



Alaska Railroad Advertising Services

Request for Proposals 21-06-208855

June 2, 2021

Alaska Railroad Corporation
327 W. Ship Creek Avenue, Anchorage, AK 99501
P.O. Box 107500, Anchorage, AK 99510-7500

Telephone: 907.265.4467
Email: hopem@akrr.com

This Page Intentionally Left Blank



Alaska Railroad Corporation
327 W. Ship Creek Avenue,
Anchorage, AK 99501
Telephone 907.265.2481

June 2, 2021

REQUEST FOR PROPOSALS

21-06-208855

Alaska Railroad Advertising Services

REGISTRATION AS AN INTERESTED PARTY

Response Requested,

This form must be completed and returned, by email, to insure receipt of additional information.

Email to: hopen@akrr.com Attention: Michele Hope

IMPORTANT NOTICE: YOU MUST REGISTER YOUR FIRM WITH THE PROCUREMENT OFFICER LISTED ABOVE, BY EMAIL, TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO REGISTER WITH THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

It is your Firm's responsibility to periodically check for addendums on ARRC's internet Website: www.alaskarailroad.com for addendums/amendments to this RFP.

RFP submittals shall acknowledge the receipt of all issued addendums, see SECTION F – Submittal form.

Failure to acknowledge an addendum or amendment may cause the procurement officer to determine your proposal as non-responsive and reject your Firm's proposal.

Notifications of Addendums will be emailed to the contact name and address listed below.

Company _____

Address _____

Contact _____

Phone _____

Email _____

This Page Intentionally Left Blank



Alaska Railroad Corporation
327 W. Ship Creek Avenue,
Anchorage, AK 99501
Telephone 907.265.2481

June 2, 2021

REQUEST FOR PROPOSALS (RFP): Number 21-06-208855

The Alaska Railroad Corporation (ARRC) is soliciting Proposals from Firms interested in providing the following:

PROJECT TITLE: Alaska Railroad Advertising Services

Sealed proposals will be received until **3:00 p.m. Alaska time, on June 23, 2021** at the following location:

Alaska Railroad Corporation
Attn: Procurement Department
327 W. Ship Creek Avenue, 2nd Floor
Anchorage, AK 99501

For safety reasons during the global pandemic, one original paper copy and one electronic copy of your firms offer must be submitted using one of the following formats:

- a. Offerors who prefer to use an electronic submittal, a Dropbox link will be provided via request, and the original copy will need to be mailed to the address provided above by the due date. The Dropbox submittal date/time will be used for the official receipt; or
- b. offerors may mail one original and electronic copy via thumb drive to the address provided; or
- c. offerors may hand-deliver one original and electronic copy via thumb drive to the ARRC office identified; the Contract Administrator will be available between 1:00 pm and 3:00 pm on the day proposals are due, you will need to call once you arrive at the building to be let in, as the ARRC building and doors are not open to the public due to COVID19 restrictions.

When submitting proposals, please make sure your **COMPANY NAME**, **PROJECT TITLE**, and the **RFP number** are clearly visible on the outside of the envelope or delivery package.

If hand delivering, the sealed envelope or package used in submitting a proposal shall be clearly marked with the following information:

1. Proposer's Name
2. RFP Number 21-06-208855
3. Date and Time Scheduled for Receipt of Proposals

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

Responsibility of Understanding

It is your Firm's responsibility to understand what is required by this solicitation. The ARRC shall not be held responsible for a 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 ARRC.

Exceptions to Terms, Conditions and Specifications

Each Proposer shall indicate all exceptions to terms, conditions, and specifications of this solicitation individually in its proposal. **IMPORTANT: Exceptions other than those not allowed by law will be rejected.** Exceptions received or placed after the proposal submission date will be considered as counter offers and as such may render the entire proposal non-responsive.

Multiple Proposals

Multiple proposals are not allowed and if multiple proposals are submitted all of your Firm's proposals will be rejected and determined as non-responsive.

