



2024 ARRC RAIL GRINDING SERVICES

INVITATION TO BID #23-68-211385

NOVEMBER 8, 2023

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



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Avenue
Anchorage, AK 99501
Phone 907-265-2593
GOEMERG@AKRR.COM

November 8, 2023

INVITATION TO BID
23-68-211385
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Response Required: This page must be completed and returned ensuring receipt of future addenda or additional information. Please email this to GOEMERG@AKRR.COM All addenda will be forwarded to the contact name and number listed below.

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

Company _____

Address _____

Contact _____

Phone _____

Email _____

www.AlaskaRailroad.com

THIS IS NOT AN ORDER

INVITATION NUMBER: #23-68-211385
DATE OF INVITATION: November 8, 2023

INVITATION TO BID
ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
ANCHORAGE, ALASKA 99501
ATTENTION: Greg Goemer (907) 265-2593
GOEMERG@AKRR.COM

SEALED BIDS WILL BE RECEIVED AT: Alaska Railroad Corporation
327 W. Ship Creek Avenue
Anchorage, Alaska 99501

**UNTIL 3:00 PM LOCAL TIME ON DECEMBER 7, 2023 AT
WHICH TIME BIDS WILL BE PUBLICLY OPENED.**

2024 ARRC RAILGRINDING SERVICES

IMPORTANT

Federal Terms & Conditions: The services to be provided under this contract relate to a project funded in part by federal funds administered by the Federal Transportation Administration (FTA). Federal funds may be used to pay for part or all of the services provided under this contract. Accordingly, Contractor agrees to comply with the applicable Federal Terms and Conditions stated in Appendix F attached hereto.

Return your bid in a sealed envelope on which the Solicitation number and title appears. Bids received by E-Mail transmission will not be considered for award. Bids shall be submitted on the forms furnished herein. Hand-delivered bids, amendments, or withdrawals must be received by ARRC's Contracts Section before the scheduled time of bid opening.

Your bid must be complete. See instructions and conditions enclosed.

ARRC may award a contract resulting from this solicitation to the responsive offeror whose offer conforming to this solicitation will be the most advantageous to the ARRC.

ARRC reserves the right to reject any and all bids, or any part thereof, negotiate changes in bids, accept any bids or any part thereof, waive minor informalities or defects in any bids, and not to award the proposed contract if it is in the best interest of ARRC. Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions for Construction incorporated in this solicitation.

BIDDER/VENDOR TERMS AND CONDITIONS: PROSPECTIVE BIDDERS ARE CAUTIONED TO PAY PARTICULAR ATTENTION TO THIS CLAUSE. Bidder/contractor imposed terms and conditions which conflict with this Invitation to Bid terms and conditions are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive.

If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Invitation to Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation to Bid will prevail.

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

ARRC Disadvantaged Business Enterprise (DBE) Program: ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). The ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation of *4.0% in federal fiscal years 2022-2024* 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 or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



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

ARRC shall not be held responsible for bidder's lack of understanding of what is required by this bid. Should a bidder not understand any aspect of this bid, or require further explanation, or clarification regarding the intent or requirements of this bid, it shall be the responsibility of the bidder to seek guidance from the ARRC.

Please direct all responses and/or questions concerning this invitation to bid to Greg Goemer, Alaska Railroad Corporation, Supply Management, 327 W. Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-2593, email address goemerg@akrr.com. Questions must be submitted in written form prior to December 4th. Questions submitted after that date will not be accepted.

Sincerely,

Greg Goemer
Sr. Contract Administrator
Alaska Railroad Corporation

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APPENDIX A

ALASKA RAILROAD CORPORATION REQUIRED DOCUMENTS

REQUIRED FOR BID Bids may not be considered if the following documents are not completely filled out and submitted at the time of bidding:

1. Cost Schedule - Appendix G
 2. CONTRACTOR RESPONSIBILITY QUESTIONNAIRE
 3. Service Bid Form [Form 395-0129]
 4. Required Contract Provisions for Federal-Aid Contracts (Federal Clauses)
 25. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING - 31 USC 1352; 2 CFR 200.450; 2 CFR 200 App. II(j); 49 CFR Part 20
-

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER The apparent low bidder is required to complete and submit the following documents after receipt of written notification:

1. Contractor's Site Health & Safety Plan
-

REQUIRED FOR AWARD In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. Certificate of Insurance - [from Insurance Carrier]
2. Alaska Business License
3. ARRC Contract - and Notice to Proceed
4. Provide the ARRC with a proposed schedule.

