished

herein. Amendments or withdrawals must be received by ARRC's Contracts Section prior to the date and time listed above.

Exceptions to Terms, Conditions and Specifications

Each Offeror shall individually identify all exceptions to the terms, conditions, and specifications of this solicitation in its proposal. ARRC reserves the right to accept or reject any exception in its sole discretion. Exceptions submitted after the proposal deadline will be considered counteroffers and may render the proposal nonresponsive.

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

ALASKA RAILROAD

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SECTION A

INTRODUCTION

Company Background

The Alaska Railroad Corporation ("ARRC") is a non-stock government corporation that was established by Alaska Statute 42.40 to own and operate the Alaska Railroad after the Railroad was transferred from federal to state ownership in 1985 pursuant to the terms of the Alaska Railroad Transfer Act, 45 U.S.C. 1201 et seq. The ARRC is an instrumentality of the State of Alaska within the Department of Commerce, Community and Economic Development, but has a legal existence separate from and independent of the State. ARRC is obligated to carry out its responsibilities on a self-sustaining basis without operating subsidies from the State. The powers of the ARRC are vested in a seven-member Board of Directors, appointed by Alaska's Governor.

ARRC is the last full-service railroad in the United States, providing year-round freight and passenger services over 500 miles of track stretching from tidewater at Whittier and Seward to the interior of Alaska. Additionally, the ARRC owns approximately 36,000 acres of land used in operations or available for lease or permit use.

Project Overview and Purpose

The ARRC has a need for licensed and bonded security officer services. The normal areas where security services shall be required are between Whittier, Anchorage and Fairbanks. However, security services may occasionally be required anywhere along the railroad including remote locations from Seward to Fairbanks. The ARRC reserves the right to expand, change or delete services areas with the successful Contractor during the course of the contract term. These changes would be worked out between the ARRC and Contractor on an as needed basis.

It is expected that the ARRC will require the following security services throughout the duration of the contract period. However, the need for officers may change seasonally and as circumstances dictate. Any exception to the experience requirements must be approved by the ARRC's Chief Special Agent.

The anticipated contract start date is February 2, 2027.

SECTION B

SCOPE OF SERVICES

B.1 Period of Performance

The intent of this contract process is to provide ARRC with professional services for an initial one-year term with the option to extend for four additional one-year terms. Contract shall not exceed five years including extensions.

B.2 Scope of Work

B.2.1 Anchorage Area Patrol Officer (armed)

Armed Anchorage area patrol (see Contractor Requirements, Section B.3, for Armed) will operate five (5) to seven (7) days per week, eight (8) to 16 hours per day. Generally, during the winter season, October through April, ARRC requires two (2) officers, each working approximately 40 hours per week. During May through September, ARRC requires coverage seven (7) days per week, 16 hours per day, generally utilizing three (3) officers, each working approximately 40 hours per week. Security officers on duty on the ARRC contract shall provide patrol coverage for the ARRC exclusively. The officer will report directly to the ARRC Chief Special Agent and be assigned patrol duties between Seward and Hurricane as required. Typical daily duties will be between Potter and Wasilla, Alaska. This will be a high profile assignment requiring specialized experience to include, as a minimum, three years security experience, preferably with at least three years as a law enforcement officer.

Security officers will be expected to be in full uniform including shirt with badge and company logo, uniform pants, weather appropriate outerwear with badge and logo on jackets, and hat with badge or logo, and armed (see contractor requirements). Officers will be expected to wear safety boots that meet American Society for Testing and Materials (ASTM) F2413-05 standards at all times while on duty.

Officers must have a good command of the English language and be able to communicate verbally and accurately complete written and typed reports of daily activities, and incidents, which they may be called to investigate. Security officers shall present a neat and professional appearance. The security officers will carry ARRC provided communications equipment and monitor ARRC radio channels. They will be expected to respond to radio or cellular phone calls for assistance by ARRC employees.

The Contractor shall have the security officers available for a personal interview with the ARRC Chief Special Agent prior to the officer being assigned to Anchorage patrol duties. The ARRC reserves the right to remove a Security Officer at its discretion. For the Anchorage patrol, the Contractor shall provide a marked patrol vehicle (4 wheel drive pickup truck) in good repair that is less than five (5) years old and that has less than 125,000 miles (Note: A two-wheel drive vehicle may be used during summer or ice-free months.).

