REQUEST FOR PROPOSALS
26-41-215004

UNIFIED TECHNOLOGY TERM SERVICES

OCTOBER 30, 2026

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

ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
Phone 907-265-4470
GrahamC@akrr.com

October 30, 2026

REQUEST FOR PROPOSALS 26-41-215004

UNIFIED TECHNOLOGY TERM SERVICES

Response Requested

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

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

Company _____

Address _____

_____

Contact _____

Phone _____

Email _____

Alaska Railroad Corporation
327 W. Ship Creek Avenue, Anchorage, AK 99501
P.O. Box 107500, Anchorage, AK 99510-7500
Telephone 907.265.4470

October 30, 2026

REQUEST FOR PROPOSALS 26-41-215004
UNIFIED TECHNOLOGY TERM SERVICES

IMPORTANT

Proposals will be received until 3:00 P.M. Alaska Local Time on December 9, 2026.

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

Alaska Railroad Corporation
Attn: Candice Graham, Contract Administrator, 2nd Floor
327 West Ship Creek Avenue
Anchorage, Alaska 99501

The outside of the package must clearly identify the Offeror's name and address and be labeled:

RFP 26-41-215004
UNIFIED TECHNOLOGY TERM SERVICES
DO NOT OPEN UNTIL PROPOSAL DUE DATE AND TIME

The electronic copy provided on the USB thumb drive must contain the entire proposal in searchable PDF format, including all technical responses, pricing schedules, forms, certifications, and attachments. The electronic copy must be identical to the signed original proposal.

Proposals must be physically received by ARRC at the address above before the stated deadline. Postmarks, shipping dates, and courier acceptance dates will not constitute timely receipt. Proposals submitted by email, Dropbox, file-transfer link, facsimile, or other electronic means will not be accepted.

The Offeror is solely responsible for ensuring its proposal is delivered to ARRC by the required date and time. Late proposals will be rejected.

It is the Firm's responsibility to understand what is required by this solicitation. The ARRC shall not be held responsible for Firm's lack of understanding. Should a Firm not understand any aspect of this RFP, or require further explanation, or clarification regarding the intent or requirements of this document, it shall be the responsibility of the Firm to seek guidance from the ARRC.
Proposals shall be submitted on the forms furnished herein. Amendments or withdrawals must be received by ARRC's Contracts Section prior to the date and time listed above.

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

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

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

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

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

Please direct all responses and/or questions concerning this Request for Proposals to Candice Graham, Alaska Railroad Corporation, Supply Management, 327 Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-4470. Email: grahamc@akrr.com

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SECTION A

STATEMENT OF SERVICES

1. Introduction and Objectives

ARRC intends to establish separate term contracts for each Service Area identified in this RFP. The contracts will provide qualified technology resources and professional services on an as-needed, task-order basis to supplement, not replace, ARRC's internal Information Technology workforce. Work may include specialized consulting, assessments, implementations, project delivery, staff augmentation, mentoring, support coverage, and temporary backfill.

1.1 Separate Service-Area Contracts

Each Service Area is a separate discipline. Proposals, evaluations, awards, contracts, ceiling rates, and Task Orders will be administered independently by Service Area. ARRC may make multiple awards within a Service Area and may award a firm in one or more Service Areas.

1.2 No Guarantee of Work

Award of a term contract does not guarantee any Task Order, minimum number of hours, staffing level, engagement duration, expenditure, volume of work, or exclusivity.

1.3 Contract Period

The initial term of each resulting Contract shall be two (2) years from the effective date of the Contract. ARRC shall have the option, in its sole discretion, to renew the Contract for up to three (3) additional one-year periods. Exercise of any renewal option shall be by written notice from ARRC and is subject to continued satisfactory performance, availability of funding, and ARRC's continued need for the services.

Renewal of the Contract does not guarantee the issuance of any Task Order or minimum amount of work.

1.4 Work Locations and Coverage

- Work may be performed onsite at ARRC facilities or remotely within the United States, as authorized by the Task Order.
- Offshore resources may be used only with ARRC's prior written approval for the specific Task Order.
- ARRC may require Alaska business-hour coverage, onsite presence, travel along the Alaska Railbelt, after-hours work, on-call support, or 24x7 coverage.

2. ARRC Technology Environment

ARRC operates a diverse technology environment supporting administrative, customer-facing, transportation, and operational functions. The following list is representative rather than exhaustive. Technologies may be added, replaced, or retired during the contract term.

- Microsoft ecosystem: Windows Server, Windows 11, Active Directory, Entra ID, Microsoft 365, SharePoint, and Teams.
- IBM i: IBM i operating system, Db2 for i, RPG/RPGLE, free-form RPG, CLLE, SQL, and related IBM i development and administration tools.
- Applications and integration: .NET, PHP, Drupal, Python, MAUI, JavaScript, REST APIs, secure file transfer, batch processing, middleware, workflow automation, and commercial SaaS applications.

- Salesforce: platform administration, configuration, Flow, Apex, Lightning Web Components, APIs, integrations, reporting, dashboards, and release management.
- Database and data platforms: Microsoft SQL Server, Db2 for i, ETL/ELT pipelines, Apache Superset/Presets, SSRS, Crystal Reports, and other reporting or analytics tools.
- Infrastructure: Windows and Linux servers, VMware virtualization, enterprise storage, backup and recovery, cloud infrastructure, disaster-recovery technologies, Omnissa Horizon VDI, and Duo MFA.
- Endpoint and service management: Windows endpoints, Microsoft Intune, Tanium, Freshservice, Microsoft 365 applications, and mobile-device support.
- Security: Cisco Firepower Threat Defense; Windows Hello and Duo; Tanium and Entra; SentinelOne; QRadar; Egress, KnowBe4, and SpamTitan; and other cybersecurity tools.
- Enterprise applications: JD Edwards EnterpriseOne, Hyland OnBase, Esri GIS, Wabtec Train Management Systems, ODL Rail Studio, Square, CyberSource, and other commercial and custom systems.

Enterprise WAN, LAN, and wireless network operations are managed outside the Information Technology department and are not generally within scope, except where network-related coordination or configuration is incidental to an IT service or specifically included in a Task Order.

3. ERP Scope Boundary

ARRC procures dedicated ERP services through a separate contracting vehicle. This RFP does not include ERP implementation, version upgrades, functional-module consulting, routine ERP application administration, or dedicated ERP production support. The following cross-cutting services remain within scope when requested by ARRC:

- IBM i operating-system, infrastructure, security, availability, backup, performance, and platform administration;
- RPG, RPGLE, CL, and related IBM i programming, maintenance, analysis, and modernization;
- database, reporting, data-conversion, and data-engineering work involving Db2 for i or enterprise data; and
- APIs, middleware, file exchanges, automation, and other enterprise integrations connecting ERP or IBM i data with ARRC applications, Salesforce, data platforms, or third-party services.

A Task Order will not be issued under this RFP when its primary purpose is ERP functional consulting or ERP application implementation/support. ARRC will determine the appropriate contract vehicle for work that crosses this boundary.

4. Service Areas

1. Cybersecurity and Security Program Services

- Security strategy, architecture, engineering, and program improvement
- Risk assessments, control assessments, audits, and remediation planning
- Governance, policies, standards, procedures, and security documentation
- Identity and access management, privileged access, and authentication
- Vulnerability management, penetration testing, and security validation
- Security monitoring, SIEM, incident response, forensics, and malware analysis
- Cloud, application, endpoint, network, and data security
- Operational technology, ICS/SCADA, and transportation-system cybersecurity
- Security awareness, tabletop exercises, mentoring, and knowledge transfer
- Compliance support for applicable federal, state, contractual, and industry requirements

Representative roles: Security Analyst, Security Engineer, Security Architect, GRC Specialist,

Incident Response Specialist, OT/ICS Security Specialist.

2. Application Development, Integration and Business Analysis

- Application architecture, development, enhancement, testing, deployment, and production support
- Web, mobile, API, service, workflow, and automation development
- Enterprise integration using APIs, middleware, events, webhooks, secure file exchange, or batch processing
- Integration with ERP, IBM i, Salesforce, document management, payment, data, and other enterprise platforms
- Business and systems analysis, requirements, process mapping, and solution design
- Data conversion, migration, reconciliation, and interface testing
- DevSecOps, source control, CI/CD, code review, release management, and technical documentation
- Mentoring, knowledge transfer, temporary staff backfill, and troubleshooting

Representative roles: Solution Architect, Application Developer, Integration Developer, Web or Mobile Developer, QA/Test Engineer, Business Systems Analyst.

3. Database, Data Engineering, Analytics and Business Intelligence

- Database architecture, administration, performance tuning, troubleshooting, backup, recovery, high availability, and disaster recovery
- Production support, including after-hours, on-call, or 24x7 coverage when required
- Microsoft SQL Server and other non-IBM i database administration and development
- Data extraction and integration involving Db2 for i when incidental to an enterprise data or analytics engagement
- Data modeling, pipelines, ETL/ELT, integration, quality, lineage, governance, and master/reference data
- Cloud data platforms, warehouses, lakehouse capabilities, and migration
- Semantic models, dashboards, operational reporting, and self-service analytics
- Reporting and analytics using ARRC-selected platforms, including Snowflake and Apache Superset/Presets where applicable
- Database and data-platform security, auditing, access controls, and documentation
- Data conversion, reconciliation, validation, and knowledge transfer

Representative roles: Database Administrator, Data Engineer, Data Architect, BI Developer, Analytics Engineer, Data Analyst.