APPENDIX B

SPECIFIC TERMS AND CONDITIONS

Terms and Conditions: Any contract resulting from this Request for Proposals shall incorporate all of the terms and conditions referenced in this solicitation package.

Aggrieved Bidder/Offeror: An aggrieved bidder/offeror may protest an ARRC procurement action by filing a written protest with the procurement officer in accordance with the procedures and time limits specified in ARRC Procurement Rules 1800.1-1800.11.

Incurred Costs: The issuance of a solicitation does not obligate ARRC to pay for any bid/proposal preparation costs incurred by bidders/offerors and does not obligate ARRC to award a contract for supplies/services. All costs incurred as a result of a solicitation or contract negotiations resulting from a solicitation, including travel and personal expenses, are the sole responsibility of the bidder/offeror.

Availability of Funds: ARRC's obligation under any contract is contingent upon the availability of funds to pay for contract purchases. No legal liability on the part of ARRC may arise until funds are made available for a contract and until the Contractor receives written notice of such availability from the procurement officer. Signature by an authorized ARRC representative on the contract award document constitutes written notice of availability of funds.

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

Price: ARRC shall receive the benefit of any general reduction in bidder's/offerors price prior to the delivery of supplies or services and in no event shall ARRC be charged higher prices than bidder's/offerors similar customers who purchase substantially similar supplies or services under substantially similar circumstances. All prices bid shall be exclusive of any federal, state, or local taxes from which ARRC is exempt.

Period of Performance: The contract shall be in effect for five (5) years in duration, with work to be completed on as needed basis. A work week shall consist of six (6) each, eight (10) hour days. The contract work will be performed seasonally under the direction of the Director of Maintenance of Way throughout contract. The first phase of the rail grinding will be done in fall of 2024. Additional phases or seasons will be scheduled base upon availability of the contractor equipment and ARRC funding. It is anticipated there will be two to three seasonal rail grinds during the five year period. Any future price increases beyond the first year shall be determined by index using a change in the “consumer price index”.

Price escalation: Annual escalation for the additional years may be granted upon thirty (30) days notification by vendor to the contract administrator for to the option year exercised. Approval for the price escalation shall only be granted based on the consumer price index for all Urban Consumers, U.S. City Average –All Items (CPI-U) and or historic price/cost data supplied by the vendor that clearly is verifiable and shows a vendor cost that reflect the same gross profit percentage as the base offer herein. Vendor’s profit margin cannot be increased during the term of this agreement for any renewals or extensions granted.

Successful Contractor shall obtain an Alaska Business License, and shall be responsible for keeping it current for the year of the contract working. This is a requirement of the State of Alaska and a requirement for any Contractor working on public projects in the State of AK.

Contractor Liability: The contractor shall be liable for any damage or loss to ARRC property resulting from any act or omission on the part of the Contractor or its agents and/or subcontractor while on or in possession of ARRC property. The basis for evaluation of such damage or loss shall be the cost of repairing such damage or replacing any items that in the opinion of the Contracting Officer is irreparable. In the event of negligence or failure on the part of the Contractor to promptly make such repairs and/or replacements, such costs as may be incurred by ARRC to remedy the loss shall be deducted from any amount due, or to become due, under the contract. The Contractor shall not, however, be liable for loss or destruction of, or damage to ARRC property if such loss or destruction of, or damage to, ARRC property is due to causes resulting from normal and expected operational procedures or from causes beyond the control of and without the fault or negligence of the Contractor or its agents and/or subcontractors.