B.2.1.1 Anchorage Historical Depot Foot Patrol (armed)

The Contractor shall provide armed foot patrol services at the Anchorage Historical Depot (AHD) seven (7) days per week during the summer passenger season, generally mid-May through mid-September. One (1) armed security officer shall be on duty continuously from 06:00 through 23:00 each day. Staffing and shift assignments shall be the responsibility of the Contractor; however, overtime resulting from the Contractor's scheduling of personnel shall not be billable to ARRC.

B.2.2 Fairbanks Area Patrol Officer (armed)

Armed Fairbanks area patrol (see Contractor Requirements, Section B.3, for armed) will operate five (5) to seven (7) days per week, eight (8) to 16 hours per day. Generally, during the winter season, October through April, ARRC requires two (2) officers, each working approximately 40 hours per week. During May through September, ARRC requires two (2) officers, each working approximately 40 hours per week, and may require one (1) additional officer working approximately 40 hours per week. Security officers on duty on the ARRC contract shall provide patrol coverage for the ARRC exclusively. The officer will report directly to the ARRC Fairbanks Special Agent and be assigned patrol duties between North Pole and Hurricane. This will be a high-profile assignment requiring specialized experience to include, as a minimum, three years security experience preferably with at least three years as a law enforcement officer.

Security officers will be expected to be in full uniform including shirt with badge and company logo, uniform pants, weather appropriate outerwear with badge and logo on jackets, and hat with badge or logo, and armed (see contractor requirements). Officers will be expected to wear safety boots that meet ASTM F2413-05 standards at all times while on duty.

Officers must have a good command of the English language and be able to communicate verbally and accurately complete written and typed reports of daily activities, and incidents, which they may be called to investigate. Security officers shall present a neat and professional appearance. The security officers will carry ARRC provided communications equipment and monitor ARRC radio channels. They will be expected to respond to radio or cellular phone calls for assistance by ARRC employees.

The Contractor shall have the security officers available for a personal interview with the ARRC Fairbanks Special Agent prior to the officer being assigned to Fairbanks patrol duties. The ARRC reserves the right to remove a Security Officer at its discretion. For the Fairbanks patrol, the Contractor shall provide a marked patrol vehicle (4-wheel drive pickup truck) in good repair that is less than five (5) years old and that has less than 125,000 miles (Note: A two wheel drive vehicle may be used during summer or ice-free months.).

B.2.3 Whittier Area Patrol Officers (unarmed/armed)

The Whittier area patrol officers will operate two (2) to five (5) days per week, eight (8) to twelve (12) hours per shift, during barge off-loading operations. Generally, the ARRC receives 1 to 2 barges per week depending on the rotation schedule. Normally, from arrival of a barge to departure, it takes about 18 to 24 hours depending on tides and weather conditions. Security officers will report directly to the ARRC Whittier Facility Security Officer (FSO) and be assigned duties accordingly. If an overnight stay in Whittier becomes necessary, the ARRC will provide accommodations.

This post requires specialized experience with MARSEC procedures and interfacing with the United States Coast Guard (USCG), as this post is subject to announced and unannounced inspections by the USCG. Security officers assigned to this location must have a valid TWIC and knowledge, through training or equivalent job experience, in the areas listed in 33 CFR 105.210.

The officer may be required to be armed (see contractor requirements) during increased MARSEC levels. The arming of the officer will be at the discretion of the ARRC Chief Special Agent.

The FSO and ARRC Chief Special Agent will be provided with a copy of the security officers' records of training as they pertain to the Whittier assignment for review prior to the officer being assigned to the Whittier post. The Contractor shall also have the security officers available for a personal interview with the FSO or ARRC Chief Special Agent prior to the officer being assigned Whittier patrol duties. The ARRC reserves the right to remove a Security Officer at its discretion.

Security officers will be expected to be in full uniform including shirt with badge and company logo, uniform pants, weather appropriate outerwear with badge and logo on jackets, and hat with badge or logo. Officers will be expected to wear safety boots that meet ASTM F2413-05 standards at all times while on duty.

Officers must have a good command of the English language and be able to communicate verbally, and complete written and typed reports of daily activities, and incidents, which they may be called to investigate. Security officers shall present a neat and professional appearance. The security officers will carry ARRC provided communications equipment and monitor ARRC radio channels. They will be expected to respond to radio or cellular phone calls for assistance by ARRC employees.