Questions

Please direct all questions concerning this RFP via email to: ARRC Procurement, Attention: Michele Hope at hopen@akrr.com Include the RFP number in the subject line.

Protests

Per ARRC Procurement Rule **1800.2**

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.

The protest of an invitation to bid or a request for proposals in which a pre-bid or pre-proposal conference is held within 12 days of the due date must be filed before the due date of the bid or proposal if the protest is based on alleged improprieties or ambiguities in the solicitation. 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.

Preproposal Conference

A preproposal conference is not scheduled for this solicitation.



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

ARRC is an equal opportunity employer.

Contents

SECTION A – SCOPE OF SERVICES	4
SECTION B – SUBCONTRACTORS	5
SECTION C – MINIMUM QUALIFICATIONS.....	6
SECTION D – PROPOSAL INFORMATION	7
Selection of Firms	7
Task Order Awards	7
Contract Period	7
Fees	7
Proposal Open and Subject to Acceptance.....	7
Proposal Opening.....	8
Reserved Rights	8
Proposal Costs.....	8
Taxes	8
Capacity to perform	8
Purchase Obligation	9
Public Information	9
Expenditure Limitation.....	9
Travel Expenses	9
Cost Increases	9
ARRC Disadvantaged Business Enterprise (DBE) Program	9
DBE Reports	10
Alaska Business License.....	10
SECTION E –PROPOSAL FORMAT	11
SECTION F –PROPOSAL CONTENT	12
SECTION G – SELECTION PROCESS.....	13
SECTION H –AWARD AND EVALUATION CRITERIA.....	15
SECTION I – COST SCHEDULE	19
SECTION J –SUBMITTAL FORM.....	21
SECTION K – CONTRACTOR RESPONSIBILITY QUESTIONNAIRE.....	25

SECTION L – GENERAL TERMS AND CONDITIONS Professional Services Contracts..... 27

SECTION A – SCOPE OF SERVICE

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.

Scope of Work:

The ARRC Corporate Affairs and Marketing Departments are responsible for planning and implementing all internal and external marketing activities and programs for the corporation. The ARRC is seeking a full-service firm to counsel and assist in the research, development, implementation, and monitoring of its corporate advertising and business marketing plans. Plans and associated work performance must encompass a broad spectrum of forums and tools, including traditional print and broadcast media, contemporary presentation formats, digital and social media elements, as well as research, analytics and tracking results.

The firm may be required to research and create advertising elements to support those plans, such as annual reports, press releases, media kits, posters, brochures, and other collateral materials, corporate positioning and image campaigns, employee communication programs, and promotional support. The agency shall maintain confidentiality of the client’s programs and projects.

The firm will be required to provide a team for research, strategic planning, implementation, and tracking results. The firm will monitor activities of the team at least monthly in conjunction with monthly billing. The firm will provide separate reports and itemized monthly bills to the Corporate Affairs and Marketing Departments.

Deliverables:

Document Design, Editing, Publication, and Distribution

Working closely with ARRC staff the Contractor may be requested to:

- Design and produce promotional or collateral materials such as brochures; digital, print and radio advertisements; onboard materials including menus, onboard magazine, and signage; and promotional items including calendars, stickers, and postcards.
- Design, edit, and produce the annual report or other reports developed by ARRC for public distribution.
- Design, develop and prepare informational press packets.
- Provide assistance in developing media, IE PowerPoint or video presentations.

Other Related Services

- Assist ARRC in soliciting goods or services for ancillary activities or events;
- Assist in project planning, development and rollout;
- Provide subcontractors when necessary to provide ARRC with high quality solutions in the areas of web enhancements, digital advertising, SEO strategies, function arrangements, assisting with major revisions to text and revising content upon request, and supplying stock pictures.

Final project activity after award shall be determined by a Fixed Price Limitation on the project cost provided by the contractor and approved by the Railroad's corporate affairs and marketing representatives. ARRC's representatives shall be required to approve all the work prior to starting on individual projects, and shall establish deadlines for completion of projects. Estimating project costs shall be the contractor's responsibility as a normal cost of business.