4. Service Desk, Endpoint and End-User Computing

- Level 1 and Level 2 service desk support, incident/request ownership, and user communication
- Desktop, laptop, mobile-device, peripheral, and collaboration-tool support
- Device provisioning, deployment, refresh, inventory, and secure disposition
- Endpoint configuration, patching, software distribution, policy enforcement, and troubleshooting
- Identity, access, and account support under ARRC procedures
- Knowledge articles, user guides, trend analysis, and problem prevention
- Field support at ARRC locations and coordinated rollout activities
- Temporary backfill, surge support, and project-specific end-user support

Representative roles: Service Desk Analyst, Desktop Support Technician I and II, Desktop Engineer, Field Support Technician.

5. Infrastructure, Server, Cloud and Virtualization Services

- Windows and Linux server architecture, administration, patching, troubleshooting, and automation
- Virtualization, compute, storage, backup, recovery, and disaster-recovery platforms
- Cloud architecture, migration, governance, operations, and cost optimization
- Microsoft Active Directory, Microsoft 365, and related identity or infrastructure services
- Infrastructure monitoring, capacity planning, configuration management, and documentation
- DNS, DHCP, Active Directory, identity services, and other IT-managed infrastructure services; network-related configuration, troubleshooting, and coordination as specifically authorized by ARRC.
- Infrastructure security remediation, lifecycle planning, upgrades, and technical mentoring

Representative roles: Systems Administrator, Systems Engineer, Cloud Engineer, Virtualization Engineer, Storage/Backup Engineer, Infrastructure Architect.

6. IBM i Platform and Development Services

- IBM i operating-system installation, configuration, administration, patching, upgrades, and lifecycle planning
- Platform monitoring, performance analysis, capacity planning, job and subsystem management, and troubleshooting
- Security administration, auditing, access controls, profiles, authorities, and compliance remediation
- Backup, recovery, high availability, replication, disaster recovery, and continuity testing
- Db2 for i administration, performance tuning, SQL development, data access, and database security
- RPG, RPGLE, free-form RPG, CLLE, and related application analysis, maintenance, enhancement, and development
- Application and code modernization, technical-debt reduction, testing, source control, release management, and documentation
- IBM i integration using APIs, services, middleware, messaging, secure file exchange, database connectivity, or batch processing
- Integration with ERP applications, Salesforce, data platforms, payment systems, and other enterprise services
- Production support, temporary backfill, mentoring, and knowledge transfer

Representative roles: IBM i Systems Administrator, IBM i Systems Engineer, Db2 for i Database Specialist, RPG/RPGLE Developer, IBM i Application Analyst, IBM i Integration Developer/Architect.

7. Technology Project Management and Technical Business Analysis

- Project, program, and portfolio planning and management
- Scope, schedule, budget, risk, issue, dependency, and change management
- Vendor coordination, procurement support, and implementation oversight
- Technical business analysis, requirements, process mapping, and solution evaluation
- Governance, steering materials, status reporting, and executive communication
- Agile, predictive, and hybrid delivery methods
- Testing, readiness, training, cutover, adoption, and transition-to-support planning
- Technical writing, procedures, playbooks, decision records, and project documentation

Representative roles: Project Manager, Program Manager, Technical Business Analyst, Implementation Manager, Technical Writer, Change/Adoption Lead.

8. Salesforce Services

- Salesforce solution architecture, platform assessment, roadmap, and technical design
- Configuration and administration, including objects, fields, layouts, permissions, sharing, automation, and user support
- Declarative automation using Flow and other supported platform tools
- Custom development using Apex, Lightning Web Components, APIs, and approved development frameworks
- Integration with ERP, IBM i, Microsoft 365, document management, payment, data, identity, and other enterprise platforms
- Data migration, cleansing, deduplication, validation, reconciliation, and archival
- Security design, profiles, permission sets, sharing, auditability, privacy, and access governance
- DevOps, sandbox strategy, source control, testing, release management, and environment promotion
- Reports, dashboards, analytics, and data-quality monitoring
- Platform health checks, performance optimization, troubleshooting, production support, documentation, training, and knowledge transfer
- Evaluation and implementation of Salesforce products, AppExchange solutions, and licensing options when requested

Representative roles: Salesforce Solution Architect, Salesforce Administrator, Salesforce Developer, Salesforce Business Analyst, Salesforce Integration Architect/Developer, Salesforce QA/Release Engineer.

5. Administrative and Deliverable Requirements

- Services and deliverables shall comply with the applicable Task Order and ARRC access, cybersecurity, change-management, records-management, and technology-use requirements.
- Deliverables may include assessments, plans, designs, configurations, source code, scripts, test documentation, reports, runbooks, procedures, training materials, status reports, and knowledge-transfer materials.
- ARRC may require editable native files, source files, configuration exports, scripts, and other materials necessary to operate and maintain delivered solutions.

6. Task Order Process

Services will be authorized only through written, sequentially numbered Task Orders issued under the applicable Service Area term contract. The Contractor shall not begin work or incur billable costs until ARRC issues an executed Task Order and, when applicable, a Notice to Proceed.

6.1 Task Order Requests

ARRC may request a technical and cost response from one, selected, or all awarded Contractors within the applicable Service Area. Requests may require proposed personnel, resumes, work location, availability, rates, estimated hours, not-to-exceed cost, schedule, assumptions, technical approach, deliverables, travel, and subcontractor information.

6.2 Assignment

- ARRC may request a response directly from the highest-ranked or otherwise appropriate Contractor.
- ARRC may request responses from multiple Contractors and select the response determined most advantageous based on qualifications, availability, approach, schedule, and cost.
- ARRC may assign continuation work to the Contractor that performed prior related work when continuity is in ARRC’s best interest.

- ARRC may fulfill the requirement through other lawful means.

6.3 Pricing

6.3.1 Fully Burdened Maximum Hourly Ceiling Rates. Hourly rates established under the Contract shall be fully burdened maximum hourly ceiling rates and shall include all labor costs, wages, salaries, benefits, payroll taxes, insurance, overhead, administrative costs, general and administrative expenses, profit, and all other costs associated with providing the personnel, except for travel and other direct costs specifically authorized by ARRC.

6.3.2 Task Order Pricing. Contractors may propose rates below the applicable maximum hourly ceiling rates for individual Task Orders. No separate charges for routine administrative support, supervision, account management, office expenses, equipment normally required to perform the services, or other overhead costs will be allowed unless expressly authorized by ARRC in the applicable Task Order.

Task Orders may be issued on a fixed-price, time-and-materials with a not-to-exceed amount, or other payment basis authorized by ARRC. Travel and other direct costs, when permitted, must be specifically authorized in the applicable Task Order and shall be reimbursed in accordance with the Contract.

6.3.3 Not-to-Exceed Amounts. Each Task Order will establish a maximum not-to-exceed (NTE) amount. The Contractor is responsible for monitoring labor hours, costs, and the remaining authorized funding throughout performance of the Task Order. The Contractor shall not perform work, incur costs, or invoice ARRC for amounts in excess of the authorized NTE amount.

If the Contractor anticipates that the remaining authorized funding will be insufficient to complete the Task Order, the Contractor shall notify the ARRC Project Manager and Contract Administrator in writing before exceeding the NTE amount and shall provide the reason for the anticipated overrun, the remaining work, and the additional funding requested. No increase to a Task Order NTE amount is authorized unless and until ARRC issues a written Change Order or other written contract modification executed by an authorized ARRC representative.

Work performed or costs incurred in excess of the authorized NTE amount without prior written authorization are performed at the Contractor's risk and shall not obligate ARRC to payment.

6.3.4 Rate Adjustments. Contract rates shall remain firm during the initial Contract term. If ARRC exercises a renewal option, the Contractor may request an adjustment to its maximum hourly ceiling rates. Any requested rate adjustment must be submitted to ARRC in writing at least thirty (30) calendar days prior to the beginning of the applicable renewal period.

Any requested increase shall not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) applicable to Anchorage, Alaska, as published by the U.S. Bureau of Labor Statistics, using the most recently available applicable index. Rate adjustments are not automatic and are subject to ARRC review and written approval. Approved rates shall remain fully burdened maximum hourly ceiling rates for the applicable renewal period.

6.3.5 Invoicing and Supporting Documentation. Each invoice shall identify the Contract number, Task Order number, invoice period, individual performing the services, labor classification, dates worked, hours worked, applicable hourly rate, extended labor amount, authorized reimbursable expenses, cumulative amount invoiced, current Task Order NTE amount, and remaining authorized balance. Supporting timesheets and expense documentation shall be provided when required by the Task

Order. ARRC may reject or return invoices that do not contain sufficient supporting detail.

The Contractor shall maintain contemporaneous and accurate records of labor hours and costs by Task Order. Unsupported charges may be disallowed.