For the Whittier Patrol, the Contractor shall provide a marked patrol vehicle (4 wheel drive) in good repair that is less than five (5) years old and that has less than 125,000 miles (Note: A two wheel drive vehicle may be used during summer or ice-free months.).

B.2.4 Unscheduled Security Officers

The Contractor, with six (6) hours notice, will provide uniformed security officers to guard and protect ARRC property and equipment on an as-required basis. The Contractor shall furnish up to four (4) uniformed security officers daily and, as required, marked vehicles for the officer(s). At a minimum, marked vehicles must have a door decal clearly printed with the Contractor's name and "SECURITY". Security officer(s) will be either armed (see contractor requirements) or unarmed as directed by the Chief Special Agent.

Unscheduled security services may be needed anywhere along the railroad from Seward to Fairbanks North. Unscheduled service is further divided into three areas: (1) Seward to Moose Pass, (2) Portage to Hurricane, and (3) Hurricane to Fairbanks. Services are anticipated to include on-scene security for accidents or incidents that occur along the Railroad, and to protect equipment located in high vandalism areas. If officers are required to remain overnight due to long commute times the ARRC will arrange for room and board upon approval of the Chief Special Agent.

Security officers will be expected to be in full uniform including shirts with a badge and company logo, uniform pants, weather appropriate outerwear with badge and logo on jackets, and hat with badge or logo. Officers will be expected to have polished, weather appropriate boots (low shoes are not appropriate).

Each security officer will carry an operational cell phone or portable radio, provided by either the officer or the security company, which will be capable of contacting the Contractor's dispatch center so the officer can report incidents to the ARRC and also allow the dispatch center to conduct routine hourly status checks on the officer.

B.2.5 Unscheduled Port Security – Seward

The Contractor, with twelve (12) hours notice, shall furnish up to four (4) uniformed security officers to provide access control or augment employees with security duties to any of the ARRC's port facilities in Seward; (1) coal facility, (2) intermodal facility, or (3) freight dock. There will be instances when ARRC tenants have barges requiring security in accordance with 33 CFR and choose to have security performed by the Contractor. There will also be occasions when a vessel requires additional security in accordance with 33 CFR or when mandated by the Captain of the Port – Sector Anchorage, USCG.

This post requires specialized experience with MARSEC procedures and interfacing with the United States Coast Guard (USCG), as this post is subject to scheduled and non-scheduled inspections by the USCG. Security officers assigned to this location must have a valid TWIC and knowledge, through training or equivalent job experience, in the areas listed in 33 CFR 105.210.

The officer may be required to be armed (see contractor requirements) during increased MARSEC levels. The arming of the officer will be at the discretion of the ARRC Chief Special Agent.

B.3 Contractor Requirements

Contractor must furnish at their expense: trained, licensed security personnel (in accordance with Alaska Statute 18.65.400-490), along with uniforms, vehicles and the "armed" officer position will require contractor to provide: duty belt, firearm and holster; and at least one defensive weapon (e.g. Taser, and/or OC spray); collapsible baton; handcuffs, and although not required, it is preferred they supply ballistic vest for officers assigned these positions; and supervision as required. Contractor agrees to provide proof of licensing and experience for each contract security officer upon request.

Contractor agrees that if security officers are late to report for duty (15 minutes), found sleeping on duty, or absent from their assigned post, the contractor will not charge ARRC for the entire scheduled shift performed by the security officer and deduct an additional $150 from the monthly invoice for security services. The Contractor also agrees that upon the second documented infraction of being late, sleeping, or being absent from duty by any of the contractors officers within a 30 day period , ARRC may immediately terminate the contract.

The ARRC requires that the Contractor provide a 24-hour contact phone number and a designated point of contact for scheduling security officers and other contract issues. Prior to assignment, the Contractor shall provide resumes for all field supervisors and officers assigned to ARRC positions.

All security officers shall be neat, clean, well groomed, and present a professional image. Officers will comply with the Contractors standards of conduct, and Use of Force policy while on duty. This conduct excludes the use of any tobacco products when inside vehicle, buildings, public areas, or while dealing with the public. Security officers may not be under the influence of alcohol or other drugs; including illegal, prescription and over the counter medications, or marijuana that impair their abilities while on duty.