SECTION B - SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth Experience and Qualifications.

If a proposal with subcontractors is selected, the Offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the ARRC to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

Contract Personnel: Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

SECTION C – MINIMUM QUALIFICATIONS

Minimum Qualifications

In order to be considered responsive Offerors must meet these minimum prior experience requirements.

- The Offeror currently provides services generally equivalent to those requested in this RFP to at least five other public or quasi-public agencies and/or private firms of similar size to the ARRC (including assets); and
- The Offeror has provided services generally equivalent to those detailed in Scope of Services, for a minimum of the past five consecutive calendar years.

An Offeror's failure to demonstrate they meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

Proposals from Firms that do not meet the above qualifications will not be considered.

SECTION D – PROPOSAL INFORMATION

Selection of Firms

ARRC may award a contract on the basis of initial proposals without discussions. Therefore, each initial proposal should contain the Firm's best terms from a cost or price and technical standpoint. Any contract resulting from this solicitation shall incorporate the General Terms and Conditions contained in this solicitation package.

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 RFP. Please note, however, that a serious deficiency in any one criterion may be grounds for rejection and that the listing of cost as an evaluation factor does not require ARRC to select the Firm that submits the lowest cost. ARRC shall have the right to obtain, from any and all sources, information concerning a Firm, which is deemed pertinent to the RFP, and to consider such information in the evaluation of the Firm's proposal. Presentations may or may not be held at the sole discretion of ARRC and scored as identified in the Award Criteria **SECTION-H**.

ARRC expressly reserves the right to waive minor informalities, negotiate changes, reject any or all proposals, not advance a Firm to negotiations or cancel the solicitation. "Minor Informalities" means matters of form rather than substance that are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Proposers

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

Task Order Awards

The Firm awarded a contract under this RFP may be asked to perform services on an "as needed" basis, to support the needs of ARRC through the issuance of Task Orders. ARRC makes no guarantees on estimated quantities, dollar amounts or the number of Task Orders issued under the contract.

If requested, the Firm shall submit a proposed fee, approach and schedule for the specific scope of work desired by ARRC. If the response is deemed appropriate, reasonable, cost effective and timely, at the discretion of ARRC, ARRC will issue an executed Task Order to proceed.

Contract Period

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

Fees

As described in **SECTION I – COST SCHEDULE**

Cost plus percentage of cost is not allowed, under any circumstance, on the contract awarded or executed task order including but not limited to subcontractors, materials and travel expenses.

Proposal Open and Subject to Acceptance

All proposals shall remain open and subject to acceptance by ARRC for 120 days after the deadline for proposal submission.

Proposal Opening

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

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:

- To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP.
- To issue additional or subsequent solicitations for proposals.
- To conduct investigations of the Proposers and their proposals, including inspection of their facilities.
- To clarify the information provided pursuant to this RFP.
- To request additional evidence or documentation to support the information included in any proposal.
- 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.
- To award a contract or contracts resulting from this solicitation to the responsible Proposer whose proposal, conforming to this solicitation, will be most advantageous to ARRC.
- To negotiate any rate/fee offered by a Proposer. ARRC shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Proposer does not accept ARRC's final offer, ARRC may, in its sole discretion, reject the proposal and start negotiations with the next highest ranked Proposer.
- If an award is made and, prior to entering into a contract, subsequent information indicates that such award was not in the best interest of ARRC, ARRC may rescind the award without prior notice to proposers and either award to another proposer or reject all proposals or cancel the RFP

Proposal Costs

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

Taxes

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

Capacity to Perform

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

Purchase Obligation

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

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. Proposers must clearly identify confidential information and if agreed to by ARRC, confidential information will not be released.

Expenditure Limitation

The contractor will not engage in work as a result of this proposal without the consent of the ARRC’s designated representative.

Travel Expenses

All travel expenses and direct costs for meals and incidentals under this contract shall be reimbursed at the applicable United States, Department of Defense (USDoD) per diem meal and incidental rate in effect on the date the meals/incidentals expense is incurred. The Firm shall be responsible for knowing and adhering to all applicable rules and regulations associated with such meals and incidentals rate.

