AUTOMATED TRACK INSPECTION SERVICES TO EVALUATE TRACK GEOMETRY

INVITATION TO BID 17-44-206087

DECEMBER 19, 2017

ALASKA RAILROAD CORPORATION
327 WEST SHIP CREEK AVENUE
ANCHORAGE, ALASKA 99501
December 19, 2017

INVITATION TO BID

17-44-206087

AUTOMATED TRACK INSPECTION SERVICES
TO EVALUATE TRACK GEOMETRY

Response Required: This page must be completed and returned to ensure receipt of future addenda or additional information. Please fax this form to (907) 265-2439 or email to BatesT@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.alaskarailroad.com, select Suppliers and then Solicitations. Bidders must acknowledge the receipt of all issued addendums in their proposal/bid submittal.

Company

Address

Contact

Phone  Fax

Email

www.AlaskaRailroad.com
INVITATION TO BID
ALASKA RAILROAD CORPORATION
CONTRACTS SECTION
POST OFFICE BOX 107500
ANCHORAGE, ALASKA 99510-7500
ATTENTION: Tim Bates (907) 265-2355
FAX NUMBER (907) 265-2439
BatesT@akrr.com

SEALED BIDS WILL BE RECEIVED AT:
Alaska Railroad Corporation
Attn. Tim Bates, 2nd Floor
327 W. Ship Creek Avenue
Anchorage, Alaska 99501

UNTIL 3:00 PM LOCAL TIME ON JANUARY 11, 2018 AT
WHICH TIME BIDS WILL BE PUBLICLY OPENED.

AUTOMATED TRACK INSPECTION SERVICES
TO EVALUATE TRACK GEOMETRY

IMPORTANT

A bidder’s failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. Any questions the bidders have must be submitted in writing to the Contract Administrator. The Project Manager cannot and will not answer bidders’ questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

Return your bid in a sealed envelope on which the Solicitation number and title appears. Bids received by facsimile 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 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.

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.

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 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 on federal contracts of 3.875% in FY 2016-2018. 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.

Please direct all responses and/or questions concerning this ITB to Tim Bates, Alaska Railroad Corporation, Contracts, 327 Ship Creek Avenue, Second Floor, Anchorage, AK 99501, telephone number 907-265-2355, fax number 907-265-2439 or at email address BatesT@akrr.com.
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APPENDIX A

Bids must be submitted in the spaces provided on the Cost Schedule of this invitation in accordance with the conditions of bid as stated herein. The bid will not be considered to be complete unless all spaces have been filled in. Consideration for award will be provided to complete bids only. If a bidder wishes to supply additional information, it may be included along with the bid in the sealed bid envelope.

Bidder/contractor imposed terms and conditions which conflict with the terms and conditions of this Invitation to Bid 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.

Bids will not be considered responsive if the following documents are not completely filled out and submitted at the time of the bidding:

1. Cost Schedule: Appendix G
2. Bidders Questionnaire: Appendix D
3. Service Bid Form: Appendix H
APPENDIX B

MINIMUM QUALIFICATIONS/PREFERENCES

MINIMUM QUALIFICATIONS

The track geometry services to be performed through this solicitation are critical to the operation of the ARRC. Any vendor who responds to this solicitation must meet the following minimum qualifications in order to be considered responsive:

1. Holds a current Business license and performs the services required in this bid as part of its core business, and has all of the personnel and equipment to perform the services required in this bid; and

2. Contractor shall have a minimum of three (3) years’ experience performing the work outlined in this bid; and

3. Will be able to provide audited financial statements demonstrating the financial ability to meet the requirements of any order that may result from this bid if asked to do so.

Bids from vendors that do not meet the above qualifications will not be considered.

PREFERENCES

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or 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 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection.

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference and is a qualifying entity as defined herein, they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed $5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public.

In order to receive the Alaska Bidder Preference and/or Alaskan Veteran Preference, the bid must also include a statement certifying that the bidder is eligible to receive said preferences. The application of preferences is for bid evaluation purposes only.
APPENDIX C

SCOPE OF WORK

The Alaska Railroad Corporation (ARRC) is requesting bids from interested firms for Automated Track Inspection services to evaluate the geometry and integrity of ARRC’s track. Successful contractor will provide labor, materials, supervision, and equipment necessary to perform track geometry measurements.

The ARRC anticipates awarding a contract for a two (2) year period with the possibility of three (3) one-year extensions subject to acceptance by both parties.