The Contractor must provide details of how contract security officers who are assigned to ARRC duties will be supervised by the Contractor and frequency of field checks by Contractor supervisory staff. A Contractor supervisor should conduct a field inspection of regularly scheduled security officers monthly. Documentation of field check should be forwarded to the Chief Special Agent.

Each security officer must keep a written log of activities during a duty shift. A legible copy of the log will be provided to ARRC at the end of each shift but no later than 24 hours after the shift has ended. Completed shift logs may be emailed to the Chief Special Agent to meet the requirement.

ARRC will require security officers who are issued ARRC equipment, to be responsible for the equipment and have it ready for duty each day. The Contractor agrees to pay for or replace any issued equipment lost or damaged by its officers.

Contractor will conduct the following background checks on Security Officers assigned to ARRC duties and ensure the Security Officer has the following:

a) No criminal history
b) No history of drug or alcohol abuse. At a minimum the contractor must have conducted a pre-employment urinalysis of Security Officer prior to assignment of duties for the ARRC

Contractor will provide all training necessary to maintain Security Officer's qualifications per Federal, State or local standards, and/or certifications. Security Officer shall have a high school diploma and have the verbal and written communication skills necessary to maintain logs, conduct inquiries, and prepare reports on security incidents.

Security Officer shall have understanding and basic proficiency in the following:

a) Use of firearms, and Defensive Tactics.
b) Elementary First Aid and CPR.
c) * Radio procedures.
d) * Hazardous Material. "First Responder Techniques"
e) Citizens Arrest and detainment.
f) Search and Seizure.
g) * Safety around railroad yards and equipment.
h) Use of Force Continuum (contractor must provide a copy of its policy to the ARRC).

* ARRC will provide training in these areas as required.

The Contractor agrees that if an unscheduled officer request cannot be fulfilled, the ARRC has the right to contract with another security agency.

The ARRC reserves the right to remove a Security Officer at its discretion.

B.3.1 Overtime

Overtime rates may be charged only when overtime is specifically requested or approved in writing by ARRC before the work is performed. Overtime resulting from the Contractor's staffing decisions, scheduling practices, vacancies, absences, turnover, or failure to provide adequate relief personnel shall not be billable to ARRC.

B.4 Contractor Vehicles and Gas Cards

The ARRC requires the Contractor to use their own vehicles to provide these services. The ARRC will provide a gas card for the Contractor security vehicles that are assigned and exclusively utilized for the ARRC contract both in Anchorage and Fairbanks. Contract security officers that are assigned to these posts will be required to furnish the ARRC with gas receipts upon request, and if any abuses of the gas card are found then the Contractor agrees to reimburse the ARRC for those costs.

SECTION C

PROPOSAL INFORMATION, CONDITIONS, & INSTRUCTIONS

C.1 Pre-Submission Inquiries

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 seven (7) days prior to submission deadline. Written inquiries shall be directed to the Contract Administrator at the contact information provided in this solicitation.

ARRC will respond to inquiries through written addenda when deemed necessary. Only written addenda issued by ARRC shall be binding.

C.2 Proposal Submission Deadline

Proposals must be received no later than **3:00 PM local time on Tuesday December 15, 2026.** Proposals received after this deadline will be rejected.

C.3 Method of Submission & Package Requirements

Offerors shall submit one (1) signed original proposal and one (1) electronic copy of the complete proposal on a USB thumb drive. The original proposal and USB thumb drive must be enclosed together in a sealed package and delivered by mail, courier, or hand delivery to:

Alaska Railroad Corporation
Attn: Sazil Say
2nd Floor 327 West Ship Creek Avenue
Anchorage, Alaska 99501

The envelope used in submitting your offer shall be plainly marked with the following information:

1. Offeror's Name
2. RFP # 26-40-215130
3. Date and Time Scheduled for Receipt of Offers
4. Sealed Offer: SECURITY SERVICES

C.4 Proposal Validity Period

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

C.5 Proposal Opening

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

C.6 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.
(j) To reject a proposal during the evaluation process or terminate a resulting contract after award if proposed or approved personnel become unavailable, are removed from the project by the firm, or cannot be replaced with personnel acceptable to ARRC. All personnel reassignments to and from the project shall be subject to ARRC approval.

C.7 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 presentation, 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 presentation, including but not limited to, flights, per-diem, car rental and lodging for their assigned staff travelling to Alaska for the in-person presentation.

C.8 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.

C.9 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.

C.10 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.

C.11 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.