Notwithstanding any provision in the USDoD rates, regulations, or policies to the contrary, the ARRC will not reimburse a Firm for expenses associated with the purchase of alcoholic beverages,

All lodging required under this contract shall be billed at cost, The Firm will be reimbursed up to a reasonable rate in regards to the season.

Reservations for air transportation required under this contract shall be made and paid for by the Firm and billed to ARRC. The ARRC will reimburse the Firm for the cost of a coach seat only. Expenses associated with upgrades to Business Class, First Class, or any other premium class of air flight shall be the sole responsibility of the Firm. Car rental, parking, and other applicable transportation expenses will be billed at cost.

Cost Increases:

- All rates are fixed for the first two years of the contract.
- Rates for optional years three, four and five of the contract shall be escalated based on the consumer price index (CPI). Example illustration of percentage change:

-	CPI for current year	136.0
-	Less CPI for previous year	129.9
-	Equals index point change	6.1
-	Divided by previous CPI	129.9
-	Equals	0.047
-	Result multiplied by 100 equals percentage change or	4.7%

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 3.0% in federal fiscal years 2019-2021 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.

DBE Reports

Firms are required to report annually to the ARRC Contracting officer 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.

Alaska Business License

If the offeror maintains an office or place of business in Alaska, the offeror must have a valid Alaska business license at the time designated in the request for proposals, for opening of the proposals.

SECTION E – PROPOSAL FORMAT

The ARRC discourages overly lengthy and costly proposals, however, in order for the ARRC to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

Failure to follow this format in a proposal or failure to include complete information as requested will result in a lower score and may result in rejection of the proposal. At a minimum your proposal shall address the following in order to be considered responsive: Proposal Format does not include optional presentation.

1. Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder and meet the requirement for Minimum Qualifications (Section C above). Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

2. Experience and Qualifications of the Firm (20 Points)

Offerors must provide comprehensive narrative statements that illustrate their firms experience and qualifications as identified in the Evaluation Criteria.

3. Proposed Key Personnel (25 Points)

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,

4. Performance (30 Points)

Offerors must provide comprehensive narrative statements that illustrate their firm's performance as identified in the Evaluation Criteria

Offerors must provide at least 3 references for similar projects the Offeror's firm has completed. Provide names and contact information for each reference.

5. Fee Proposal (25 Points)

Provide a proposed total hourly Billing Rate (i.e. inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) only for each of the job **FUNCTIONS** listed below. Note: Some of these functions may be performed by one or more employees of the Offeror or Subcontractors; consequently, an individual might be billed under the contract at different rates appropriate to the functions performed. ***Only the maximum rate paid to any individual for each listed job function*** - regardless of employer (Offeror or Subcontractor).

SECTION F – PROPOSAL CONTENT

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in the Evaluation Criteria Section.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

- Firms must submit proposal per Request for Proposals page 1.
- Proposals shall be a maximum of 15 printed letter size pages and a maximum of 10 pages for resumes. A limited number of larger pages may be accepted for charts or organizational chart.
- Page count excludes the cover letter, mandatory **SUBMITTAL FORM – SECTION J** and Contractor’s **RESPONSIBILITY QUESTIONNAIRE - SECTION K**.
- Firm’s submittal shall acknowledge the receipt of all issued addendums and amendments, on **SUBMITTAL FORM - SECTION J**.
- Must include a signed **CONTRACTOR’S RESPONSIBILITY QUESTIONNAIRE - SECTION K**.
- Signed **SUBMITTAL FORM – SECTION J** must be the first four-pages after the Firm’s cover letter.
- List of all subcontractors or statement that no subcontractors are submitted in the proposal, see **SUBMITTAL FORM – SECTION J**.