The Contractor shall provide written notice when cumulative charges reach seventy-five percent (75%) of the Task Order NTE amount, or an earlier threshold stated in the Task Order. The notice shall state the amount expended, amount remaining, estimated cost to complete, and anticipated completion date. Notice does not authorize the Contractor to exceed the NTE amount.

6.4 Personnel

ARRC may interview and approve or reject proposed resources. Substitution of personnel assigned to an active Task Order requires prior ARRC approval. ARRC may direct replacement of a resource whose performance, qualifications, availability, or fit is unsatisfactory.

SECTION B

PROPOSAL INFORMATION, CONDITIONS & INSTRUCTIONS

1. Pre-Submission Proposal Inquiries

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

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

2. Proposal Submission Deadline

Proposals will be received until 3:00 P.M. Alaska Local Time on December 9, 2026.

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

Alaska Railroad Corporation
Attn: Candice Graham, Contract Administrator, 2nd Floor
327 West Ship Creek Avenue
Anchorage, Alaska 99501

The outside of the package must clearly identify the Offeror's name and address and be labeled:

RFP 26-41-215004
UNIFIED TECHNOLOGY TERM SERVICES
DO NOT OPEN UNTIL PROPOSAL DUE DATE AND TIME

The electronic copy must be submitted on a USB thumb drive in searchable PDF format and must include the complete proposal, including all Service-Area Technical Responses, pricing schedules, additional classification rate sheets, forms, certifications, and attachments. The electronic copy must be identical to the signed original proposal.

Proposals must be physically received by ARRC before the stated deadline. Postmarks, shipping dates, and courier acceptance dates will not be considered evidence of timely receipt. Proposals submitted by email, Dropbox, file-transfer link, facsimile, or other electronic means will not be accepted.

Written amendments or withdrawals must be signed by an authorized representative of the Offeror and physically received by ARRC before the proposal deadline.

Proposals received after the stated date and time will be rejected. All proposals must be signed by an individual legally authorized to bind the Offeror.

3. Proposal Open and Subject to Acceptance

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

4. Proposal Opening

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

5. Reserved Rights

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

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

6. Proposal Costs

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

7. Taxes

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

8. Proposal Format

Offerors shall submit one consolidated proposal package consisting of one (1) signed original proposal and one (1) electronic copy on a USB thumb drive, organized as specified below. The

electronic copy must be identical to the signed original proposal. The proposal package shall contain the following:

1. **Cover Letter**
   A signed cover letter, not to exceed two (2) pages, that:

   a. Identifies the Offeror's full legal name, primary contact, and the Service Area or Service Areas for which the Offeror is submitting a proposal;

   b. Confirms that the individual signing the proposal is authorized to bind the Offeror;

   c. Summarizes the Offeror's principal qualifications and confirms that the Offeror satisfies the applicable minimum qualifications stated in Paragraph 14 of this Section;

   d. Identifies and acknowledges all addenda issued under this RFP;

   e. Discloses any actual or potential conflict of interest, or circumstances that may create the appearance of a conflict of interest; and

   f. States whether the Offeror is requesting the Alaska Bidder's Preference described in Paragraph 15 of this Section. If the preference is requested, the Offeror shall certify that it satisfies the applicable eligibility requirements and provide the supporting documentation requested by ARRC.

2. **Common Corporate Response**
   One Common Corporate Response containing the Offeror's company history, ownership, office locations, organizational size, contracting history, quality-control practices, security and confidentiality practices, personnel-screening practices, and experience providing services on an as-needed or Task Order basis. The Common Corporate Response shall not exceed ten (10) pages.
3. **Service-Area Technical Responses**
   A separate and clearly labeled Service-Area Technical Response for each Service Area proposed. Each response shall be organized in the same order as the applicable evaluation criteria stated in Section D and must contain sufficient information for ARRC to evaluate and score that Service Area independently. Each Service-Area Technical Response shall not exceed fifteen (15) pages.
4. **Representative Personnel Resumes**
   Provide two (2) to four (4) representative resumes for each Service Area proposed. The resumes should collectively demonstrate the qualifications and experience of personnel available to perform the principal roles identified for that Service Area. Representative resumes are provided for evaluation purposes and do not guarantee the availability or assignment of a particular individual to a future Task Order.
5. **Pricing Schedule**
   A completed Pricing Schedule for each Service Area proposed. Rates shall be fully burdened maximum hourly ceiling rates and shall comply with the pricing requirements stated in Section

A. Offerors shall clearly identify the applicable labor classification, skill level, resource location, and any onshore or offshore rate distinction.

6. **Required Forms and Certifications**
   The proposal package shall include the following completed documents:

   a. Signed Service Bid Form, including acknowledgment of all issued addenda;

   b. Completed Contractor Responsibility Questionnaire, including the notarized Verification and Acknowledgment;

   c. Completed pricing schedule for each Service Area proposed;

   d. Exceptions and assumptions schedule;

   e. Subcontractor disclosure, if subcontractors are proposed; and

   f. Any other certifications, representations, or documentation expressly required by this RFP.

7. **Page-Limit Exclusions**
   The following documents are excluded from the applicable page limits:

   a. Cover letter;

   b. Table of contents;

   c. Representative personnel resumes;

   d. Required forms and certifications;

   e. Pricing schedules;

   f. Exceptions and assumptions;

   g. Subcontractor information specifically requested by ARRC; and

   h. Other attachments expressly required by this RFP.

An Offeror proposing for more than one Service Area shall submit only one Common Corporate Response and a separate Service-Area Technical Response for each Service Area proposed. Information included in the Common Corporate Response does not need to be repeated in each Service-Area Technical Response.

ARRC may disregard proposal content exceeding the applicable page limitation. Failure to follow the required format or provide complete information may result in a lower evaluation score and may render the proposal nonresponsive.

9. Capacity to Perform

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

10. Costs

Other direct costs (ODCs) on contracts incurred shall be billed at cost. If travel is required, ARRC will be billed per diem for meals and incidentals using the current State of Alaska rate, or at actual costs, as identified in the Task Order. Airfare will be billed at cost with coach airfare only, no first class or business class. Lodging must be reasonable. ARRC will not pay for alcohol, valet parking, or expenses it considers to be exorbitant. No mark-up shall be included on ODCs unless otherwise approved in the Task Order Scope of Work. Allowable costs will be included in Appendix C of the Agreement.ODC

11. Purchase Obligation

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

12. Exceptions to Terms, Conditions and Specifications

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

13. Public Information

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

14. 14. Qualifications of Offerors

A firm may propose for one or more Service Areas. To be considered for a Service Area, the firm must satisfy the general and service-area qualifications.

14.1 General Qualifications

- At least five years of relevant IT professional or managed-services experience, except where a Service Area expressly permits three years.
- Demonstrated ability to furnish qualified resources on an as-needed, Task Order basis, including short-duration specialist support, project augmentation, and staff backfill.
- Documented quality-control, security, confidentiality, and personnel-screening practices appropriate to a transportation, public-sector, regulated, or mission-critical environment.
- Ability to provide resumes, availability, work location, hourly rates, estimated effort, schedule, and technical approach within the response period stated for a Task Order opportunity.
- Ability to comply with ARRC access, cybersecurity, change-management, records-management, and technology-use requirements.

14.2 Service-Area Qualifications

- SA 1: Five years of relevant cybersecurity program, engineering, assessment, incident response, governance, risk, or compliance experience. Appropriate certifications may be required.

- SA 2: Five years developing, implementing, integrating, analyzing, or supporting business applications, including modern development and enterprise integration.
- SA 3: Five years in database administration, data engineering, analytics, reporting, data warehousing, business intelligence, or production support.
- SA 4: Three years providing enterprise end-user, service desk, desktop, endpoint-management, or field-support services.
- SA 5: Five years supporting enterprise Windows, Linux, storage, backup, virtualization, cloud, or related infrastructure platforms.
- SA 6: Five years providing IBM i services. The team must collectively demonstrate IBM i platform administration, Db2 for i, and RPG/RPGLE/CL capability.
- SA 7: Three years managing or analyzing technology projects, programs, or implementations of comparable complexity.
- SA 8: Five years implementing, configuring, developing, integrating, or supporting Salesforce. The team must collectively demonstrate administration, development, integration, and release management. Current certifications are preferred and may be required.

15. Alaska Bidder's Preference

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

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

Offerors seeking an Alaska Bidder's Preference must include a statement within their cover letter certifying that the Offeror meets the above requirements and is eligible to receive the Alaska Bidder's Preference. Copies of any relevant documentation should also be provided (this documentation is excluded from the applicable page limits.)

16. Contract Period

The initial term of each resulting Contract shall be two (2) years from the effective date of the Contract. ARRC shall have the option, in its sole discretion, to renew the Contract for up to three (3) additional one-year periods by written notice, subject to continued satisfactory performance, availability of funding, and ARRC's continued need for the services. Renewal does not guarantee the issuance of any Task Order or minimum amount of work. This Contract remains subject to the Cancellation/Termination provisions in Section G.

17. ARRC Disadvantaged Business Enterprise (DBE) Program

ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation of 4.0% in federal fiscal years 2025-2027 on contracts funded by agencies within the U.S. Department of Transportation. If this contract is funded in whole or in part by funds from the FTA, FEMA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.

18. DBE Reports

Firms are required to report annually to the ARRC 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.