C.12 Qualifications of Proposers

ARRC will assess Offerors' responsibility, separate from the scored evaluation criteria, based on their demonstrated experience in performing the requested services, financial stability, adequacy of personnel, responsiveness, technical knowledge, and overall organizational capability. Such consideration shall not constitute a scored evaluation criterion. ARRC reserves the right to take any actions it deems necessary to determine whether 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, reference, past performance, and other relevant information prior to contract award.

Offerors may be disqualified, and their proposals rejected, if ARRC determines that the Offeror does not have the capability, capacity, or integrity necessary to perform the contract. Grounds for disqualification may include, but are 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.

C.12.1 Capacity to Perform

Any Offeror considered for award may be required to provide assurances to the Contract Administrator regarding the Offeror's capacity and capability to perform. Such assurances may include information

related to prior contracts of a similar nature, financial solvency, and other relevant factors.

Failure to provide requested information in a timely manner may result in rejection of the proposal.

C.13 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.

C.13.1 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.

C.14 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. A protest based upon alleged improprieties in an award of a contract or a proposed award of a contract must be filed within 10 days after a notice of intent to award a contract is issued by the procurement officer

SECTION D

PROPOSAL FORMAT AND CONTENT

D.1 General Instructions

Alaska Railroad Corporation (ARRC) is requesting proposals from interested firms qualified to perform the work described in the RFP. Proposal must be complete and submitted in accordance with the requirements of this solicitation.

ARRC discourages overly lengthy proposals; however, proposals must fully address the requirements of the solicitation. ARRC reserves the right to request additional information or clarification from Offerors to evaluate proposals.

D.2 Proposal Organization and Format

Proposals shall be organized, titled, and assembled in a clear and logical manner. Sections of the proposal shall correspond to the requirements outlined in this section so that evaluation of the proposals can be performed efficiently.

Failure to follow the required organization or to include complete information may result in the proposal being determined non-responsive or receiving a lower evaluation score.

Proposals shall:

- Be clearly labeled and sectioned
- Follow the order outlined in this section
- Have a maximum length of twenty (20) pages. The page limit applies to the Technical Proposal and excludes the cover letter, resumes, required forms, certifications, and Cost Proposal.
- Be fastened with a staple, binder clip, or similar method (No binders, dividers, or binding)

D.3 Required Submittals

In addition to the Technical Proposal required under Section D.4, the following items must be included with the Offeror's submission:

- Contractor Responsibility Questionnaire (Section G)
- Service Bid Form (Section H), acknowledging receipt of all issued addenda
- Signed Certification Regarding Use of Contract Funds for Lobbying (within FEDERAL-AID CONTRACTS TERMS AND CONDITIONS – Article 25)
- Cost Proposal, submitted as a separate document in accordance with Sections D.4.4 and F; and
- Any required forms or certifications identified in this RFP

Failure to include required submittals may result in the proposal being deemed non-responsive.

D.4 Technical Proposal Content

The Technical Proposal shall address Sections D.4.1 through D.4.3 in the order presented below. The Cost Proposal required under Section D.4.4 shall be submitted as a separate document. Both the Technical Proposal

and Cost Proposal must be submitted together by the proposal submission deadline.

D.4.1 Cover Letter (Introduction)

Provide a signed cover letter (maximum two pages) that includes the Offeror's complete name and address, the name and contact information of the primary point of contact, a summary of qualifications, confirmation that minimum qualifications have been met, identification of eligibility for Alaska bidder preference (if applicable, see Section F.3), disclosure of any actual or potential conflicts of interest, and any additional information demonstrating the Offeror's ability to successfully perform the requested services.

D.4.2 Company Qualifications

- Provide a brief summary of your firm's experience and qualification as it applies to this RFP.
- Describe the ownership structure of the firm, including any parent affiliated companies or joint ventures. If any changes in ownership are being contemplated, please provide details.
- Describe your firm, its history and size, its background as it relates to providing security services described under the Scope of Work in this RFP; the locations in which it operates and the number of employees both total and at each location.
- Describe your firm's method of qualifying personnel to be security guards and which qualifications must be met before they are used to perform guard duties.
- Describe the Offeror's experience and organizational capability to provide and maintain the level of staffing necessary to meet the service and response requirements of this RFP.

