



**FLATCAR THREE PHASE, 480V  
ELECTRIFICATION UPGRADES**

**INVITATION TO BID  
20-19-208190**

**MAY 8, 2020**

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

THIS PAGE INTENTIONALLY LEFT BLANK



**ALASKA RAILROAD CORPORATION**  
327 W. Ship Creek Avenue  
Anchorage, AK 99501  
Phone 907-265-2355  
Fax 907-265-2439  
[BatesT@akrr.com](mailto:BatesT@akrr.com)

May 8, 2020

**INVITATION TO BID  
20-19-208190**

**FLATCAR THREE PHASE, 480V ELECTRIFICATION UPGRADES**

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

Company \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_   
Contact \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

**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](mailto:BatesT@akrr.com).**

[www.AlaskaRailroad.com](http://www.AlaskaRailroad.com)

THIS PAGE INTENTIONALLY LEFT BLANK

**THIS IS NOT AN ORDER      INVITATION TO BID NUMBER: 20-19-208190**  
**DATE OF INVITATION TO BID: May 8, 2020**

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](mailto:BatesT@akrr.com)

## **ALASKA RAILROAD CORPORATION FLATCAR THREE PHASE, 480V ELECTRIFICATION UPGRADES**

EMAILED BIDS WILL BE RECEIVED **UNTIL 3:00 PM LOCAL TIME ON TUESDAY, JUNE 2, 2020** AT WHICH TIME BIDS WILL BE PUBLICLY OPENED:

Alaska Railroad Corporation  
Attn. Tim Bates, 2<sup>nd</sup> Floor  
327 W. Ship Creek Avenue  
Anchorage, Alaska 99501  
[BatesT@akrr.com](mailto:BatesT@akrr.com)

### IMPORTANT

**Pre-Bid Conference and /Site Visit:** A pre-bid conference will be held on May 14, 2020 at 2:00 p.m. local time. Interested bidders will meet at the Alaska Railroad General Office Building (GOB) located at 327 W. Ship Creek, Ave. Anchorage, AK 99501, and we will then proceed into the ARRC Anchorage Yard. While in the ARRC yard, or near ARRC tracks, PPE is required (safety-toe shoes, hi-vis vests & hard-hats). This is not a mandatory meeting, although interested firms are encouraged to participate. A bidder's failure to attend the pre-bid conference 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.

Your bid package (qualifications and bids) must be complete. See instructions and conditions enclosed. Bids shall be submitted on the forms furnished herein. Electronically-delivered bids, amendments, or withdrawals must be received by ARRC's Contracts Section prior to the date and time listed above.

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.

**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 the ARRC.** Any resulting contract from this Invitation to Bid shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this Invitation to Bid.

This Invitation to Bid 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 an offer or for any other incurred cost prior to the execution of a formal contract

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. PROSPECTIVE BIDDERS ARE CAUTIONED TO PAY PARTICULAR ATTENTION TO THIS CLAUSE.

**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 3.00% in FY 2019-2021. 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 ([www.greenstarinc.org](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.

**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](mailto:BatesT@akrr.com).**

Sincerely,

Tim Bates

Tim Bates  
Contract Administrator

## INDEX

APPENDIX A	REQUIRED DOCUMENTS
APPENDIX B	STANDARD INSTRUCTIONS FOR THE SUBMISSION OF BIDS & PROPOSALS TO THE ALASKA RAILROAD CORP.
APPENDIX C	SCOPE OF WORK
APPENDIX D	FORMS
APPENDIX E	GENERAL CONDITIONS (SERVICES)
APPENDIX F	SUPPLEMENTAL CONDITIONS
APPENDIX G	COST SCHEDULE

### ATTACHMENTS:

1. SITE PLAN – OVL TRACKS, (1 Page)
2. FLATCAR 480v ELECTRIFICATION PLANS (13 Pages)

## APPENDIX A

### REQUIRED DOCUMENTS

**REQUIRED FOR PROPOSAL/BID** Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding.

1. Contractor Responsibility Questionnaire - [Form 395-0136]
2. Service Bid Form - [Form 395-0129]
3. Bid Bond - [Form 395-0120]
4. Cost Schedule - Appendix G