19. 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 office

20. Alaska Business License

Per AS 43.70.020(a) a business license is required for the privilege of engaging in a business in the State of Alaska. An Alaska Business License is required of Contractors who do business in Alaska at time of award. Information regarding applying for an Alaska Business License can be found online at https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.

SECTION C

PROPOSAL FORMAT AND CONTENTAND

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

Submit one consolidated proposal package containing a Common Corporate Response and a separate, clearly labeled Service-Area Technical Response for each Service Area proposed. Each Service-Area response must be capable of independent evaluation.

1. Page Limits and Organization

Proposals shall be organized in the order specified in this Section and shall be concise, complete, and responsive to the requirements of this RFP.

The Common Corporate Response shall not exceed ten (10) pages. Each separate Service-Area Technical Response shall not exceed fifteen (15) pages per Service Area proposed.

The following are excluded from the page limitations:

Cover letter;
Table of contents;
Representative personnel resumes;
Required forms and certifications;
Pricing schedules;
Exceptions and assumptions;
Subcontractor information specifically requested by ARRC; and
Other attachments expressly required by this RFP.

An Offeror proposing for more than one Service Area shall submit one Common Corporate Response and a separate, clearly labeled Service-Area Technical Response for each Service Area proposed. Information included in the Common Corporate Response does not need to be repeated within each Service-Area Technical Response. However, each Service-Area Technical Response must contain sufficient information for ARRC to evaluate that Service Area independently.

Offerors shall organize each Service-Area Technical Response using headings that correspond to the applicable evaluation criteria in Section D. This organization is intended to facilitate ARRC's independent evaluation and scoring of each Service Area.

ARRC may disregard proposal content that exceeds the applicable page limitation.

2. Required Content

Cover Letter: Identify legal entity, primary contact, Service Areas proposed, authority to contract, conflicts, and addenda.
Corporate Qualifications: Company history, ownership, locations, size, contracting history, quality controls, security practices, and experience with as-needed services.

Service-Area Technical Response: Relevant experience, capabilities, methods, tools, differentiators, and at least three comparable engagements completed within the past five years.
Resource Pool: Depth, breadth, geographic location, employment/contracting model, availability, and scalability for each Service Area.
Representative Personnel: Provide two (2) to four (4) representative resumes for each Service Area proposed. The resumes should collectively demonstrate the qualifications and experience of personnel available to perform the principal roles identified for that Service Area. Representative resumes are provided for evaluation purposes and do not guarantee the availability or assignment of a particular individual to a future Task Order.
Delivery and Responsiveness: Process for Task Order requests, identifying personnel, estimating, onboarding, supervision, quality, communication, escalation, replacement, and knowledge transfer.
Remote, Onsite and Offshore Delivery: Resource locations, Alaska business-hour coverage, onsite availability, and offshore delivery. Offshore resources require Task-specific written approval.
Pricing: Ceiling hourly rates for all offered roles and skill levels. Separately identify onshore and offshore rates and disclose overtime, after-hours, travel, and other rate conditions.
Exceptions and Assumptions: Clearly identify exceptions, dependencies, assumptions, and requested contractual deviations.

3. Task-Order Personnel
Upon request, an awarded Contractor must provide resumes, availability, work location, proposed role, rate, estimated effort, schedule, and other requested information for actual personnel proposed. Personnel may not begin work until authorized through the Task Order and Notice-to-Proceed process.

4. Proposal Clarifications
ARRC does not disclose or guarantee an overall budget, annual spend, number of resources, or volume of work. A separate Pricing Schedule must be completed for each Service Area proposed.
Corporate contracting history should demonstrate responsibility for an as-needed relationship; service-specific experience belongs in each technical response.

Remote resources may be considered when consistent with security, operational, and Task Order requirements. Alaska or Pacific time-zone availability may be advantageous or required.

5. Responsiveness Checklist

Required Item	Included
Signed cover letter	☐
Common Corporate Response	☐
Separate response for each Service Area proposed	☐
Two to four representative resumes per Service Area	☐
Completed pricing schedule for each Service Area	☐
Signed Service Bid Form, including acknowledgment of all issued addenda	☐
Completed Contractor Responsibility Questionnaire	☐
Exceptions and assumptions schedule	☐
Subcontractor disclosure	☐
Other required certifications	☐

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

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

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

Criterion	Points	Evaluation Focus
1. Service-Area Experience and Technical Capability	20	Comparable work, technical breadth, results, and references
2. Depth, Breadth, and Availability of Resource Pool	25	Disciplines, scalability, availability, location, and continuity
3. Qualifications of Representative Personnel	20	Experience, education, certifications, and relevance
4. Task Order Delivery, Responsiveness, and Quality Control	15	Estimating, onboarding, quality, communication, escalation, and replacement
5. Pricing	20	Separate discipline pricing schedule; total evaluated price and proportional formula
TOTAL	100	

SECTION D
SERVICE-AREA EVALUATION CRITERIA

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

ARRC reserves the right to select the top-ranked firm(s) based solely on the scoring of the written proposals and to enter directly into negotiations with said firm. However, at its sole discretion, ARRC may require the highest ranked firms to make an oral presentation to the evaluation committee. In this event, oral presentations will be scheduled and held via video conference. The selected firms will have an opportunity to summarize the information provided in their written proposals, expand on their capabilities, experience and proposed approach and work plan and answer questions from the selection committee. It is important that the primary individuals servicing the contract are present for this presentation.

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

PRICING SCHEDULES

Pricing Instructions. Complete a separate Pricing Schedule for each Service Area proposed. All rates must be fully burdened maximum hourly ceiling rates and include all labor, benefits, payroll taxes, insurance, overhead, administrative costs, and profit. Do not include travel or other direct costs. Offerors may propose rates below these ceilings for individual Task Orders.
Price Evaluation. ARRC will evaluate each Service Area independently. For each required labor classification, the proposed rate will be multiplied by the stated evaluation hours. The extended amounts will be totaled to establish the Total Evaluated Price for that Service Area. Evaluation hours are used solely for proposal comparison and do not represent guaranteed work.
Rate Basis. The evaluated rate must be the Offeror’s maximum fully burdened hourly ceiling rate for a U.S.-based resource available to perform the listed classification remotely during Alaska business hours. Any Alaska-onsite, after-hours, overtime, or offshore rates must be disclosed in the Additional Rate Information table but will not be included in the initial price score. Offshore resources remain subject to ARRC’s prior written approval for the applicable Task Order.

Service Area 1. Cybersecurity and Security Program Services

1. Experience and Technical Capability	1. Weight: 20

Offerors shall describe experience providing comparable services and address experience with:

- security architecture and engineering
- governance, risk, compliance, assessments, and remediation
- identity and access management
- vulnerability management and penetration testing
- SIEM, incident response, forensics, and malware analysis
- cloud, application, endpoint, network, data, and OT/ICS security

Provide at least three comparable engagements completed or substantially performed within the past five years. For each, identify the client and reference, period of performance, approximate value or level of effort, services performed, technologies, Offeror and subcontractor responsibilities, and results or deliverables.

2. Resource Pool	2. Weight: 25

Describe technical specialties, skill levels, certifications, geographic locations, employment/subcontracting model, current availability, scalability, onsite and remote capability, support for short and extended assignments, and capacity for concurrent Task Orders.

3. Representative Personnel	3. Weight: 20

Provide two to four representative resumes, including relevant experience, education, certifications, technical competence, work location, and relationship with the Offeror. Representative roles include: Security Analyst, Security Engineer, Security Architect, GRC Specialist, Incident Response Specialist, and OT/ICS Security Specialist.

4. Task Order Delivery, Responsiveness and Quality Control	4. Weight: 15

Describe the process for receiving requests; identifying and screening resources; developing assumptions, approaches, estimates, and schedules; onboarding and supervising personnel; monitoring quality, progress, and budget; reporting and escalation; replacing personnel; and transferring knowledge. Identify typical response and mobilization timeframes.

5. Pricing	5. Weight: 20

Complete the Pricing Schedule for this Service Area. ARRC will evaluate price separately for this discipline by multiplying each required fully burdened maximum hourly ceiling rate by the evaluation quantity stated on the Pricing Schedule and totaling the extended amounts. The lowest responsive adjusted Total Evaluated Price for this Service Area will receive 20 points; all other responsive Offerors will receive proportional points using the formula in Section E.1.3. Rates submitted for other Service Areas will not affect this score. Lower rates may be offered for individual Task Orders.

SERVICE AREA 1

CYBERSECURITY AND SECURITY PROGRAM SERVICES

Offeror: _____

Instructions: Enter one evaluated hourly ceiling rate for every listed classification. Do not leave a required rate blank. ARRC will calculate the extensions and Total Evaluated Price. Rates shall be stated to two decimal places.