I. Contractor shall provide the following:

A) Self propelled hi-rail vehicle equipped with automated testing devices (Unit) for track geometry evaluation. The self-propelled hi-rail shall provide real-time track geometry, and track strength measurements and provide strip charts/defect exception reports and electronic copies of each. This will allow ARRC track personnel to make an assessment of track repairs and address flaws in accordance with FRA track safety and track standards. Data provided must be compatible with the ARRCs track maintenance planning software.

B) The Unit shall have the capacity and capability to collect the following data:

1. Track Geometry Measurements
   a) Full measurement of all geometry parameters
      - Track Gauge
      - Horizontal and vertical alignment
      - Left and right surface
      - Cross-level
      - Twist and Warp
   b) Measurements taken in one-foot increments
   c) Defect locations painted in-track (optional)

2. Track Strength Measurements; in accordance with FRA Section 213.110 of the Track Safety Standards that outlines the requirements for GRMS testing.
   a) Assessment of cross-tie and fasteners
   b) Measurements taken in one-foot increments

3. Automated inspection of concrete cross-ties; in accordance with FRA section 213.234 in compliance with section 213.109(D)(4)
   a) Testing procedure for RSD must be a rail cant type test
   b) Measurements taken in less than 5’ increments

4. Rail Profile Measurements
   a) Rail-wear analysis
   b) Measurements taken at user selectable increments

C) Post-Process: Successful Contractor shall provide the ARRC with a detailed post-process Tie Summary Report/Data, Tie Statistics Report/Data, and Rail Profile Report/Data within seven days (7-days) after completion of track geometry evaluation work.
D) Operator(s) shall operate and maintain the Unit equipment in accordance with FRA Track Worker Safety standards.

E) All necessary consumables and spare parts in the operation of the Unit equipment.

F) Commencement of service on or about April 1, 2018.

G) All airfare, meals, lodging, and transportation for the contract operators.

H) Transportation of equipment from origin to FOB Seattle, WA. The ARRC shall be responsible for transportation from Seattle, WA to Anchorage, AK and back to Seattle, WA.

I) Contractor shall work at minimum eight (8) hour work day, six (6) days per week.

II. Alaska Railroad (ARRC) shall provide the following:

A) A suitable work site including flag protection and/or precautions as may be required for the safety of personnel and equipment.

B) One (1) “pilot” or rider qualified in FRA Safety guidelines where applicable.

C) The organization of the work including the furnishing of any additional personnel, equipment and consumables as may be required.

D) Any additional training required by the ARRC.

E) Rail sizes to be tested: Primarily 115 lb and 141 lb rail, with some mixed rail of various sizes.
APPENDIX D

BIDDER’S QUESTIONNAIRE

Note: Failure to provide the information requested in this questionnaire may be cause for rejection of your bid or offer on the grounds of nonresponsiveness and/or nonresponsibility.

Solicitation Number: ___________________________________________________________

Name of Your Business: _______________________________________________________

Street Address: _______________________________________________________________

Mailing Address if Different: ___________________________________________________

City: ___________________ State: __________________ Mailing Zip: ______________

Telephone: ______________ Fax: ___________ E-Mail: _________________________

Date Firm Established: _________________________________________________________

How many years has the business been under the above name? ______________________

Previous business name(s) if any: ________________________________________________

Federal Tax ID Number: _______________________________________________________

Business License Number: _____________________________________________________

Contractor License Number (For Construction): _____________________________________

Bid Acceptance Period _______________ Days. (Bids providing less than thirty-day (30) calendar days for acceptance may be considered nonresponsive and may be rejected.)

Discount for prompt pay __________ % ____________________ days.

Veteran Owned Business ______________ Disabled __________________

The bidder shall list any variations from or exceptions to the Terms, Conditions or Specifications of the Solicitation:

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

List the three most recent contracts performed by your company where the commodity or service requested in this solicitation was the primary commodity or service supplied. Include the client’s name, contract amount, contract date, person to contact regarding performance, their telephone, facsimile number and e-mail.