---

**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. Payment Bond - [Form 395-0126]
3. Performance Bond - [Form 395-0127]
4. Alaska Business Licenses

---

### **POST AWARD DOCUMENTATION**

1. Electrical Testing Documentation
2. Weld Certifications



## **APPENDIX B**

### **Standard Instructions for the Submission of Bids and Proposals to the Alaska Railroad Corporation**

#### **1 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/offeror's responsibility to ascertain prior to submitting a bid/proposal that he/she has received all amendments issued.

#### **2 Submission of Bids/Proposals**

2.1 Interested vendors shall submit an original and one copy of their bids/proposals 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/offeror. Bids/proposals must be received by ARRC no later than the local time at the place and on the date set for receipt of bids/proposals in the solicitation.

2.2 Any required samples must be submitted within the time specified for receipt of bids/proposals. 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.

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

#### **3 Explanation to Prospective Bidders/Offerors**

Bidders/offerors 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/offeror 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/offerors before the submission of their bid/proposal. 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/offeror concerning a solicitation will be furnished promptly to all other prospective bidders/offerors as an amendment to the solicitation, if in the opinion of ARRC, such information is deemed necessary to submit bids/proposals or if the lack of it would be prejudicial to other prospective bidders/offerors.

#### **4 Late Submissions, Modifications, and Withdrawals of Bids/Proposals**

4.1 Any bid/proposal 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.

4.2 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/proposal wrapper or other documentary evidence of receipt maintained by the ARRC.

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

## **5 Preparation of Bids/Proposals**

5.1 Bidders/offerors 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/offeror's risk. Incomplete bids/proposals may be rejected as nonresponsive.

5.2 Each bidder/offeror shall furnish all information required by the solicitation. The bid/proposal must be signed by an officer or other official of the vendor's company who has legal authority to commit the vendor to the contract proposed. Erasures or other changes must be initialed by the person signing the bid/proposal.

5.3 Bids/proposals for supplies or services other than those specified, or bids/proposals 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.

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

## **6 Evaluation of Bids/Proposals 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/proposals will be evaluated on the basis of advantages and disadvantages to ARRC that might result from making more than one award (multiple awards).

## **7 Reservations**

7.1 ARRC may reject any or all bids/proposals, or any part thereof, and may waive technicalities and minor informalities if such action is deemed to be in its best interest.

7.2 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/offerors and either award to another bidder/offeror or reject all bids/proposals.

7.3 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. ARRC also may reject the bid/proposal of any vendor who has previously failed to perform adequately under a prior contract for furnishing supplies/services to ARRC.

7.4 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.

7.5 ARRC may accept any item or group of items of a bid/proposal unless the bidder/offeror qualifies the bid/proposal by specific limitation.

7.6 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/offeror specifies otherwise.

## **8 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.

## **9 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.

## **10 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.

## **11 Alaska Products and Bidder's Preferences**

Alaska vendors who meet the requirements specified in ARRC Procurement Rule 1200.9(b) will receive an Alaska Bidder's preference as specified in the Rules. Vendors who supply products that meet the requirements specified in ARRC Procurement Rules 1500.1-1500.8 will receive the preferences stated therein.

## **12 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.

## **13 Price**

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

### **SCOPE OF WORK**

Alaska Railroad will be converting 28 articulated flat cars comprised of three platforms each (84 platforms total) into “electrified flats” that will go into KFF (Keep From Freezing) service. Total car length is 160’-5” over strikers. (An articulated flat car is one car with couplers on each end but has three distinct platforms between those ends that articulated on 2 shared common trucks.)

The contractor is to perform all work in accordance with the specifications and drawings. Fourteen of the articulated cars are “dry” and need the full electric system installed. The remaining fourteen articulated cars are “220v” and for these cars all of the current electrical equipment, with possible exception of the conduit, must be removed before installing the new 480VAC 3 phase system.