Item	Required Labor Classification	Eval. Hours	Fully Burdened Maximum Hourly Ceiling Rate	Extended Evaluated Amount
1	Security Analyst	100	$ _____ / hr	$ _____
2	Security Engineer	100	$ _____ / hr	$ _____
3	Security Architect	100	$ _____ / hr	$ _____
4	GRC Specialist	100	$ _____ / hr	$ _____
5	Incident Response Specialist	100	$ _____ / hr	$ _____
6	OT/ICS Security Specialist	100	$ _____ / hr	$ _____
	TOTAL EVALUATED PRICE - SERVICE AREA 1			**$ _____**

Additional Rate Information (not included in initial price score)

Labor Classification	Alaska Onsite Rate	After-Hours / Overtime Rate	Offshore Rate, if offered	Conditions / Notes

Certification: The undersigned certifies that the rates stated above are fully burdened maximum hourly ceiling rates and comply with the pricing requirements of the RFP.

Authorized Signature: _____ **Date:** _____

Printed Name and Title: _____ **Company:** _____

Service Area 2. Application Development, Integration and Business Analysis

1. Experience and Technical Capability	1. Weight: 20

Offerors shall describe experience providing comparable services and address experience with:

- custom application development and modernization
- web, mobile, API, workflow, and automation development
- enterprise integration and secure data exchange
- business and systems analysis
- data migration and reconciliation
- DevSecOps, CI/CD, testing, release management, and production support

Provide at least three comparable engagements completed or substantially performed within the past five years. For each, identify the client and reference, period of performance, approximate value or level of effort, services performed, technologies, Offeror and subcontractor responsibilities, and results or deliverables.

2. Resource Pool	2. Weight: 25

Describe technical specialties, skill levels, certifications, geographic locations, employment/subcontracting model, current availability, scalability, onsite and remote capability, support for short and extended assignments, and capacity for concurrent Task Orders.

3. Representative Personnel	3. Weight: 20

Provide two to four representative resumes, including relevant experience, education, certifications, technical competence, work location, and relationship with the Offeror. Representative roles include: Solution Architect, Application Developer, Integration Developer, Web or Mobile Developer, QA/Test Engineer, and Business Systems Analyst.

4. Task Order Delivery, Responsiveness and Quality Control	4. Weight: 15

Describe the process for receiving requests; identifying and screening resources; developing assumptions, approaches, estimates, and schedules; onboarding and supervising personnel; monitoring quality, progress, and budget; reporting and escalation; replacing personnel; and transferring knowledge. Identify typical response and mobilization timeframes.

5. Pricing	5. Weight: 20

Complete the Pricing Schedule for this Service Area. ARRC will evaluate price separately for this discipline by multiplying each required fully burdened maximum hourly ceiling rate by the evaluation quantity stated on the Pricing Schedule and totaling the extended amounts. The lowest responsive adjusted Total Evaluated Price for this Service Area will receive 20 points; all other responsive Offerors will receive proportional points using the formula in Section E.1.3. Rates submitted for other Service Areas will not affect this score. Lower rates may be offered for individual Task Orders.

SERVICE AREA 2

APPLICATION DEVELOPMENT, INTEGRATION AND BUSINESS ANALYSIS

Offeror: _____

Instructions: Enter one evaluated hourly ceiling rate for every listed classification. Do not leave a required rate blank. ARRC will calculate the extensions and Total Evaluated Price. Rates shall be stated to two decimal places.

Item	Required Labor Classification	Eval. Hours	Fully Burdened Maximum Hourly Ceiling Rate	Extended Evaluated Amount
1	Solution Architect	100	$ _____ / hr	$ _____
2	Application Developer	100	$ _____ / hr	$ _____
3	Integration Developer	100	$ _____ / hr	$ _____
4	Web or Mobile Developer	100	$ _____ / hr	$ _____
5	QA/Test Engineer	100	$ _____ / hr	$ _____
6	Business Systems Analyst	100	$ _____ / hr	$ _____
	TOTAL EVALUATED PRICE - SERVICE AREA 2			**$ _____**

Additional Rate Information (not included in initial price score)

Labor Classification	Alaska Onsite Rate	After-Hours / Overtime Rate	Offshore Rate, if offered	Conditions / Notes

Certification: The undersigned certifies that the rates stated above are fully burdened maximum hourly ceiling rates and comply with the pricing requirements of the RFP.

Authorized Signature: _____ **Date:** _____

Printed Name and Title: _____ **Company:** _____

Service Area 3. Database, Data Engineering, Analytics and Business Intelligence

1. Experience and Technical Capability	1. Weight: 20

Offerors shall describe experience providing comparable services and address experience with:

- database administration, performance, backup, recovery, high availability, and disaster recovery
- data architecture, modeling, ETL/ELT, pipelines, quality, lineage, and governance
- data warehouses, cloud data platforms, analytics, reporting, and dashboards
- data security, conversion, reconciliation, and production support

Provide at least three comparable engagements completed or substantially performed within the past five years. For each, identify the client and reference, period of performance, approximate value or level of effort, services performed, technologies, Offeror and subcontractor responsibilities, and results or deliverables.

2. Resource Pool	2. Weight: 25

Describe technical specialties, skill levels, certifications, geographic locations, employment/subcontracting model, current availability, scalability, onsite and remote capability, support for short and extended assignments, and capacity for concurrent Task Orders.

3. Representative Personnel	3. Weight: 20

Provide two to four representative resumes, including relevant experience, education, certifications, technical competence, work location, and relationship with the Offeror. Representative roles include: Database Administrator, Data Engineer, Data Architect, BI Developer, Analytics Engineer, and Data Analyst.

4. Task Order Delivery, Responsiveness and Quality Control	4. Weight: 15

Describe the process for receiving requests; identifying and screening resources; developing assumptions, approaches, estimates, and schedules; onboarding and supervising personnel; monitoring quality, progress, and budget; reporting and escalation; replacing personnel; and transferring knowledge. Identify typical response and mobilization timeframes.

5. Pricing	5. Weight: 20

Complete the Pricing Schedule for this Service Area. ARRC will evaluate price separately for this discipline by multiplying each required fully burdened maximum hourly ceiling rate by the evaluation quantity stated on the Pricing Schedule and totaling the extended amounts. The lowest responsive adjusted Total Evaluated Price for this Service Area will receive 20 points; all other responsive Offerors will receive proportional points using the formula in Section E.1.3. Rates submitted for other Service Areas will not affect this score. Lower rates may be offered for individual Task Orders.

SERVICE AREA 3

DATABASE, DATA ENGINEERING, ANALYTICS AND BUSINESS INTELLIGENCE

Offeror: _____

Instructions: Enter one evaluated hourly ceiling rate for every listed classification. Do not leave a required rate blank. ARRC will calculate the extensions and Total Evaluated Price. Rates shall be stated to two decimal places.

Item	Required Labor Classification	Eval. Hours	Fully Burdened Maximum Hourly Ceiling Rate	Extended Evaluated Amount
1	Database Administrator	100	$ _____ / hr	$ _____
2	Data Engineer	100	$ _____ / hr	$ _____
3	Data Architect	100	$ _____ / hr	$ _____
4	BI Developer	100	$ _____ / hr	$ _____
5	Analytics Engineer	100	$ _____ / hr	$ _____
6	Data Analyst	100	$ _____ / hr	$ _____
	TOTAL EVALUATED PRICE - SERVICE AREA 3			**$ _____**

Additional Rate Information (not included in initial price score)

Labor Classification	Alaska Onsite Rate	After-Hours / Overtime Rate	Offshore Rate, if offered	Conditions / Notes

Certification: The undersigned certifies that the rates stated above are fully burdened maximum hourly ceiling rates and comply with the pricing requirements of the RFP.

Authorized Signature: _____ **Date:** _____

Printed Name and Title: _____ **Company:** _____

Service Area 4. Service Desk, Endpoint and End-User Computing

1. Experience and Technical Capability	1. Weight: 20

Offerors shall describe experience providing comparable services and address experience with:

- Level 1 and Level 2 service desk delivery
- endpoint and mobile-device support
- provisioning, deployment, refresh, inventory, and secure disposition
- endpoint configuration, patching, software distribution, and identity support
- field support, surge support, and temporary backfill

Provide at least three comparable engagements completed or substantially performed within the past five years. For each, identify the client and reference, period of performance, approximate value or level of effort, services performed, technologies, Offeror and subcontractor responsibilities, and results or deliverables.

2. Resource Pool	2. Weight: 25

Describe technical specialties, skill levels, certifications, geographic locations, employment/subcontracting model, current availability, scalability, onsite and remote capability, support for short and extended assignments, and capacity for concurrent Task Orders.

3. Representative Personnel	3. Weight: 20

Provide two to four representative resumes, including relevant experience, education, certifications, technical competence, work location, and relationship with the Offeror. Representative roles include: Service Desk Analyst, Desktop Support Technician I and II, Desktop Engineer, and Field Support Technician.

4. Task Order Delivery, Responsiveness and Quality Control	4. Weight: 15

Describe the process for receiving requests; identifying and screening resources; developing assumptions, approaches, estimates, and schedules; onboarding and supervising personnel; monitoring quality, progress, and budget; reporting and escalation; replacing personnel; and transferring knowledge. Identify typical response and mobilization timeframes.

5. Pricing	5. Weight: 20

Complete the Pricing Schedule for this Service Area. ARRC will evaluate price separately for this discipline by multiplying each required fully burdened maximum hourly ceiling rate by the evaluation quantity stated on the Pricing Schedule and totaling the extended amounts. The lowest responsive adjusted Total Evaluated Price for this Service Area will receive 20 points; all other responsive Offerors will receive proportional points using the formula in Section E.1.3. Rates submitted for other Service Areas will not affect this score. Lower rates may be offered for individual Task Orders.