Other Information Required

Additionally, the Firm must submit the following information:

- A transmittal letter with general information on your organization, including the year it was founded, the number of years your Firm has been providing similar services.
- Identification of the location of the office from which management of the process would be accomplished, as well as any other offices anticipated to be involved.
- Signature and title of a person authorized to obligate the Firm.
- Identification of all materials enclosed.
- An organizational chart showing all key personnel and how they will interact with ARRC and among themselves.
- Description of your Firm’s proposed organization of responsibilities, work plan, and approach.
- A discussion of the availability of key personnel for consultation and discussion as necessary.
- Resumes and work experience of the key personnel to be assigned to the work effort. Information about these individuals should include three projects for which they acted in an audit capacity, performing tasks and functions comparable to those outlined in the Scope of Services.
- Disclosure of any actual or appearance of conflict of interest.

SECTION G - SELECTION PROCESS

Selection Process

Scoring of proposals will be accomplished as follows. Each ARRC Evaluator will individually read and score each Firm's response to each criterion described in **SECTION H**. Scores will be based solely on contents of proposal and in compliance with the ARRC procurement rules for evaluation committees. A score of "5" = Best Response from all Firms; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.

The Contract Administrator will score the Cost criterion.

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

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

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

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

Discussions:

At the sole discretion of the ARRC procurement officer, the selection committee may hold discussions regarding the proposed contract with the Firm(s) selected per ARRC Rule 1350.6. The purpose of such discussions is to explore the scope and nature of the required services and the relative utility of alternative methods of approach. The conditions, terms, or price of the proposed contract may be altered or otherwise changed during the course of the discussions.

ARRC Rule 1350.7 Selection of the Most Qualified and Suitable Firm(s). After discussions, if held under Rule 1350.6, the selection committee shall reevaluate and rank, in order of preference, the Firms or persons that the committee considers to be the most qualified to provide the required services. Numerical rating systems shall be used for this RFP.

Presentations:

ARRC reserves the right to select the top ranked Proposer based solely on the scoring of the written proposals and to enter directly into negotiations with said firm. However, at the sole discretion of the ARRC procurement officer, ARRC may require three or fewer of the highest ranked Proposers to make a presentation to the evaluation committee. Presentations will be scored as indicated in SECTION H – Award Criteria below, to select the top ranked firm.

Location:

At the sole discretion of the ARRC procurement officer, discussions and presentations will be held in person or video/teleconference. In-person discussions and presentations will be scheduled at ARRC's corporate office building located at 327 West Ship Creek Avenue, Anchorage, Alaska. It is important the primary individual(s) servicing the contract and the ARRC Evaluation Committee be present for any discussion.

Clarifications:

If during discussions or presentations the procurement officer 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.

Negotiations:

The procurement officer, 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.

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

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

SECTION H – AWARD AND EVALUATION CRITERIA

Award Criteria	Weight
1 Experience and Qualifications of the firm.	20 points
2 Personnel	25 points
3 Performance	30 points
4 Fees	25 points
<u>Total points (based on award criteria):</u>	<u>100 points</u>
5 Presentation (if used as identified below)	50 points
<u>Maximum total points with Presentations:</u>	<u>150 points</u>

Evaluation Criteria:

Proposals should be concise and address each evaluation criteria listed below as it pertains to the scope of services and include **Other Information Required** as stated above.

1. Experience and Qualifications of the Firm

- a. Provide a brief summary with general information on your organization's history and its experience as it applies to this RFP, including the year it was founded, the number of years your firm has been providing requested services, and your experience with governmental entities or organizations in the transportation or travel industries or accounts similar to the Alaska Railroad.
- b. Describe your ownership structure, including parent, affiliated or subsidiary company, and business partners.
- c. Explain any significant shifts in your organization within the last three years, such as ownership or restructuring. Describe any significant changes anticipated in the future.
- d. Identify the number of clients that started using your company's services in the past three years. Identify any clients that stopped using your company's services in the past three years. Explain why.
- e. Identify if your firm uses the services of a subcontractor. If so, provide details on whom and describe which portions or services.
- f. Identify the location of the office from which management of the project would be accomplished, as well as any other offices anticipated to be involved.
- g. List any national accreditations for your firm.