The work entails wiring the cars with 480VAC 3 phase electric systems to provide power to highway trailers mounted on the railcars. Power is supplied through exterior means and is not part of this work scope. Trailer units (supplied by our customers) typically have 30amp breakers and draw 15-20KW per unit.

It is planned that the contractor will perform all work in accordance with the specifications and drawings. Fourteen of the articulated cars are “dry” and thus needs the equipment installed. Additionally, fourteen of the articulated cars are “220v” and thus all of the current electrical equipment, except for the conduit, must be removed before installing the new 480Vac 3 phase system.

## SPECIFICATIONS

### SECTION 01010 SUMMARY OF WORK

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions and Division 1 – General Requirements apply to Work of this Section.

##### 1.02 DESCRIPTION

- A. Work included:

1. Work required under this contract is more particularly delineated in the Drawings, and includes the providing of all labor, equipment, tools, and materials required to install, three phase 480v power and transformers on 28 freight cars. The freight cars are split between fourteen (14) “dry” freight cars ARR 19116 through 19129 and fourteen (14) “220v” freight cars ARR 19130 through 19144.
2. Freight cars located at Alaska Railroad Ship Creek Railyard, Anchorage, Alaska.
3. The Contract Drawings and Specifications do not purport to describe construction information in absolute and complete detail. In some instances drawings will be diagrammatic and not necessarily to exact scale nor portray exact conditions at any particular locations or situation.
4. It shall be the responsibility of the Contractor to determine conditions and requirements at each particular situation, and provide all items necessary for the completion of the work according to the parameters established by the Contract Documents.
5. Substantial completion, consisting of all work required for fourteen (14) “dry” freight cars ARR 19116 through 19129 under this project shall be completed by **September 4<sup>th</sup>, 2020**. Final completion consisting of all work required for fourteen (14) “220v” freight cars ARR 19130 through ARR 19144 under this project, shall be completed by **October 30<sup>th</sup>, 2020** in addition to all work described by substantial completion.

- B. Language:

The language employed in these specifications is addressed directly to the Contractor. Imperative or indicative language is employed throughout and requirements so expressed are the mandatory responsibility of the Contractor even though the work specified actually may be accomplished by specialty subcontractors hired, retained, or otherwise engaged by the Contractor. References to third parties in this regard, shall not be interpreted in any way as to relieve the Contractor of any of his responsibilities under the Contract.

##### 1.03 CONTRACTOR'S DUTIES

A. General:

1. Except as otherwise specifically noted, provide and pay for labor, materials, tools, machinery, equipment, and all transportation.

1.04 Premises

A. Contractor's access:

The owner will make available space, as reasonable, for the storage and staging of the Contractor's materials and equipment, subject to the following controls.

1. Use of such areas shall be covered by insurance required by the Owner.
2. Storage shall be maintained in a neat and orderly condition at all times, conforming to all fire and safety regulations.
3. Fire lanes and required exit pathways shall be kept free and unobstructed at all times.
4. Do not unreasonably encumber site with materials and equipment.
5. Do not impose loads which might impair the structural integrity of any work already in place.
6. Contractor will need to submit a schedule, biweekly to Alaska Railroad so that switching can be coordinated at least one week in advance. Switching shall be available a minimum of twice per week.
7. Maximum two freight cars shall be available for the contractor at a time.

B. Safety:

1. Hard hats, safety glasses, hi-visibility vest, hearing protection, and steel toed work boots are required on Alaska Railroad.
2. Blue Flag Training: Contractor will be required to perform Blue Flag Protection (protection from moving railcars) and required to coordinate daily, prior to beginning work and placing blue flag protection with Alaska Railroad's Owners Representative.
  - a. Alaska Railroad shall provide Blue Flag Training (approximately two hours) to Contractor's personnel at no cost to contractor.