Clients name, Contact person, Contact info. (telephone, fax, and email) Description of Work and Contract Amount

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________
List any other business related experience:

<table>
<thead>
<tr>
<th>Are you acting as a broker or the primary supplier in this transaction?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Broker</td>
</tr>
<tr>
<td>☐ Primary Supplier</td>
</tr>
</tbody>
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**Business Information (Please check all that apply):**

| ☐ The business is Individual                                   |
| ☐ The business is a Partnership                                 |
| ☐ The business is a Non-Profit                                  |
| ☐ The business is a Joint-Venture                               |
| ☐ The business is a Corporation incorporated under the laws of the State of [______________] |
| ☐ The business is full-time                                     |
| ☐ The business is part-time                                     |
| ☐ The business is not a certified Disadvantaged Business (DBE)  |
| ☐ Business is a certified DBE                                   |
| ☐ DBE was certified by State DOTPF                              |
| ☐ DBE was certified by the Municipality of Anchorage            |
| ☐ Business is an 8(a)/WBE/MBE and is certified by SBA           |
| ☐ Business was certified by [_________________________________] |
| ☐ DBE Certification # is [____________________________________] |

**Firms Annual Gross Receipts:**

| ☐ <$500,000                                                       |
| ☐ $500,000 - $999,999                                            |
| ☐ $1,000,000 - $4,999,999                                       |
| ☐ $5,000,000 - $9,999,999                                       |
| ☐ $10,000,000 - $16,999,999                                     |
| ☐ >$17,000,000                                                   |

Completed by: ______________________________ Title: ______________________________
Signature: ______________________________ Date: ______________________________
APPENDIX E
STANDARD INSTRUCTIONS AND CONDITIONS FOR THE SUBMISSION OF BIDS TO THE ALASKA RAILROAD CORPORATION

1. Method of Bidding

Bids must be submitted in the spaces provided on the bid sheets of this invitation in accordance with the conditions of bid as stated herein. The bid will not be considered to be complete unless all spaces have been filled in. Consideration for award will be provided to complete bids only. If a Bidder wishes to supply additional information, it may be included along with the bid in the sealed bid envelope.

2. Bidder’s 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.

3. Amendments

The ARRC procurement officer will attempt to notify all who are known to have received the solicitation documents if any amendments are issued, but it shall be the bidder’s responsibility to ascertain prior to submitting a bid that he/she has received all amendments issued.

4. Submission of Bids

4.1 Interested vendors shall submit an original and one copy of their bids in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the bidder. Bids must be received by ARRC no later than the local time at the place and on the date set for receipt of bids in the solicitation.

4.2 Any required samples must be submitted within the time specified for receipt of bids. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the ARRC and (2) returned only upon the sender’s request and at their expense.

4.3 ARRC may postpone the date and time announced for receipt of bids. Such postponement may be made at any time prior to the established date and time for receipt of bids by notice and addendum to the solicitation to all known potential bidders.

5. Explanation to Prospective Bidders

Bidders shall promptly notify ARRC of any ambiguity, inconsistency, conflict, or error which they may discover upon examination of the solicitation documents. All inquiries regarding a solicitation shall be directed to the ARRC representative specified in the solicitation. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bid. To facilitate the exchange of information, vendors' questions regarding a solicitation may be communicated by telephone, and then
confirmed in writing. Oral explanations or instructions given before award of the contract will not be binding. Oral explanations or instructions given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if in the opinion of ARRC, such information is deemed necessary to submit bids or if the lack of it would be prejudicial to other prospective bidders.

6. Late Submissions, Modifications, and Withdrawals of Bids/Proposals

6.1 Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless the delay was due to an ARRC error.

6.2 The only acceptable evidence to establish the time of receipt at the ARRC is the time/date stamp of ARRC's Procurement Office on the bid wrapper or other documentary evidence of receipt maintained by ARRC.

6.3 Correction, modification, or withdrawal of bids will be allowed only as stated in ARRC Procurement Rule 1200.8.

7. Preparation of Bids/Proposals

7.1 Bidders are expected to carefully examine the solicitation documents including all drawings, specifications, schedules, terms and conditions, and all instructions. Failure to do so will be at the bidder's risk. Incomplete bids may be rejected as nonresponsive.

7.2 Each bidder shall furnish all information required by the solicitation. An officer or other official of the vendor's company who has legal authority to commit the vendor to the contract proposed must sign the bid. The person signing the bid must initial erasures or other changes.

7.3 Bids for supplies or services other than those specified, or bids conditioned upon receiving award of all or a portion of the contract shall be deemed nonresponsive and shall be rejected unless authorized by the solicitation.

7.4 Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

8. Evaluation of Bids and Contract Award

ARRC shall review and evaluate each submission in accordance with the criteria established in the solicitation and ARRC's Procurement Rules. In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to ARRC that might result from making more than one award (multiple awards).

9. Reservations

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

9.1 ARRC may reject any or all bids, or any part thereof, and may waive technicalities and minor informalities if such action is deemed to be in its best interest. ARRC also may reject the bid of any vendor who has previously failed to perform adequately under a prior contract for furnishing supplies/services to ARRC.