Character of Workers: The Contractor shall provide a sufficient number of competent, suitable qualified personnel to perform the work as required by the contract documents. The Contractor shall at all times maintain good discipline and order at the work site. ARRC may, in writing, require the Contractor to remove from the work any employee the ARRC deems incompetent, careless, or otherwise detrimental to the progress of the work, but the ARRC shall have no duty to exercise this right.

Safety and Protection: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the site and other persons and organizations who may be affected thereby;
- (2) All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- (3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

In the performance of this contract, the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the ARRC may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor with no change in contract amount, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, or the public enemy or governmental authorities. The Contractor shall designate a responsible safety representative at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the ARRC.

Work Safety on Railroad Property: The safety of personnel, property, rail operations, and the public is of paramount importance in the prosecution of the work pursuant to this contract. As reinforcement and in furtherance of overall safety measures to be observed by Contractor (and not by way of limitation), the following special safety rules shall be followed while working on Alaska Railroad Corporation ("ARRC") property. Further railroad safety information may be obtained from the ARRC Safety Office at 907-265-2515. Safety information is also available on the ARRC website at www.alaskarailroad.com.

In the event Contractor or its subcontractor will be performing activities on or in close proximity to a railroad track, the Contractor shall be responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection ("RWP") regulations (49 CFR 214, Subpart C). Under 49 CFR 214, Subpart C, railroad contractors are responsible for the training of their employees on these regulations. All RWP related Work shall be conducted in strict compliance with the RWP safety standards set forth in 49 CFR 214, Subpart C and the Contractor will be required to submit a Railroad Safety Plan to ARRC to demonstrate compliance with said safety standards prior to beginning any RWP related

Work. Specific information on Railroad Safety Plans may be obtained from the ARRC Safety Office at 907-265-2515.

In the event Contractor will be performing activities on a railroad bridge, the provisions of 49 CFR 214 regarding bridge worker safety shall apply. All bridge related Work shall be conducted in strict compliance with the bridge worker safety standards set forth in 49 CFR 214 and the Contractor will be required to submit a Railroad Safety Plan to ARRC to demonstrate compliance with said safety standards prior to beginning any bridge related Work.

Contractor shall arrange with ARRC to keep itself informed on the time of arrival of all trains and shall stop any of Contractor's or Subcontractor's operations which might be or cause a hazard to the safe passage of the train past the work site from 10 minutes before the expected arrival of the train until it has passed or at any other time as directed by the flagman.

ARRC flag protection is required before any activity can occur on or near a railroad operating facility such as a track, yard, bridge or shop building. For incidental work, such as surveying or inspection, an ARRC qualified flagman will provide a safety briefing prior to the commencement of the Work to discuss how and when protection from train traffic is to be provided. For any activity involving a disturbance or potential disturbance to the track, track embankment, or any railroad facility, ARRC may require a specific Railroad Safety Plan prior to startup. Projects which involve activities which cross the tracks or are longitudinal to the tracks will require a specific Railroad Safety Plan and a one hour ARRC provided training course for Contractor's project supervisors prior to the initiation of Work on ARRC property.

The Contractor shall arrange for ARRC flag protection when performing any work within 20 feet of any track. All work within 20 feet of the track shall cease when a train passes and all Contractor employees shall maintain a distance of at least 20 feet from the track until the train has safely passed. In addition, any work that could come within 20 feet of the track will cease when a train passes. For example, crane or pile driving activities shall stop when trains pass when the maximum boom and suspended load radius can come within 20 feet of the tracks. Pile driving shall not be done when trains are passing the work site. Vehicles and other construction equipment shall not be operated or parked closer than 20 feet from any track without ARRC flag protection.

Track outages require ARRC's prior approval. Prior to a proposed track outage, the Contractor shall submit a closure plan to ARRC for approval. The plan will describe the work to be accomplished, the equipment, manpower and other resources required, and the schedule. Once approved by ARRC, the Contractor shall follow the plan. ARRC reserves the right to assume control of the work to reestablish rail service if the schedule is not met. Contractor shall bear all costs and damages which may result from failure to meet the closure schedule.

Whenever an ARRC flag person is required for performance of the work, he or she will be provided by the ARRC at no expense to the Contractor. A minimum of 48 hours notice is required for ARRC flag protection.