D. Environmental requirements:

1. Restrict all operations to the areas assigned for storage, staffing and other necessary operations, and do not permit the disturbance of any areas not assigned for approved operations, or shown as limits of construction under this Contract.
2. Employ all means necessary to avoid the accumulation of debris and construction residue, and to avoid the spread of dust and noxious odors.

## 1.05 SUBMITTALS

- A. General: Procedures and requirements for submittals are addressed in General Conditions of the Contract. In addition, comply with specific requirements of the individual sections and as noted herein.
- B. In the absence of specific requirements, submit one electronic copy of submittal data to the Owner's Representative prior to beginning work.
- C. Revise and resubmit submittal data as directed. Identify all changes made since the previous submittal on the submittal literature, and summarize those changes in a cover letter. All costs associated with the review of more than one resubmittal, where additional review is required due to incomplete, inaccurate, or inadequate submittals, are the responsibility of the Contractor.
- D. Personal Certifications: Welding Certifications, and Journeyman Electrician Licensees?

## 1.06 SUBMITTALS FOR REVIEW

- A. Provide submittals for all products and systems described in the Electrical Specifications and shown on the contract drawings to demonstrate compliance with the requirements of the project. Furnish equipment submittals in the manner described elsewhere in these specifications. In addition, include data for review, and organize data as noted below. **NO WORK SHALL BEGIN OR PRODUCTS ORDERED UNTIL SUBMITTALS, SAMPLES AND SHOP DRAWINGS ARE APPROVED.**
- B. Substitutions: Refer to requirements stated in the General Conditions of the Contract and as described in other sections of Division 15.
  - 1. Acceptable Manufacturers: Manufacturer's names, trade names, and model numbers of products, systems, or installations specified in the contract documents are the "Basis of Specification" (also designated as "Design Basis Product" on the contract drawings). Unless noted as "No Substitution", Contractor may submit for consideration a substitution of a manufacturer, product, system, or installation under provisions of the General Conditions of the Contract. If such submittal is made, written certification is required from the Contractor that the substitution meets or exceeds characteristics of the "Basis of Specification" and that changes in work, including but not limited to changes in dimensions, access openings, clearances, tolerances, utility requirements, characteristics, and connections, will not adversely affect the cost, design, function, performance or operation of other components or of the building. Review and/or approval of such substitution will not relieve the Contractor of his responsibilities to perform the work and pay the costs of additional Architectural/Engineering design services and construction costs attributed to the use of the substitution.
- C. Data Required for Review: Mark submittal literature clearly, and include all equipment and material shown and specified in the contract documents. Submittals not organized and prepared as follows **WILL BE RETURNED** for organization, compliance and numbering prior to any detailed review. Indicate the following:

1. Individual tabs numbered by specification section and assembled in sequential order. Include tabs for all specification sections even if some sections will be submitted under separate cover in accordance with the provisions for partial submittals.
  2. Specification reference and/or drawing reference noted on first page of literature for each item submitted.
  3. Manufacturer's name and address, AND supplier's name, address and phone number noted on first page of literature for each item submitted.
  4. Mark out all non-applicable items or "highlight" all applicable items.
  5. Catalog designation or model number.
  6. Rough-in data and dimensions.
  7. Rated capacities.
  8. Operation characteristics.
  9. The terminology "As Specified" means that the item is the same manufacturer, model and size as listed in the specifications and/or as shown on the drawings.
- D. Submit fabrication drawings of any product that is not the standard catalog product of an established manufacturer and is fabricated for or by the Contractor.
- E. Partial Submittals: If other than a complete submittal is made, the Contractor may make partial submittals separated into COMPLETE specification section classifications. Submittals made with items omitted from a given specification section (or sections) are considered piece-meal, and, as such, are not acceptable. Piece-meal submittals WILL BE RETURNED without review.
- F. Partial Resubmittals: As in partial submittals above; if other than a complete resubmittal is made, the Contractor may make partial submittals separated into COMPLETE specification section classifications. Piece-meal re-submittals WILL BE RETURNED without review. Resubmittals shall address all items associated with the original submittal that were noted as requiring further action.
- G. Comments made during the submittal review do not relieve the Contractor from compliance with requirements of the drawings and specifications. Review is only for general conformance with the contract documents. Approval does not constitute acceptance of any material or equipment that does not fulfill the functional or performance characteristics specified. The Contractor is responsible for: correlating and confirming dimensions; choice of fabricating processes and techniques of construction; coordination of his work with other trades; performing the work in a safe and satisfactory manner; and providing a complete and properly operating system.