SERVICE AREA 4

SERVICE DESK, ENDPOINT AND END-USER COMPUTING

Offeror: _____

Instructions: Enter one evaluated hourly ceiling rate for every listed classification. Do not leave a required rate blank. ARRC will calculate the extensions and Total Evaluated Price. Rates shall be stated to two decimal places.

Item	Required Labor Classification	Eval. Hours	Fully Burdened Maximum Hourly Ceiling Rate	Extended Evaluated Amount
1	Service Desk Analyst	100	$ _____ / hr	$ _____
2	Desktop Support Technician I	100	$ _____ / hr	$ _____
3	Desktop Support Technician II	100	$ _____ / hr	$ _____
4	Desktop Engineer	100	$ _____ / hr	$ _____
5	Field Support Technician	100	$ _____ / hr	$ _____
TOTAL EVALUATED PRICE - SERVICE AREA 4				**$ _____**

Additional Rate Information (not included in initial price score)

Labor Classification	Alaska Onsite Rate	After-Hours / Overtime Rate	Offshore Rate, if offered	Conditions / Notes

Certification: The undersigned certifies that the rates stated above are fully burdened maximum hourly ceiling rates and comply with the pricing requirements of the RFP.

Authorized Signature: _____ **Date:** _____

Printed Name and Title: _____ **Company:** _____

Service Area 5. Infrastructure, Server, Cloud and Virtualization Services

1. Experience and Technical Capability — **1. Weight: 20**

Offerors shall describe experience providing comparable services and address experience with:

- Windows and Linux server operations
- virtualization, compute, storage, backup, recovery, and disaster recovery
- cloud architecture, migration, governance, operations, and cost optimization
- Active Directory, Microsoft 365, monitoring, automation, and security remediation

Provide at least three comparable engagements completed or substantially performed within the past five years. For each, identify the client and reference, period of performance, approximate value or level of effort, services performed, technologies, Offeror and subcontractor responsibilities, and results or deliverables.

2. Resource Pool — **2. Weight: 25**

Describe technical specialties, skill levels, certifications, geographic locations, employment/subcontracting model, current availability, scalability, onsite and remote capability, support for short and extended assignments, and capacity for concurrent Task Orders.

3. Representative Personnel — **3. Weight: 20**

Provide two to four representative resumes, including relevant experience, education, certifications, technical competence, work location, and relationship with the Offeror. Representative roles include: Systems Administrator, Systems Engineer, Cloud Engineer, Virtualization Engineer, Storage/Backup Engineer, and Infrastructure Architect.

4. Task Order Delivery, Responsiveness and Quality Control — **4. Weight: 15**

Describe the process for receiving requests; identifying and screening resources; developing assumptions, approaches, estimates, and schedules; onboarding and supervising personnel; monitoring quality, progress, and budget; reporting and escalation; replacing personnel; and transferring knowledge. Identify typical response and mobilization timeframes.

5. Pricing — **5. Weight: 20**

Complete the Pricing Schedule for this Service Area. ARRC will evaluate price separately for this discipline by multiplying each required fully burdened maximum hourly ceiling rate by the evaluation quantity stated on the Pricing Schedule and totaling the extended amounts. The lowest responsive adjusted Total Evaluated Price for this Service Area will receive 20 points; all other responsive Offerors will receive proportional points using the formula in Section E.1.3. Rates submitted for other Service Areas will not affect this score. Lower rates may be offered for individual Task Orders.

SERVICE AREA 5
INFRASTRUCTURE, SERVER, CLOUD AND VIRTUALIZATION SERVICES

Offeror: _____

Instructions: Enter one evaluated hourly ceiling rate for every listed classification. Do not leave a required rate blank. ARRC will calculate the extensions and Total Evaluated Price. Rates shall be stated to two decimal places.

Item	Required Labor Classification	Eval. Hours	Fully Burdened Maximum Hourly Ceiling Rate	Extended Evaluated Amount
1	Systems Administrator	100	$ _____ / hr	$ _____
2	Systems Engineer	100	$ _____ / hr	$ _____
3	Cloud Engineer	100	$ _____ / hr	$ _____
4	Virtualization Engineer	100	$ _____ / hr	$ _____
5	Storage/Backup Engineer	100	$ _____ / hr	$ _____
6	Infrastructure Architect	100	$ _____ / hr	$ _____
	TOTAL EVALUATED PRICE - SERVICE AREA 5			**$ _____**

Additional Rate Information (not included in initial price score)

Labor Classification	Alaska Onsite Rate	After-Hours / Overtime Rate	Offshore Rate, if offered	Conditions / Notes

Certification: The undersigned certifies that the rates stated above are fully burdened maximum hourly ceiling rates and comply with the pricing requirements of the RFP.

Authorized Signature: _____ **Date:** _____

Printed Name and Title: _____ **Company:** _____

Service Area 6. IBM i Platform and Development Services

1. Experience and Technical Capability	1. Weight: 20

Offerors shall describe experience providing comparable services and address experience with:

- IBM i administration, upgrade, monitoring, performance, security, backup, recovery, high availability, and disaster recovery
- Db2 for i administration and SQL development
- RPG, RPGLE, free-form RPG, CLLE, maintenance, enhancement, and modernization
- source control, release management, integration, and production support

Provide at least three comparable engagements completed or substantially performed within the past five years. For each, identify the client and reference, period of performance, approximate value or level of effort, services performed, technologies, Offeror and subcontractor responsibilities, and results or deliverables.

2. Resource Pool	2. Weight: 25

Describe technical specialties, skill levels, certifications, geographic locations, employment/subcontracting model, current availability, scalability, onsite and remote capability, support for short and extended assignments, and capacity for concurrent Task Orders.

3. Representative Personnel	3. Weight: 20

Provide two to four representative resumes, including relevant experience, education, certifications, technical competence, work location, and relationship with the Offeror. Representative roles include: IBM i Systems Administrator, IBM i Systems Engineer, Db2 for i Database Specialist, RPG/RPGLE Developer, IBM i Application Analyst, and IBM i Integration Developer/Architect.

4. Task Order Delivery, Responsiveness and Quality Control	4. Weight: 15

Describe the process for receiving requests; identifying and screening resources; developing assumptions, approaches, estimates, and schedules; onboarding and supervising personnel; monitoring quality, progress, and budget; reporting and escalation; replacing personnel; and transferring knowledge. Identify typical response and mobilization timeframes.

5. Pricing	5. Weight: 20

Complete the Pricing Schedule for this Service Area. ARRC will evaluate price separately for this discipline by multiplying each required fully burdened maximum hourly ceiling rate by the evaluation quantity stated on the Pricing Schedule and totaling the extended amounts. The lowest responsive adjusted Total Evaluated Price for this Service Area will receive 20 points; all other responsive Offerors will receive proportional points using the formula in Section E.1.3. Rates submitted for other Service Areas will not affect this score. Lower rates may be offered for individual Task Orders.

SERVICE AREA 6

IBM I PLATFORM AND DEVELOPMENT SERVICES

Offeror: _____

Instructions: Enter one evaluated hourly ceiling rate for every listed classification. Do not leave a required rate blank. ARRC will calculate the extensions and Total Evaluated Price. Rates shall be stated to two decimal places.

Item	Required Labor Classification	Eval. Hours	Fully Burdened Maximum Hourly Ceiling Rate	Extended Evaluated Amount
1	IBM i Systems Administrator	100	$ _____ / hr	$ _____
2	IBM i Systems Engineer	100	$ _____ / hr	$ _____
3	Db2 for i Database Specialist	100	$ _____ / hr	$ _____
4	RPG/RPGLE Developer	100	$ _____ / hr	$ _____
5	IBM i Application Analyst	100	$ _____ / hr	$ _____
6	IBM i Integration Developer/Architect	100	$ _____ / hr	$ _____
TOTAL EVALUATED PRICE - SERVICE AREA 6				**$ _____**

Additional Rate Information (not included in initial price score)

Labor Classification	Alaska Onsite Rate	After-Hours / Overtime Rate	Offshore Rate, if offered	Conditions / Notes

Certification: The undersigned certifies that the rates stated above are fully burdened maximum hourly ceiling rates and comply with the pricing requirements of the RFP.

Authorized Signature: _____ **Date:** _____

Printed Name and Title: _____ **Company:** _____

Service Area 7. Technology Project Management and Technical Business Analysis

1. Experience and Technical Capability	1. Weight: 20

Offerors shall describe experience providing comparable services and address experience with:

- project, program, and portfolio delivery
- scope, schedule, budget, risk, issue, dependency, and change management
- vendor coordination and implementation oversight
- requirements, process mapping, solution evaluation, governance, testing, cutover, adoption, and transition

Provide at least three comparable engagements completed or substantially performed within the past five years. For each, identify the client and reference, period of performance, approximate value or level of effort, services performed, technologies, Offeror and subcontractor responsibilities, and results or deliverables.

2. Resource Pool	2. Weight: 25

Describe technical specialties, skill levels, certifications, geographic locations, employment/subcontracting model, current availability, scalability, onsite and remote capability, support for short and extended assignments, and capacity for concurrent Task Orders.