9.2 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 bidders and either award to another bidder or reject all bids.

9.3 ARRC may cancel any contract, if in its opinion the vendor fails at any time to perform adequately, or if there is any attempt to willfully impose goods/services upon ARRC which are,
in ARRC's opinion, of an unacceptable quality. Any action taken pursuant to this latter stipulation shall not affect or impair any rights or claim of ARRC to damages for breach of any covenants of the contract by the vendor.

9.4 If the vendor fails to furnish any item or to complete the required work included in the contract, ARRC may withdraw such items or required work from the operation of the contract without incurring further liability.

9.5 ARRC may accept any item or group of items of a bid unless the bidder qualifies the bid by specific limitation.

9.6 ARRC may make an award on any item or quantities less than the quantity offered, at the unit cost or prices offered, unless the bidder specifies otherwise.

9.7 ARRC may supplement, amend, or otherwise modify or cancel this solicitation with or without substitution of another solicitation.

9.8 ARRC may conduct investigations of the bidders and their bids and request additional evidence or documentation to support the information included in any bid.

10. Aggrieved Bidder

An aggrieved bidder 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.

11. Incurred Costs

The issuance of a solicitation does not obligate ARRC to pay for any bid preparation costs incurred by bidders 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.

12. Availability of Funds

The 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.

13. Public Information

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

14. Price

ARRC shall receive the benefit of any general reduction in bidder's price prior to the delivery of supplies or services and in no event shall ARRC be charged higher prices than bidder's 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.
APPENDIX F
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.

   4.1 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:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Minimum Required Limits</th>
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<tbody>
<tr>
<td>Under $100,000</td>
<td>$ 500,000 per Occurrence/Annual Aggregate</td>
</tr>
<tr>
<td>$100,000-$499,999</td>
<td>$1,000,000 per Occurrence/Annual Aggregate</td>
</tr>
<tr>
<td>$500,000-$999,999</td>
<td>$2,000,000 per Occurrence/Annual Aggregate</td>
</tr>
<tr>
<td>Over $1,000,000</td>
<td>Negotiable-Refer to Risk Management</td>
</tr>
</tbody>
</table>
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 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.

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. Price Escalation: Price escalation shall only be granted upon thirty (30) days notification by vendor to Contract Administrator. Approval for contract price escalation shall only be granted based on the consumer price index (CPI) and/or historic price/cost data supplied by vendor that clearly and convincingly is verifiable and shows a vendor cost that reflects the same gross profit percent as the base offer herein. Vendor's profit margin cannot be increased during the term of this agreement and any renewals/extensions granted.
A bidder’s failure to provide the information requested in this Appendix may be cause for rejection of the offer on the basis of non-responsiveness. Cost shall be according to the Scope of Work (Appendix B) and all of the requirements outlined in this bid.

For the purposes of this bid, low bid will be based on \((\text{daily regular rate} \times 6 \text{ days}) + (\text{mobilization/Demobilization cost}) = \text{Low bidder}\). In all practicality, actual contract amount will differ from the low bid amount. Contractors’ schedule may have an effect on the award of a contract.

Interested bidders shall provide a fully loaded rate in accordance with Appendix B., Scope of Work. A bidder’s failure to provide the information requested in this appendix shall be cause for rejection of the bid on the basis of non-responsiveness. All bids submitted in response to this bid must be signed by an individual with the legal authority to submit the bid on behalf of the company.

The day rate should include the personnel, equipment, and overhead.

Please provide fully loaded rates for Year 1&2 for the following:

1. 8-hour per day regular rate $______________ day rate
2. Per hour overtime rate $______________ hour
3. Flat rate for mobilization roundtrip to Seattle $______________ mob/demob
4. For shipping purposes please fill in the following ________________ Unit’s weight ________________ length ________________ height ________________ width

**Award Criteria:** The Alaska Railroad reserves the right to the low, responsive, responsible bidder by either line item or on configuration basis or by both methods; or to reject any or all bids, to waive any informalities in bids, to reject or accept in whole or in part such bids; whichever may be deemed by the Contract Administrator to be in the best interest of the Alaska Railroad. This bid is contingent on the availability to the ARRC’s funds.
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.

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<th>Bidders Name and Address</th>
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<tr>
<td>Company Name</td>
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End of Cost Schedule
APPENDIX H

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).

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<th>Addenda Number</th>
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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 Facsimile Number