#### 1.07 TESTS AND INSPECTIONS

- A. Schedule, obtain, and pay all fees and/or services required by local authorities and by these specifications, to test the mechanical systems as specified.



- B. Request for Tests: Notify the Owners Representative a minimum of 24 hours in advance of tests. In the event the Owners Representative does not witness the test, certify in writing that all specified tests have been made.
- C. Deficiencies: Immediately correct all deficiencies that are evidenced during the tests and repeat tests until system is approved. Do not cover or conceal piping, equipment, or other portions of the mechanical installations until satisfactory tests are made and approved.
- D. Operating Tests: Upon request from the Owners Representative, place the entire mechanical installation, and/or any portion thereof, in operation to demonstrate satisfactory operation.
- E. Completion: Upon completion of the mechanical installation, demonstrate to the Owners Representative satisfaction that the systems have been installed in a satisfactory manner in accordance with the plans, specifications, and applicable codes. Demonstrate that strainers are clean, and that all components of all systems are installed and adjusted for proper operation.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS AND EQUIPMENT**

- A. Design:
  - 1. Design is based upon the method, system, or product described, and the Drawings reflect the desired location, configuration, and in some instances, the recommended installation details of the named manufacturer.
- B. Or Equal:
  - 1. Refer to **GENERAL CONDITIONS** section **6.8 SUBSTITUTES OR “OR-EQUAL” ITEMS**.
- C. Minimum quality:
  - 1. In every instance, the quality level shown or specified is intended as the minimum acceptable for the work to be performed or provided.
- D. Conflicting or overlapping requirements:
  - 1. In the event of conflict in or among any of the requirements of this specification or any referenced standards, or where two or more referenced standards or sets of requirements establish differing minimums or levels of quality, the most stringent requirement shall prevail and shall be so enforced, unless specific language in the text (not in the referenced standards) clearly indicates that the less stringent requirement is intended to prevail.
- E. Submittals of material and equipment proposed for incorporation into the Work in accordance with specific requirements of other individual sections of these specifications.

## 2.02 PARTS LIST

Description	Manufactures Part #	Warehouse Part #	Quantity/ Car	Cars	Full Quantity	Provider
ESL 15KVA Step-Down Transformer Portable Unit, 480V-220V	XK-50-240-32-480-220866A	317632	3	28	84	ARRC
ESL, 1-Gang Reefer Assembly, 440/480 VAC, 30A, 50/60 Hz (Plunger Box)	E1-R32-480-30-22SSNDP-SP-220322RN	316945	4	28	112	ARRC
ESL, Pigtail Assembly Convertor, 3Phase, 240V, 50A	0914-XX	317633	3	28	84	ARRC
ESL, 96" 480V Jumpers, Rail Car To Semi Trailer	0905-41	316994	3	28	84	ARRC
Side Hinged Junction Box 20x16x6.75 (NEMA 3R)	A20R166HCR (Hoffman (nVent))		2	28	56	ARRC
Enclosure, Steel, Continuous Hinge with Clamps, 12 x 10 x 8 (NEMA 4)	A12108CHNF (Hoffman (nVent))		2	28	56	ARRC
Top Hinged Junction Box 20x16x6.75			3	28	84	ARRC
Side Hinged Junction Box 6x6x4 (NEMA 3R)	A6R64HCR (Hoffman (nVent))		3	28	84	ARRC
Conduit 3/4" (IMC Galvanized Steel)			45	28	1,260	Contractor
Conduit 3/4" (Flexible Liquid Tight Metal Core)			10	28	280	Contractor
Conduit 2" (IMC Galvanized Steel)			170	14	2,380	Contractor
Wire - Train line 2/0			510	28	14,280	Contractor
Wire - Branch #10/4			215	28	6,020	Contractor
Steel Bracket - 480v Train Complete			2	28	56	Contractor
480v Outlet Housing	MRA-H Rev. H (Cadillac Trainline "480 Series")	054503	4	28	112	ARRC
480v Receptacle Assembly, 48" Length	MRA-1-0048 (Cadillac Trainline "480 Series")	054453	4	28	112	ARRC
Jumper Cable, 72" Head End Power	MPA-2-0072 (Cadillac Trainline "480 Series")	058405	2	28	56	ARRC
Fasteners & Brackets			1	28	28	Contractor
Miscellaneous Parts			1	28	28	Contractor