3. Representative Personnel	3. Weight: 20

Provide two to four representative resumes, including relevant experience, education, certifications, technical competence, work location, and relationship with the Offeror. Representative roles include: Project Manager, Program Manager, Technical Business Analyst, Implementation Manager, Technical Writer, and Change/Adoption Lead.

4. Task Order Delivery, Responsiveness and Quality Control	4. Weight: 15

Describe the process for receiving requests; identifying and screening resources; developing assumptions, approaches, estimates, and schedules; onboarding and supervising personnel; monitoring quality, progress, and budget; reporting and escalation; replacing personnel; and transferring knowledge. Identify typical response and mobilization timeframes.

5. Pricing	5. Weight: 20

Complete the Pricing Schedule for this Service Area. ARRC will evaluate price separately for this discipline by multiplying each required fully burdened maximum hourly ceiling rate by the evaluation quantity stated on the Pricing Schedule and totaling the extended amounts. The lowest responsive adjusted Total Evaluated Price for this Service Area will receive 20 points; all other responsive Offerors will receive proportional points using the formula in Section E.1.3. Rates submitted for other Service Areas will not affect this score. Lower rates may be offered for individual Task Orders.

SERVICE AREA 7

TECHNOLOGY PROJECT MANAGEMENT AND TECHNICAL BUSINESS ANALYSIS

Offeror: _____

Instructions: Enter one evaluated hourly ceiling rate for every listed classification. Do not leave a required rate blank. ARRC will calculate the extensions and Total Evaluated Price. Rates shall be stated to two decimal places.

Item	Required Labor Classification	Eval. Hours	Fully Burdened Maximum Hourly Ceiling Rate	Extended Evaluated Amount
1	Project Manager	100	$ _____ / hr	$ _____
2	Program Manager	100	$ _____ / hr	$ _____
3	Technical Business Analyst	100	$ _____ / hr	$ _____
4	Implementation Manager	100	$ _____ / hr	$ _____
5	Technical Writer	100	$ _____ / hr	$ _____
6	Change/Adoption Lead	100	$ _____ / hr	$ _____
TOTAL EVALUATED PRICE - SERVICE AREA 7				**$ _____**

Additional Rate Information (not included in initial price score)

Labor Classification	Alaska Onsite Rate	After-Hours / Overtime Rate	Offshore Rate, if offered	Conditions / Notes

Certification: The undersigned certifies that the rates stated above are fully burdened maximum hourly ceiling rates and comply with the pricing requirements of the RFP.

Authorized Signature: _____ **Date:** _____

Printed Name and Title: _____ **Company:** _____

Service Area 8. Salesforce Services

1. Experience and Technical Capability	1. Weight: 20

Offerors shall describe experience providing comparable services and address experience with:

- Salesforce strategy, architecture, administration, configuration, Flow, Apex, and Lightning Web Components
- integration, data migration, data quality, security, privacy, and access governance
- DevOps, sandbox strategy, source control, testing, release management, reporting, and platform support

Provide at least three comparable engagements completed or substantially performed within the past five years. For each, identify the client and reference, period of performance, approximate value or level of effort, services performed, technologies, Offeror and subcontractor responsibilities, and results or deliverables.

2. Resource Pool	2. Weight: 25

Describe technical specialties, skill levels, certifications, geographic locations, employment/subcontracting model, current availability, scalability, onsite and remote capability, support for short and extended assignments, and capacity for concurrent Task Orders.

3. Representative Personnel	3. Weight: 20

Provide two to four representative resumes, including relevant experience, education, certifications, technical competence, work location, and relationship with the Offeror. Representative roles include: Salesforce Solution Architect, Salesforce Administrator, Salesforce Developer, Salesforce Business Analyst, Salesforce Integration Architect/Developer, and Salesforce QA/Release Engineer.

4. Task Order Delivery, Responsiveness and Quality Control	4. Weight: 15

Describe the process for receiving requests; identifying and screening resources; developing assumptions, approaches, estimates, and schedules; onboarding and supervising personnel; monitoring quality, progress, and budget; reporting and escalation; replacing personnel; and transferring knowledge. Identify typical response and mobilization timeframes.

5. Pricing	5. Weight: 20

Complete the Pricing Schedule for this Service Area. ARRC will evaluate price separately for this discipline by multiplying each required fully burdened maximum hourly ceiling rate by the evaluation quantity stated on the Pricing Schedule and totaling the extended amounts. The lowest responsive adjusted Total Evaluated Price for this Service Area will receive 20 points; all other responsive Offerors will receive proportional points using the formula in Section E.1.3. Rates submitted for other Service Areas will not affect this score. Lower rates may be offered for individual Task Orders.

SERVICE AREA 8

SALESFORCE SERVICES

Offeror: _____

Instructions: Enter one evaluated hourly ceiling rate for every listed classification. Do not leave a required rate blank. ARRC will calculate the extensions and Total Evaluated Price. Rates shall be stated to two decimal places.

Item	Required Labor Classification	Eval. Hours	Fully Burdened Maximum Hourly Ceiling Rate	Extended Evaluated Amount
1	Salesforce Solution Architect	100	$ _____ / hr	$ _____
2	Salesforce Administrator	100	$ _____ / hr	$ _____
3	Salesforce Developer	100	$ _____ / hr	$ _____
4	Salesforce Business Analyst	100	$ _____ / hr	$ _____
5	Salesforce Integration Architect/Developer	100	$ _____ / hr	$ _____
6	Salesforce QA/Release Engineer	100	$ _____ / hr	$ _____
	TOTAL EVALUATED PRICE - SERVICE AREA 8			**$ _____**

Additional Rate Information (not included in initial price score)

Labor Classification	Alaska Onsite Rate	After-Hours / Overtime Rate	Offshore Rate, if offered	Conditions / Notes

Certification: The undersigned certifies that the rates stated above are fully burdened maximum hourly ceiling rates and comply with the pricing requirements of the RFP.

Authorized Signature: _____ **Date:** _____

Printed Name and Title: _____ **Company:** _____

SECTION E
SELECTION PROCESS

Proposals will be evaluated by an Evaluation Committee. Each Service Area will be evaluated, scored, ranked, and awarded independently. An Offeror that submits a proposal for more than one Service Area will receive a separate evaluation and score for each Service Area proposed.

The evaluation criteria set forth in Section D total 100 points for each Service Area, consisting of 80 technical points and 20 pricing points. Technical criteria will be evaluated by the Evaluation Committee. Pricing points will be calculated by ARRC in accordance with the Pricing Evaluation Method set forth in Section E.1.3.

1. Scoring of Proposals

1.1 Technical Evaluation

Each Evaluator will independently review and assign a numerical score to each technical criterion for the applicable Service Area. Evaluators may award any whole-number score from zero up to the maximum points available for that criterion. Scores shall reflect the extent to which the proposal satisfies the stated criterion, based solely upon the RFP, the proposal, and information properly obtained by ARRC during the evaluation process. The five-point rating method will not be used.

The technical evaluation criteria are:

1. **Experience and Technical Capability - 20 points**
2. **Resource Pool - 25 points**
3. **Representative Personnel - 20 points**
4. **Task Order Delivery, Responsiveness and Quality Control - 15 points**

The maximum technical score available is **80 points** for each Service Area.

1.2 Evaluation Committee Review

After completion of individual evaluations, the Evaluation Committee may meet to discuss the proposals, clarify factual matters, and discuss the application of the evaluation criteria. Evaluators may revise their individual numerical scores following committee discussions; however, each final score must remain within the published point range for the criterion and must be based solely upon the applicable evaluation criteria stated in Section D.

1.3 Pricing Evaluation

Pricing will be evaluated separately for each Service Area (discipline) and is worth a maximum of 20 points. An Offeror proposing for multiple Service Areas will receive a separate pricing evaluation and pricing score for each Service Area proposed.

Discipline-by-Discipline Evaluation. ARRC will evaluate only the rates submitted on the Pricing Schedule for the applicable Service Area: (1) Cybersecurity and Security Program Services; (2) Application Development,

Integration and Business Analysis; (3) Database, Data Engineering, Analytics and Business Intelligence; (4) Service Desk, Endpoint and End-User Computing; (5) Infrastructure, Server, Cloud and Virtualization Services; (6) IBM i Platform and Development Services; (7) Technology Project Management and Technical Business Analysis; and (8) Salesforce Services. Rates submitted for one Service Area will not be combined with or used to evaluate another Service Area.

Total Evaluated Price. For each Service Area, ARRC will multiply each required fully burdened maximum hourly ceiling rate on that Service Area's Pricing Schedule by the evaluation quantity stated on the Pricing Schedule. ARRC will add the resulting extended amounts to determine the Offeror's Total Evaluated Price for that Service Area. If a required rate is omitted, ARRC may determine the proposal nonresponsive for that Service Area or request clarification when permitted by the RFP.

The evaluation quantities are used solely to compare proposals. They do not represent estimated or guaranteed hours, expenditures, staffing levels, work assignments, or Task Order requirements. Contract payment will be based on authorized Task Orders and the approved rates applicable to the work performed.