D.4.3 Key Personnel

- Provide complete contact information of the individual(s) responsible for responding to this request.
- Identify and describe the pertinent experience of the individual(s) who will be involved in the performance of the security contract, including key personnel responsible for the management and supervision of the contract.
- Include concise resumes and give the rationale for their involvement. Resumes should contain information relevant to this RFP.

D.4.4 Cost Proposal (Separate Submission)

Pricing shall be submitted as a **separate document** clearly labeled "Cost Proposal" and prepared in accordance with the requirements of Section F.

SECTION E

SELECTION PROCESS AND EVALUATION CRITERIA

E.1 Overview

Alaska Railroad Corporation (ARRC) is requesting proposals from interested firms qualified to perform the work described in the Scope of Services. Proposals will be evaluated solely in accordance with the evaluation criteria and weighting or scoring methodology specified in this RFP.

ARRC reserves the right to determine that proposed services will meet ARRC requirements. ARRC reserves the right to withdraw this RFP, reject any and all proposals, advertise for new proposals, or accomplish the work by other means including issuing only some of the tasks defined in the Scope of Services above, that ARRC in its sole discretion, determines to be in its best interest. ARRC may request clarification or additional information from any Offeror as necessary to evaluate and compare proposals, provided such clarification does not permit an Offeror to cure a material omission except as otherwise permitted by this RFP and ARRC Procurement Rules.

E.2 Evaluation of Written Proposals

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. A serious deficiency in any one criterion may be grounds for rejection of a proposal. The inclusion of price as an evaluation criterion does not require ARRC to select the Proposer submitting the lowest price.

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.

E.3 Evaluation Criteria and Points

Proposal will be evaluated using the following criteria:

EVALUATION CRITERION	**MAXIMUM POINTS**
1. Cover Letter (Introduction)	Pass/Fail
2. Company Qualifications	40
3. Key Personnel	35
COST PROPOSAL	
4. Fee Schedule	25
TOTAL	100

The Offeror with the lowest Evaluated Cost will receive the maximum 25 points. All other Offerors will receive points calculated as follows:

Cost Points = (Lowest Evaluated Cost ÷ Offeror's Evaluated Cost) × 25

Each Evaluation Committee member will independently evaluate and score the technical criteria. Cost points will be calculated by the Contract Administrator in accordance with the formula stated below and applied consistently to each proposal. Technical and cost points will be combined to determine each proposal's overall score and ranking.

E.4 Discussions, Clarifications, and Best and Final Offers (BAFO)

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 BAFOs, 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 E.3 – Evaluation Criteria and Points.

ARRC may request clarification or additional information necessary to evaluate a proposal, in its sole discretion, that ARRC 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).

E.5 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.

E.6 Contract Award

After completion of negotiations, a Notice of Intent to Award will be provided to all Firms according to ARRC procurement rules. Following award and prior to commencement of services, the successful Offeror shall provide ARRC with the required certificates of insurance and documentation demonstrating compliance with all applicable licensing and bonding requirements.

SECTION F

COST PROPOSAL

F.1 Pricing and Cost Evaluation

Offerors shall provide all rates and charges requested in the Fee Schedule. Please include an additional sheet identifying any other applicable charges, including hourly rates for personnel performing special projects or other services not listed below.

For evaluation purposes, all proposed rates and charges, including those provided on the additional sheet, shall be added together to determine the Offeror's Evaluated Cost. The Evaluated Cost is for evaluation purposes only and does not represent an estimated contract value or guarantee any minimum amount of work.

All proposed rates and charges shall be incorporated into the resulting contract, as applicable. Charges not identified in the Cost Proposal will not be payable by ARRC.

Rates shall be in accordance with the Scope of Services in this RFP. The bolded categories indicate the services ARRC most commonly anticipates using but do not receive additional weight in the cost evaluation (sample Anchorage "e" – Armed Guard with vehicle).

F.2 Fee Schedule

Offerors shall provide the rates requested below. Overtime rates are subject to the requirements of Section B.3.1, are billable only when authorized in accordance with that Section, and overtime hours are not guaranteed.