2. Proposed Key Personnel

- a. Provide an organizational chart showing all key personnel, identifying their area of expertise, and their roles and relationships and how they will interact with ARRC personnel and among themselves.
- b. Identify and describe the pertinent experience of the proposed Account Executive (AE) and other personnel who would be involved in servicing the account in any way. Include resumes of all key personnel who will be involved in the performance of this contract and give the rationale for their involvement.

3. Performance

- a. Provide evidence of relevant experience in producing Public Relation programs and materials such as annual reports, corporate image campaigns, media kits, news releases, research and analytics, and promotional tools including print advertisements, web/online advertisements, and broadcast commercials.
- b. Provide a current client list (within the last 12 months). Provide a past client list (last three years). Describe the average length of client/firm relationships and working rapport.
- c. Describe a successful campaign and explain how you measured and qualified the success.

- d. Describe any additional services that your firm offers, include any features that set your firm apart from the competition.

4. Cost Proposal (Fees)

The cost proposal must be submitted in a separate envelope labeled “Cost Proposal”.

- a. Submit a completed **SECTION I – COST SCHEDULE** as provided in this solicitation.

The estimated hours of the Cost Proposal, as submitted, is for evaluation purposes only. Hourly rates, as proposed by Offeror, will be firm for the initial two-year term of the contract.

Provide a proposed total hourly Billing Rate (i.e. inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) only for each of the job **FUNCTIONS** listed. Note: Some of these functions may be performed by one or more employees of the Offeror or Subcontractors; consequently, an individual might be billed under the contract at different rates appropriate to the functions performed. ***Only the maximum rate paid to any individual for each listed job function*** - regardless of employer (Offeror or Subcontractor) - ***must be provided and will be considered for this response***. Rates for lower paid individuals or for other job functions, if any, will be addressed during contract negotiations.

5. Presentations (Optional)

ARRC may elect, at its sole option, to conduct presentations.

In this event, all costs associated with the preparation of interviews, such as transportation costs, lodging, etc., will be the responsibility of the contractor.

Presentation

If used, ARRC will provide a scenario to the selected firms to provide a communication response.

Upon completion of the presentations, the evaluation committee will review and score the material presented, add the additional scores to the first four criteria and determine a new ranking order for the firms invited to give presentations. Negotiations will be conducted with the highest ranked firm until a contract is awarded. If an agreement cannot be reached on contract terms, negotiations will be terminated and the next highest ranked firm will be contacted for negotiation. ARRC will release the name of the successful firm(s) upon award of the contract.

The committee will evaluate the oral presentations in accordance with the following criteria.

	<u>Weight</u>
1. Extent firm’s approach to the campaign is creative, innovative and persuasive.	20 points
2 Firm’s campaign objectives, strategies and rationale are appropriate, thorough and well-conceived.	10 points
3. Extent firm demonstrates that its media selection, weight level and timing rationale are appropriate to the proposed strategy.	10 points
4. Overall capability of firm to develop and implement a successful campaign and measure campaign results.	10 point

SECTION I – COST SCHEDULE

An Offeror’s failure to provide the information requested in this appendix will be cause for rejection of the offer on the basis of non-responsiveness. All costs shall be in accordance with the information provided in Section A, Scope of Work. Contract rates shall be based on rates provided in this appendix; therefore, all rates shall be offered best and final.

Job Function	Employee Name	Annual Estimated Hours	Rate (Hourly)	Annual Cost (Est. Hours x Rate)
Executive Management/CEO		100	\$	\$
Account Supervision		700	\$	\$
Account Management		450	\$	\$
Digital		250	\$	\$
For evaluation purposes only			Total Annual Cost	\$

Duties of Functions:

Executive Management/CEO – Executive Management/CEO of agency ultimately responsible for successful execution of contract.

Account Supervision –Management responsible for strategic planning, supervision, directions and evaluation of campaign plans and projects.

Account Management: Primary contact person responsible for day-to-day project coordination.

Digital: Responsible for developing and implementing digital strategy.