Alaska Bidder's Preference. For price-evaluation purposes, ARRC will apply any applicable Alaska Bidder's Preference to the Offeror's Total Evaluated Price for each Service Area before identifying the Lowest Responsive Total Evaluated Price and calculating pricing points. The preference is an evaluation adjustment only and will not reduce the Offeror's proposed or awarded hourly rates.

Traditional Proportional Price Scoring. For each Service Area, the responsive Offeror with the lowest adjusted Total Evaluated Price will receive the maximum 20 pricing points. Every other responsive Offeror will receive proportionately fewer points using the following formula:

Pricing Score = (Lowest Responsive Adjusted Total Evaluated Price ÷ Offeror's Adjusted Total Evaluated Price) × 20

Pricing scores will be calculated to two decimal places. The pricing score will be added to the Evaluation Committee's technical score for the same Service Area. No five-point rating or conversion scale will be used for either the technical criteria or price.

1.4 Final Score and Ranking

For each Service Area, the Offeror's technical score and calculated pricing score will be combined to determine the Offeror's Total Evaluation Score, with a maximum possible score of 100 points.

Total Evaluation Score = Technical Score + Pricing Score

ARRC will establish a separate ranking of Offerors for each Service Area based upon the Total Evaluation Score. The Offeror receiving the highest Total Evaluation Score will be ranked first, the next highest will be ranked second, and so forth.

An Offeror's score or ranking in one Service Area will not affect its score or ranking in another Service Area.

2. References and Past Performance

ARRC may verify information contained in a proposal and may investigate an Offeror's and proposed Subcontractor's prior work experience and performance. ARRC may contact references identified in the proposal or other persons with knowledge of relevant prior performance and may review available written performance information.

The Evaluation Committee may consider information relevant to the evaluation criteria, including experience performing comparable services, quality of work, cost control, schedule performance, responsiveness, and successful completion of prior engagements.

If matters of significant concern relevant to the proposed Contract are identified, ARRC may:

2.1 Consider the information as permitted under the applicable evaluation criteria or responsibility determination;

2.2 Request clarification or additional supporting information; or

2.3 Conduct discussions in accordance with Paragraph 3 below.

3. Discussions, Interviews, and Best and Final Offers

ARRC may conduct discussions, interviews, presentations, demonstrations, or clarification requests with responsible Offerors whose proposals are determined to be reasonably susceptible of award.

Discussions may be used to clarify an Offeror's proposal, obtain additional information, address ambiguities or deficiencies, or assure ARRC's full understanding of the Offeror's proposed approach and capabilities.

ARRC may permit or request Offerors participating in discussions to submit a Best and Final Offer (BAFO). If BAFOs are requested, ARRC will identify the information that may be revised and the deadline for submission.

Following discussions and any BAFOs, the Evaluation Committee will complete the final evaluation and establish the final ranking for each applicable Service Area using only the evaluation criteria set forth in Section D.

ARRC reserves the right to make an award based upon initial proposals without conducting discussions, interviews, presentations, demonstrations, or requesting BAFOs.

4. Selection and Contract Award

ARRC will establish a separate selection and ranking for each Service Area. ARRC may make one, multiple, or no awards within a Service Area and may award an Offeror contracts for one or more Service Areas.

Offerors selected for negotiation will be notified by ARRC. If negotiations with a selected Offeror are unsuccessful, ARRC may discontinue negotiations with that Offeror and proceed with another Offeror in the applicable Service Area, reduce the number of awards, cancel the applicable Service Area, or take other action permitted under the RFP.

Upon completion of the selection and negotiation process, ARRC will issue its Notice of Intent to Award in accordance with applicable procurement requirements.

Award of a term contract does not guarantee the issuance of any Task Order, minimum amount of work, minimum expenditure, staffing level, or exclusivity.

SECTION F

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

PART I - INSTRUCTIONS

1. All Bidders/Offerors submitting a Bid/Proposal for federally funded contracts are to complete and submit all Parts of this Questionnaire with their Bid or Proposal. Failure to complete and return this questionnaire, any false statements, or failure to answer question when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. All information must be legible.

2. Please state "not applicable" in questions clearly not applicable to Bidder/Offeror in connection with this solicitation. Do not omit any question.

3. The completed Questionnaire must be sworn to by a partner (if partnership), a duly authorized officer or individual (if a corporation or LLC), or a principal (if a sole proprietorship).

4. The term "Offeror" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".

5. ARRC reserves the right to inquire further with respect to Offeror's responses; and Offeror consents to such further inquiry and agrees to furnish all relevant documents and information as requested by ARRC. Any response to this document prior or subsequent to Offeror's Proposal which is or may be construed as unfavorable to Offeror will not necessarily automatically result in a negative finding on the question of Offeror's responsibility or a decision to terminate the contract if it is awarded to Offeror.

PART II - IDENTITY OF OFFEROR

1. Offeror's Full Legal Name: _____
2. The Offeror represents that it operates as the following form of legal entity: (Check whichever applies and fill in any appropriate blanks.)

- ☐ an individual or sole proprietorship
- ☐ a general partnership
- ☐ a limited partnership
- ☐ a joint venture consisting of: _____ and _____
  (List all joint ventures on a separate sheet if this space is inadequate.)
- ☐ a non-profit organization
- ☐ a corporation organized or incorporated under the laws of the following state or country: _____ on the following date: _____
- ☐ a limited liability company organized under the laws of the following state or country: _____ on the following date: _____

3. Offeror's federal taxpayer identification number: _____

4. Offeror's Alaska business license number: _____

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

6. Offeror's legal address: _____

Telephone Number: (____) _____

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

Name:_____ Title:_____

Address: _____

Telephone Number: (____) _____ Email: _____

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

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

_____

_____

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

YES ☐ NO ☐

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

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

PART III - CONTRACTING HISTORY

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?
YES □ NO □

B. Failed to complete a contract for a public or private entity?
YES □ NO □

C. Been denied a low-bid contract in spite of being the low bidder?
YES □ NO □

D. Had a contract terminated for any reason, including default?
YES □ NO □

E. Had liquidated damages assessed against it during or after completion of a contract?
YES □ NO □

F. Been a defaulter, as principal, surety or otherwise?
YES □ NO □

G. Been denied an award of a public contract based upon a finding by a public agency that your company was not a responsible contractor?
YES □ NO □

H. A public entity requested or required enforcement of any of its rights under a surety agreement on the basis of your company's default or in lieu of declaring your company in default?
YES □ NO □

I. Been denied a performance or payment bond by a surety company?
YES □ NO □

J. Been required to pay back wages and/or penalties for failure to comply with state or federal prevailing wage or overtime laws?
YES □ NO □

4. Does Offeror currently possess the financial, organizational, technical, equipment, facilities, and other resources necessary to supply the goods or services sought by this solicitation? If no, on a separate sheet of paper describe how you intend to obtain the resources necessary to supply the goods or services sought by this solicitation.
YES □ NO □

5. Does Offeror have any present or anticipated commitments and/or contractual obligations that might impact its ability to meet the required delivery or performance requirements of this solicitation? If yes, on a separate sheet of paper describe any apparent conflicts as between the requirements/commitments for this solicitation with respect to the use of Offeror's resources, such as management, technical expertise, financing, facilities, equipment, etc.
YES □ NO □

PART IV-CIVIL ACTIONS

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

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS

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

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

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

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

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

YES □ NO □

PART VI-FINANCIAL

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

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

2. Offeror's Financial Statements may be requested:

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

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

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

PART VII - VERIFICATION AND ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

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

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

_____ _____

Signature of Certifying Individual Date

Subscribed and sworn to before me this _____ day of _____, 20___

_____

Signature of Notary

Notary Public in and for the State of _____

My Commission Expires: _____

NOTICE TO OFFERORS

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

ALASKA RAILROAD CORPORATION
SERVICE BID FORM of

NAME _____

ADDRESS _____

_____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with Request for Proposals No. 26-41-215004, dated October 30, 2026, the Undersigned proposes to furnish the services and perform the work required in accordance with the scope, terms, conditions, and requirements of the RFP and at the rates stated in the applicable Pricing Schedule(s), which are incorporated into and made a part of this proposal.

The Undersigned agrees to execute the resulting Contract within Ten (10) Calendar Days after receiving written notice of award, or within such additional time as may be allowed in writing by the Contracting Officer.

The Undersigned acknowledges that award of a Contract does not guarantee the issuance of any Task Order or any minimum amount of work. Services shall be performed only as authorized through written Task Orders issued under the Contract. The commencement date, period of performance, completion date, scope of services, deliverables, schedule, and not-to-exceed amount for each assignment shall be established in the applicable Task Order. The Contractor shall not commence work or incur billable costs until the applicable Task Order has been executed and, when required, ARRC has issued a written Notice to Proceed.

The Undersigned acknowledges receipt of the following addenda to this Request for Proposals and has incorporated all applicable requirements into its proposal. Identify the number and date of each addendum below.

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

NON-COLLUSION AFFIDAVIT

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

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

_____ _____
Name and Title of Person Signing Signature

_____ _____
Telephone Number Email

SECTION G

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

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

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

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

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

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

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

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

4. Nondiscrimination.

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

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

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

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

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

5. Cancellation/Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. 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:AlaskaAlaska

(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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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