****NOTE****

FRA Drug & Alcohol Testing Compliance. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 219, produce any documentation necessary to establish its compliance with part 219, and permit any authorized representative of the Federal Railroad Administration (FRA), ARRC or its agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 219 and review the testing process.

The Contractor agrees further to submit the annual Management Information System (MIS) reports required by 49 C.F.R. 219.800 covering the previous calendar year to the FRA before March 15. The Contractor agrees further to include this provision in any subcontracts that involve the performance of Roadway Worker services for ARRC.

All contractors and subcontractors providing **Roadway Worker services** for ARRC will be required to register with Avetta, a third-party verification company that ARRC has engaged to verify and track contractor compliance with 49 C.F.R. Part 219 as well as other contractor responsibilities. The cost for each contractor to register will vary based on the services provided, and will be paid by the contractor directly to Avetta.

Resources to assist with registration: Avetta <https://www.avetta.com/>

Avetta team at 800-506-7427

Part 219 questions: ARRC Compliance Manager at 907-265-

Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the ARRC, is obligated to act to prevent threatened damage, injury or loss.

APPENDIX C

SCOPE OF WORK Introduction and Background

The Alaska Railroad Corporation (ARRC) operates approximately 500 miles of track between Seward and Fairbanks, Alaska. The track is maintained up to FRA Class 4 standards. Generally, 6 to 8 freight and passenger trains per day operate over the tracks. These figures change depending on the territory and the time of the year. The current track is a mixture of 115# rail and 141#. Over the past 15 years the ARRC has installed continuous welded rail across the majority of the railroad with approximately 100 miles remaining jointed.

The ARRC intends to grind approximately 500 pass miles, dependent on machine size. Pass mile estimate has been based on an 88 stone grinder with 30 hp grinding motors at a grind speed of 5-8 mph.

Grinder	Pass Miles
88 stone grinder	500
24 stone grinder	2000

Locations: The detailed railbelt-wide-program shall be finalized with the successful Contractor. Contractor may be requested to provide the ARRC with planning assistance. The priority will be to grind rail that is most beneficial to the overall operation of the ARRC. **Curve grinding will be the primary goal of the 2024 grinding phase.**

Timing: The ARRC wants to initiate and complete the rail-grinding program during the fall of 2024-2028 as needed. Grinding shall occur between mid-September and mid-October each year. This grinding schedule not only reduces operational conflict, it also greatly minimizes fire exposure that could be encountered during the summer months.

Methods/Machine Specifications:

A 24 stone machine (30 hp grinding motors) or larger is specified. The proposed self-propelled rail-grinding machine shall be capable of performing in cold weather. Contractor shall work with ARRC to determine what machine will work best for the application intended. It is envisioned that different stone grinders may be better suited for ARRC's intended plan for a specific fall season. For example, an 88 stone machine may be best for one season and a 24 stone would be best for the next season, depending on the availability of equipment and the work being performed.

All equipment shall be equipped with a fire protection system. The Contractor shall provide any flame retardant chemicals [foam concentrate] needed for its fire protection system. Additionally, the Contractor shall provide a hyrail water truck (with crew) to support fire mitigation during grinding activities. The ARRC will provide water.

Contractor is responsible for any replacement stones, and ancillary parts. Contractor will see that the grinding apparatus conforms to the clearance requirements of the ARRC.

Shop Repairs:

Upon Contractor's written request and expense, ARRC will employ its shop facilities, labor and materials, during the progress of the work for making emergency repairs or replacements of any parts of Contractor's equipment. ARRC will invoice Contractor actual cost of direct labor (inclusive of payroll taxes) and material, plus fifteen percent (15%).

Mobilization/Demobilization:

The ARRC will furnish rail barge transportation to and from Seattle, WA. The rail barge sails every 10 days and has a 7-day sailing time. Maximum track length is 380 feet. The rail barge arrives in Whittier, AK. The barge dock is on a twelve-mile branch line at ARRC's MP 62.