Note: The estimated hours listed are for evaluations purposes only and are not intended to indicate the exact amount of hours used under this contract. The contract issued resulting from this RFP will be a non-guaranteed term contract.

Any contract awarded by ARRC pursuant to this RFP will include the following terms applicable to costs: (1) no mark-ups will be allowed on any ARRC billings; (2) contractor may keep commissions resulting from media placements; (3) contractor may not charge time for making media placements; and (4) agency discounts, if any, must be passed through to ARRC.

Cost:

The Cost will be evaluated as follows: For each Staff Category the Annual Estimated hours will be multiplied by the proposed rate to get annual cost per Staff category. The Annual Cost per Staff Category will be added to get the Total Annual Cost.

For evaluation purposes, the proposed cost of an Offeror who qualifies for the Alaska Bidders Preference under ARRC Procurement Rule 1200.9 shall be reduced by 5%.

Application of Alaska Bidders Preference: The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the following formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

Travel only on approval by ARRC. Rates will be negotiated by individual project.

By signature on their proposal, the Offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States

For evaluation purposes, the proposed cost of an Offeror who qualifies for the Alaska Bidders Preference under ARRC Procurement Rule 1200.9 shall be reduced by 5%.

Application of Alaska Bidders Preference: The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the following formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

Travel only on approval by ARRC. Rates will be negotiated by individual project.

By signature on their proposal, the Offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States

SECTION J – SUBMITTAL FORM

THIS FORM MUST BE THE FIRST FOUR PAGES OF SUBMITTAL AFTER THE COVER LETTER.

PROJECT

Project Title	: Alaska Railroad Advertising Services
Solicitation No.....	: 21-06-208855

Firm

Offeror	:
Street.....	:
P.O. Box	:
City, State, Zip.....	:
Alaska Business License Number	:
Federal Tax Identification No.	:
Individual(s) to sign contract.....	:
Title(s)	:
Email	:
Type of business enterprise (check one)	: [] Corporation in the state of . :
[] Individual [] Partnership [] Other(specify).....	:

Check one box only for the discipline proposed

N/A

Subcontractors

List all subcontractors, Alaska Business License No., and Discipline to be performed. (if used)

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.

RECEIPT OF THE FOLOWING ADDENDA OR AMENDMENTS

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

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

CERTIFICATION

I certify: that I am a duly authorized representative of the Firm; that this Submittal accurately represents capabilities of the Firm and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications below for 1) Alaska Business License, 2) Certificate of Incorporation, 3) Joint Ventures, and 4) Current or Former Public Officer - will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this Submittal to furnish information deemed necessary to verify the reputation and capabilities of the Firm and Subcontractors.

Signature: _____	Date: _____
Name: _____	Telephone (voice): _____
Title: _____	Email Address: _____

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

Firm and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

CERTIFICATION FOR ALASKA:

1. **Alaska Business License**, (Form 08-070 issued under AS 43.70) An Alaska Business License (ABL) is required of Contractors who do business in Alaska and required before contract award. Proof of application for an ABL will satisfy this requirement. Acceptable evidence that the responder possesses a valid ABL consists of any one of the following:
 - a. Copy of the ABL.
 - b. Certification on the bid or Submittal that the bidder/responder has a valid ABL number and has written the license number in the space provided on the Submittal.
 - c. A canceled check that demonstrates payment for the ABL fee.
 - d. A copy of the ABL application with a receipt stamp from the State's business license office.
 - e. A sworn notarized affidavit that the bidder/responder applied and paid for the ABL.
 - f. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Incorporation** (Alaska Firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" Firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
3. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this Submittal (AS 43.70.020 and 43.70.110(4)).

**[For information about licensing, Respondent may contact the Alaska Department of Commerce and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address:
http://www.dced.state.ak.us/occ/home_bus_licensing.html.]**

SECTION D-1. 4. Certification – Current or Former Public Officer. Any individual that is a member of the Respondent's team as a current public officer or a former public officer (who has left state service within the past two years) must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in the project. If a Respondent fails to submit a required statement, the submittal may be deemed non-responsive or non-responsible and rejected depending upon the materiality of the individual's proposed position.