Item No.	Description	Rate Type	Proposed Rate
1.	**Anchorage Area Patrol Officer**		
a.	Unarmed guard with vehicle	Standard Rate	$_____hourly
b.	Unarmed guard with vehicle	Overtime Rate	$_____hourly
c.	Unarmed guard without vehicle	Standard Rate	$_____hourly
d.	Unarmed guard without vehicle	Overtime Rate	$_____hourly
e.	**Armed guard with vehicle**	**Standard Rate**	$_____hourly
f.	Armed guard with vehicle	Overtime Rate	$_____hourly

g.	Armed guard without vehicle	Standard Rate	$_____hourly
h.	Armed guard without vehicle	Overtime Rate	$_____hourly
i.	**Anchorage Depot Foot Patrol Officer armed guard without vehicle**	**Standard Rate**	$_____hourly
j.	Anchorage Depot Foot Patrol Officer armed guard without vehicle	Overtime Rate	$_____hourly
k.	Travel Rate (defined areas where no travel pay charged)		$_____per mile
2.	**Fairbanks Area Patrol Officer**		
a.	Unarmed guard with vehicle	Standard Rate	$_____hourly
b.	Unarmed guard with vehicle	Overtime Rate	$_____hourly
c.	Unarmed guard without vehicle	Standard Rate	$_____hourly
d.	Unarmed guard without vehicle	Overtime Rate	$_____hourly
e.	**Armed guard with vehicle**	**Standard Rate**	$_____hourly
f.	Armed guard with vehicle	Overtime Rate	$_____hourly
g.	Armed guard without vehicle	Standard Rate	$_____hourly
h.	Armed guard without vehicle	Overtime Rate	$_____hourly
i.	Travel Rate (defined areas where no travel pay charged)		$_____per mile
3.	**Whittier Port Security Officer**		
a.	**Unarmed guard with vehicle**	**Standard Rate**	$_____hourly

b.	Unarmed guard with vehicle	Overtime Rate	$_____hourly
c.	Unarmed guard without vehicle	Standard Rate	$_____hourly
d.	Unarmed guard without vehicle	Overtime Rate	$_____hourly
e.	Armed guard with vehicle	Standard Rate	$_____hourly
f.	Armed guard with vehicle	Overtime Rate	$_____hourly
g.	Armed guard without vehicle	Standard Rate	$_____hourly
h.	Armed guard without vehicle	Overtime Rate	$_____hourly
i.	Travel Rate (defined areas where no travel pay charged)		$_____per mile
4.	**Unscheduled Security Officers**		
a.	**Unarmed guard with vehicle**	**Standard Rate**	$_____hourly
b.	Unarmed guard with vehicle	Overtime Rate	$_____hourly
c.	Unarmed guard without vehicle	Standard Rate	$_____hourly
d.	Unarmed guard without vehicle	Overtime Rate	$_____hourly
e.	Armed guard with vehicle	Standard Rate	$_____hourly
f.	Armed guard with vehicle	Overtime Rate	$_____hourly
g.	Armed guard without vehicle	Standard Rate	$_____hourly
h.	Armed guard without vehicle	Overtime Rate	$_____hourly

i.	Travel Rate (defined areas where no travel pay charged)		$_____per mile
5.	**Unscheduled Port Security – Seward**		
a.	**Unarmed guard with vehicle**	**Standard Rate**	$_____hourly
b.	Unarmed guard with vehicle	Overtime Rate	$_____hourly
c.	Unarmed guard without vehicle	Standard Rate	$_____hourly
d.	Unarmed guard without vehicle	Overtime Rate	$_____hourly
e.	Armed guard with vehicle	Standard Rate	$_____hourly
f.	Armed guard with vehicle	Overtime Rate	$_____hourly
g.	Armed guard without vehicle	Standard Rate	$_____hourly
h.	Armed guard without vehicle	Overtime Rate	$_____hourly
i.	Travel Rate (defined areas where no travel pay charged)		$_____per mile
6.	**Other fees, if any:**		Submit on additional pricing sheet

Offerors shall identify the proposed hourly rate for senior-level security personnel on the additional pricing sheet. Use of senior-level personnel and the applicable rate must be approved in writing by the Chief Special Agent and Contract Administrator before the services are performed.

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 RFP and hereby agrees to the conditions stated therein by affixing his/her signature below:

OFFEROR'S NAME AND ADDRESS:

COMPANY NAME	SIGNATURE BY AND FOR THE OFFEROR
MAILING ADDRESS	PRINTED NAME OF ABOVE OFFEROR
CITY, STATE & ZIP CODE	DATE OF BID
CONTACT PHONE NUMBER	CONTACT EMAIL

F.3 Alaska Bidder's Preference

For evaluation purposes, the Evaluated Cost of an Offeror qualifying for the Alaska Bidder Preference shall be reduced by five percent (5%). The preference adjustment is for evaluation purposes only and will not reduce the Offeror's proposed rates or the amount payable under the resulting contract.