Contractor Responsibility:

The Contractor is responsible for providing the ARRC with all special equipment and specially trained personnel needed to perform rail-grinding services.

Contractor shall maintain and keep its equipment in good working order and repair.

Contractor shall comply with all applicable laws, rules or regulations of public authority pertaining to itself, its employees and operations, including those relating to social security and unemployment taxes.

Contractor shall furnish all lodging, meals, and transportation for its employees while engaged in the rail grinding work. All personnel so furnished by Contractor in the performance of its services shall be deemed to remain employees solely of Contractor and shall be subject to its exclusive supervision, direction and control.

Charges: The charges for performance of work shall be based upon operation of the rail grinding apparatus for a minimum working week consisting of six (6) consecutive days, with each working day consisting of a minimum workday of ten (10) hours duration, per day. The working day shall commence when the rail grinding apparatus is called to leave the tie-up point and shall end when the rail grinding apparatus is released upon return to the tie-up point at the conclusion of the day's operations. It is further understood that time elapsed in a single day shall include time for changing stones, however

shall not include non-operating time for taking on supplies or for other reasons for which the ARRC is not responsible.

For time lost because of Contractor's fault, including failure of Contractor's rail grinding equipment when such failure results from any cause within Contractor's control, allowance will be made to the ARRC on the actual minute basis for such time lost. Whenever and wherever possible, such lost time will be made up on the same day or on subsequent days by extending the working hours on such day or days to an extent that will offset the time lost.

For time lost because of ARRC'S fault, there shall be no allowance to ARRC for the time so lost on that day. At the option of the Superintendent of Maintenance or his duly authorized representative, such lost time will be made up on the same day or on subsequent days by extending the working hours on such day or days to an extent that will offset the time lost, in which case, the extra time worked will be charged to the ARRC.

On any day when the rail grinding apparatus does not go to work and is held at the tie-up point for any purpose beyond the reasonable control of either party, no charge shall be made for that day. Should the ARRC need to shut down grinding operation for any reason beyond the reasonable control of either party during the workday the hourly rate multiplied by hours in operations shall prevail for compensation.

Sunday and holiday work shall be performed under mutual agreement between the ARRC and Contractor.

On any day when the rail grinding apparatus is out at work and rail-grinding operations are suspended for the day because of fog, rain or other inclement weather conditions, the time actually worked will be charged on the actual minute basis.

If during the working day it becomes necessary for Contractor's equipment to change locations in the course of the rail grinding operations, such change of location time shall be charged to the ARRC at the prevailing hourly rate.

Storage and Demurrage Charges:

ARRC will assume and discharge all storage and demurrage charges, if any, which may be assessed, or which might otherwise be assessable, against Contractor's rail grinding apparatus and equipment during the course of any rail-grinding program hereunder.

ARRC Provided Items:

The ARRC will provide the following items at no charge to the contractor:

- Track Authority. The ARRC will provide qualified personnel to obtain track authority and to otherwise control track occupancy.

- Fuel for contractor's rail equipment, oil, lubricants and water.

- Piloting of Contractor's equipment together with all parts, materials, and supplies required by Contractor for each rail grinding program, from the delivery point on the line of the ARRC to the location where the rail grinding apparatus shall be put in operation, and the furnishing during all rail grinding operations, of engine service, including train and engine crews

- ARRC crews furnished by ARRC in connection with the performance by Contractor of the rail grinding operations hereunder shall be deemed to remain employees solely of ARRC and shall be subject to its exclusive supervision, direction, and control.

Weather:

Temperatures and other weather conditions vary considerably with the month and location. Typical September-October temperatures range from -10 to +50 north of Cantwell and much warmer south of Cantwell.

The ARRC will be happy to answer any questions about the weather conditions in Alaska.

APPENDIX D

FORMS

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

PART I - INSTRUCTIONS

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

PART II - IDENTITY OF PROPOSER

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

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

6. Proposer's Certificate of Authority number: _____

7. Proposer's legal address: _____

Telephone Number: (____) _____

Fax Number: (____) _____

8. Proposer's local or authorized point of contact address:

Name: _____ Title: _____

Address: _____

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

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

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

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

YES NO If answer is "YES," attach a copy of certification.