The Ethics Act bars a public officer who leaves state service from representing, advising or assisting a person for compensation regarding a matter that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action, for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

Additionally, former public officers may not disclose or use information acquired in the course of their official duties that could in any way result in a benefit to the former public officers or their families, if the information has not been disseminated to the public or is confidential by law, without appropriate authorization. See AS 39.52.140. Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is attached. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney concerning the application of the Ethics Act to their participation in this project. It is the responsibility of the individual and the responder to seek resolution in a timely manner of any question concerning the individual's eligibility.

Former Employee’s Certification of Eligibility

SECTION D-2. *Under the Alaska Executive Branch Ethics Act*

(AS 39.52.140, AS 39.52.180)

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [job title] with the [name of state agency and administrative unit]. I propose to work on [describe state contract or other matter] on behalf of [name of current employer]. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action (“official action” means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [contract or matter] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

I certify under penalty of perjury that the foregoing is true.

Dated: _____, 20__, at _____ (Location)

_____ [name of former state employee]

STATE OF ALASKA

) ss.

_____ JUDICIAL DISTRICT)

On this _____ day of _____, 20__, _____ [name of former state employee], whom I know to be the individual described in and who executed this certification, personally appeared before me and acknowledged that [s]he signed the certification as [her or his] free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.

Notary Public in and for Alaska
My commission expires: _____

If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text: A notary or other official empowered to administer oaths is unavailable.

SECTION K – CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

PART I - INSTRUCTIONS

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

PART II - IDENTITY OF PROPOSER

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

4. Proposer's Alaska business license number: _____

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

6. Proposer's legal address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

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

Name: _____ Title: _____

Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

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

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

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

YES NO

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

11. Number of employees: _____ including _____ employees in the State of Alaska.

PART III-CONTRACTING HISTORY

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

YES NO

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

YES NO

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

3. In the past five years has the Proposer been the subject of any of the following actions?

A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?

YES NO

B. Failed to complete a contract for a public or private entity?

YES NO

C. Been denied a low-bid contract in spite of being the low bidder?

YES NO

D. Had a contract terminated for any reason, including default?

YES NO

E. Had liquidated damages assessed against it during or after completion of a contract?

YES NO

F. Been a defaulter, as principal, surety or otherwise?

YES NO

G. Been denied an award of a public contract based upon a finding by a public agency that your company was not a responsible contractor?

YES NO

H. A public entity requested or required enforcement of any of its rights under a surety agreement on the basis of your company's default or in lieu of declaring your company in default?

YES NO

I. Been denied a performance or payment bond by a surety company?

YES NO

J. Been required to pay back wages and/or penalties for failure to comply with state or federal prevailing wage or overtime laws?

YES NO

4. Does Proposer currently possess the financial, organizational, technical, equipment,

facilities, and other resources necessary to supply the goods or services sought by this solicitation? If no, on a separate sheet of paper describe how you intend to obtain the resources necessary to supply the goods or services sought by this solicitation.

YES NO

5. Does Proposer have any present or anticipated commitments and/or contractual obligations that might impact its ability to meet the required delivery or performance requirements of this solicitation? If yes, on a separate sheet of paper describe any apparent conflicts as between the requirements/commitments for this solicitation with respect to the use of Proposer's resources, such as management, technical expertise, financing, facilities, equipment, etc.

YES NO

PART IV-CIVIL ACTIONS

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

PART VI-FINANCIAL

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

1. Proposer's current Alaska Business License, if required by state law.
2. Proposer's Financial Statements 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.

SECTION L

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

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, re-perform the work at no cost to ARRC and shall reimburse ARRC for any additional costs that may be incurred by ARRC or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to re-perform the work, or if ARRC determines that Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, ARRC may correct such unsatisfactory work itself or by the use of third parties and charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

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

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

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

17.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, worker's compensation insurance as required by applicable law. The Contractor shall be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must

include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.

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

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

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

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

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

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

20. Savings Clause. If any one or more of the provisions contained in 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.