F.4 Cost Adjustments

Rates shall remain firm and fixed for the initial contract year. For each exercised option year, the Contractor may request an annual rate adjustment based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), All Items, Urban Alaska, not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics.

The percentage adjustment shall be based on the percentage change between the most recently published index available at the time of the request and the corresponding index for the same period of the preceding year, calculated as follows:

Percentage Change = (Current Index − Previous Index) ÷ Previous Index × 100

The requested adjustment shall not exceed the percentage change in the CPI, and in no event shall any annual CPI-based adjustment exceed five percent (5%) in any given contract year.

Requests for adjustment shall be submitted in writing to the Contract Administrator at least thirty (30) calendar days prior to the beginning of the applicable option year and shall include supporting CPI documentation identifying the reference periods and index values used, together with the calculation of the requested adjustment. Failure to submit a timely request shall constitute a waiver of the adjustment for that option year.

No adjustment shall become effective without prior written approval by ARRC. No retroactive rate adjustments will be allowed.

SECTION G

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

Part I – Instructions

1. All Offerors submitting a proposal in response to this solicitation shall complete and submit all applicable parts of this Questionnaire with their 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 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.

SECTION H

ALASKA RAILROAD CORPORATION SERVICE BID FORM of

NAME _____

ADDRESS _____

_____

To the CONTRACT ADMINISTRATOR, ALASKA RAILROAD CORPORATION:
In compliance with your Request for Proposals No. **26-40-215130**, dated **11/24/2026**, the Undersigned proposes to furnish and deliver all the services and perform all the work required in said solicitation according to the scope of work and requirements contained therein and for the amount and prices named herein as indicated on the Fee/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

Form 395-0129 (12/99)

SECTION I

GENERAL TERMS AND CONDITIONS

(Professional Service Contracts)
(Revised 3/4/08)

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

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

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

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

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

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

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

4. Nondiscrimination.

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

4.2 The Contractor shall cooperate fully with ARRC efforts which seek to deal with the problem of unlawful discrimination, and with all other ARRC efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

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

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

5. Cancellation/Termination.

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

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

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

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

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

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

6. No Assignment or Delegation. The Contractor may not assign, subcontract or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the prior written consent of ARRC. The hiring or use of outside services, subcontractors or 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:

Contract Amount	Minimum Required Limits
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 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 thee contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

22. Forum Selection. The parties shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of the contract, to recover damages for breach or default under the contract, or

otherwise arising under or by reason of the contract, other than in the courts of the State of Alaska for the Third Judicial District at Anchorage. The parties hereby irrevocably consent to the jurisdiction of said courts.

23. Conflict of Interest. Contractor shall act to prevent any actions or conditions which could result in a conflict with ARRC's best interests. This obligation shall apply to the activities of Contractor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.

24. Publicity. Contractor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and/or services furnished under this contract without the prior written consent of the ARRC.

25. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Contractor in accordance with the provisions of ARRC Procurement Rule 1600.10.

26. Internal Controls and Record Keeping. Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.

27. Force Majeure. Neither ARRC nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1) notice and reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term “force majeure” shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

28. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.

29. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.

30. Set Off. If ARRC has any claim against the Contractor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming due under this contract.

31. Observance of Rules. The contractor’s personnel performing work or services hereunder on ARRC’s premises shall observe all fire prevention, security, and safety rules in force at the site of the work.

32. No Third-Party Beneficiary Rights. No provision of this contract shall in any way inure to the benefit of any third parties (including the public at large) so as to constitute any such person a third-party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

33. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both ARRC and the Contractor.

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

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

SECTION J

FEDERAL-AID CONTRACTS TERMS AND CONDITIONS

Federal clauses are incorporated herein by reference and are attached hereto as Attachment 1, or by following this weblink:

https://www.alaskarailroad.com/sites/default/files/procurement/Federal-Aid%20Contract%20Terms_0.pdf

With proposals, Offerors are to return a signed copy of clause # *25. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING – 31 USC 1352; 2 CFR 200.450; 2 CFR 200 App. II(j); 49 CFR Part 20 [Applicable to all Federal-aid contracts and to all related subcontracts which exceed $100,000]*.