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

PART III-CONTRACTING HISTORY

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

YES NO

2. Has the Proposer been awarded any private sector contracts within the last five years for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No." If yes, on a separate sheet of paper provide the name and address of the contracting entity, a brief description of work, the dollar amount at award and at completion, date completed, status of the contract and name, address and telephone number of contact person as to each, beginning

with the most recent. Indicate if Proposer acted as prime contractor or joint venture. Proposers need not provide more than three such descriptions.

YES NO

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

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

PART IV-CIVIL ACTIONS

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS

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

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

YES NO

- B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?
 YES NO
- C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?
 YES NO
- D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?
 YES NO
- E. Non-compliance with the prevailing wage requirements of the State of Alaska or similar laws of any other state?
 YES NO
- F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?
 YES NO
- G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?
 YES NO
- H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?
 YES NO
- I. Do any principals, officers or partners in Proposer's company have any felony charges pending against them that were filed either before, during, or after their employment with the Proposer?
 YES NO

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

- A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?
 YES NO
- B. Been cited and assessed penalties for an OSHA or Alaska/OSHA "serious violation"?
 YES NO
- C. Been cited for a violation of federal, state or local environmental laws or regulations?
 YES NO

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

YES NO

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

YES NO

PART VI-FINANCIAL

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

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

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

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

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

NOTICE TO PROPOSERS

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

**ALASKA RAILROAD CORPORATION
SERVICE BID FORM of**

NAME _____

ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

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

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

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

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

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 Bid.

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

Name and Title of Person Signing

Signature

Telephone Number

E-Mail Address

395-0129 (12/99)

APPENDIX E

GENERAL TERMS AND CONDITIONS (General Service Contracts) (Revised 4/29/08)

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, labor, time, effort or other services furnished by Contractor to ARRC under the contract.

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

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

4. Nondiscrimination.

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

available to employees and applicants for employment, notices setting out the provisions of this paragraph.

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

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

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

5. Cancellation/Termination.

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

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

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

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

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

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

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

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

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

9. 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.

10. Alaska Executive Branch Ethics Act Requirements. No officer or employee of the State of Alaska or of the ARRC and no director of the ARRC or legislator of the state shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could be a violation of Alaska Statute 39.52 et seq. Contractor shall not make or receive any payments, gifts, favors, entertainment, trips, secret commissions, or hidden gratuities for the purpose of securing preferential treatment or action from or to any party. This obligation will apply to the activities of Contractor's employees and agents in their relations with ARRC employees, their families, vendors, subcontractors, and third parties arising from this contract and in accomplishing work hereunder. Certain gratuities may be given or accepted if:

- (1) there is no violation of any law or generally accepted ethical standards;

(2) the gratuity is given as a courtesy for a courtesy received and does not result in any preferential treatment or action;

(3) the gratuity is of limited value (less than \$150) and could not be construed as a bribe, payoff or deal; and

(4) public disclosure would not embarrass ARRC.

ARRC may cancel this contract without penalty or obligation in the event Contractor or its employees violate the provisions of this section.

11. 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 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.

12. 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.

13. 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 quality, accuracy, and completeness all services furnished under this Contract. Contractor shall comply with all applicable federal, state and local laws and ordinances, codes, and regulations in performing its services. If any failure to meet the foregoing standard of performance appears within one (1) year after the services are accepted by ARRC, Contractor shall, at a minimum, reperform the work at no cost to ARRC and shall reimburse ARRC for any additional costs that may be incurred by ARRC or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to reperform the work, or if ARRC determines that

Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, ARRC may correct such unsatisfactory work itself or by the use of third parties and charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

14. 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.

15. 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.

16. 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.

16.1 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.

16.2 Comprehensive (Commercial) General Liability Insurance: Covering all errors, omissions or negligent acts of the Contractor, its subcontractor(s) or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to ARRC. Said policy shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements and shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees. Combined single limits required are per the following schedule:

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

16.3 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. 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.

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

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

20. 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.

21. 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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. ARRC may, in writing, require the Contractor to remove from the work site any employee ARRC deems to be incompetent, careless, or otherwise detrimental to the progress of the work, but ARRC shall have no duty to exercise this right.
31. 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.

32. 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.

33. 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.

34. Remedies. All remedies shall be cumulative. In addition to any other remedies provided in this Agreement, the parties shall have available all other remedies at law or in equity including the remedies of a temporary and permanent injunction and specific performance.

35. Ownership of Deliverables. Unless otherwise expressly and specifically provided in this Contract, all inventions, discoveries, processes, methods, designs, drawings, blueprints, information, software, works of authorship and know-how, or the like, whether or not patentable or copyrightable (collectively, "Intellectual Property"), which Supplier conceives, develops, or begins to develop, either alone or in conjunction with Company or others, with respect to the Work, shall be "work made for hire" and the sole and exclusive property of Company. Upon request, Supplier shall promptly execute all applications, assignments and other documents that Company shall deem necessary to apply for and obtain letters patent of the United States and/or copyright registration for the Intellectual Property and in order to evidence Company's sole ownership thereof. Notwithstanding this Paragraph, if this Contract expressly and specifically provides that Supplier will retain its ownership in the Work governed by such Contract or a portion thereof, then such Work or portion of Work specified will not be deemed "work made for hire," Supplier will retain ownership to its own pre-existing intellectual property rights, and Supplier hereby grants to Company an unlimited, fully-paid, perpetual, irrevocable, transferable license to use such Work or portion of Work.

APPENDIX G

COST SCHEDULE

A bidder's failure to provide the information requested in this Appendix may be cause for rejection of the offer on the offer on the basis of non-responsiveness. Cost shall be based on a work schedule of six consecutive days of ten hours per day. Cost shall be according to the Scope of Work (Appendix C) and all of the requirements outlined in this bid.

For the purposes of this bid, low bid will be based on {(daily charge x 6 days working per week) (number of weeks grinding based on Grinding/Pass Miles) (Your Firm's Pass Mile Rate and Estimated Daily Pass Miles) + (mobilization/Demobilization cost = Low bidder)}. In practicality, the actual contract amount will differ from the low bid amount. Contractors' availability to meet the required schedule may have an effect on the award of a contract. Provide pricing for both options the 88 stone grinder and the 24.

Option 1: 88 Stone Grinder

- 1. Proposed pricing for the project (10 hrs) \$ _____ Daily Charge

- 2. Hourly Rate/greater than an 10 hrs day \$ _____ Hourly Charge

- 3. Estimated Daily Pass Miles _____

- 4. Pass Mile Rate \$ _____

- 5. Mobilization/Demobilization \$ _____

Describe the intended rail grinder

Make _____ Model _____ Year _____

Number of Stones : **88**

Rail Grinding Travel Speed _____

Is it available for work in the fall of 2024 : Yes _____ No _____

If no, what year would it be available for the fall season:

COST SCHEDULE

Option 2 : 24 Stone Grinder

1. Proposed pricing for the project (10 hrs) \$ _____ Daily Charge
2. Hourly Rate/greater than an 10 hrs day \$ _____ Hourly Charge
3. Estimated Daily Pass Miles _____
4. Pass Mile Rate \$ _____
5. Mobilization/Demobilization \$ _____

Describe the intended rail grinder

Make _____ Model _____ Year _____

Number of Stones: **24**

Rail Grinding Travel Speed _____

Is it available for work in the fall of 2024 : Yes _____ No _____

If no, what year would it be available for the fall season:

AWARD CRITERIA: Any contract award resulting from this solicitation shall be made to the low, responsive, responsible bidder(s) that meets the requirements as set forth in the specifications and compliance thereof. The Alaska Railroad Corporation reserves the right to determine that all offered materials will serve the application intended. The bid award is contingent on the availability of Federal Transit Administration and Alaska Railroad Corporation funds. Award will be made in the aggregate by whichever option is deemed by the Contract Administrator to be in the best interest of the ARRC.

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

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

BIDDERS NAME AND ADDRESS

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF ABOVE BIDDER

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-MAIL