- A. Conduit and wire quantities are approximate. Contractor is responsible for their own quantity take-offs using the information within the contract document to verify the quantities for their bid.
- B. All Items provided by ARRC will be available at the ARRC Warehouse, 285 Ocean Dock Road.
- C. Manufacturers for ARRC provided material is representative only, items may be from other manufacturers.

## PART 3 EXECUTION

### 3.01 JOB CONDITIONS

- A. Discrepancies: In the event of discrepancy, ambiguity, conflict, interference, or any other unanticipated condition which might impede timely execution of the work, immediately

notify the Owner and do not proceed in questioned areas until resolution or clarification has been obtained.

### 3.02 INSTALLATION

- A. Install all work in complete accordance with the original design, the approved submittals, and all applicable codes and regulations. Perform all work under the direction of qualified supervisors, foremen, or leadmen, and do not permit any phase of the work to be commenced by subcontractors, sub-subcontractors, or other installers without qualified supervisors present to direct their operations.
- B. Do not damage exposed finishes.

### 3.03 WELDING

- A. Contractor needs to be at a minimum qualified in AWS D1.1 or D15.1 for the fillet weld process. Welds will be made under the pre-qualified guidelines of D15.1 Clause 5, Figure 6.2, and table 7.3. Visual inspections will be made by a designated inspector under D15.1 Clause 17 visual inspections.

### 3.04 DEMOLITION, CUTTING AND PATCHING

- A. General: Execution of the work of this contract requires the removal of the existing 220V electrical components and installation, which can be altered or demolished in order to accommodate the new work.
- B. Existing Surface: Where existing surfaces or finishes are disturbed when items or materials are removed or installed, patch surfaces and match with materials of the type and quality equal to or exceeding the existing construction and, as appropriate, to interface with new construction.

### 3.05 ELECTRICAL INSPECTIONS/ CAR ACCEPTANCE

1. Contractor will need to notify Owner's Representative of the completion of 480v electrical system install. Owner's Representative will coordinate with ARRC Journeyman Mechanic to perform the inspection within 24 hours, and will have to be done prior to switching.
2. ARRC Journeyman Mechanic will verify the system is working, in accordance with the following procedure.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

**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 legal address: \_\_\_\_\_  
\_\_\_\_\_
- Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_
7. Proposer's local or authorized point of contract address:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

8. How long has the Proposer been in business? \_\_\_\_\_
9. Has Proposer been in business under another name? If so, identify name and dates used.

10. Does your firm consider itself to be an MBE, WBE or DBE?  
YES  NO  If answer is "YES," attach a copy of certification.

11. Number of employees: \_\_\_\_\_ including \_\_\_\_\_ employees in the State of Alaska.

### PART III-CONTRACTING HISTORY

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

YES  NO

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

YES  NO

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

3. In the past five years has the Proposer been the subject of any of the following actions?
- A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?  
YES  NO
- B. Failed to complete a contract for a public or private entity?  
YES  NO
- C. Been denied a low-bid contract in spite of being the low bidder?  
YES  NO
- D. Had a contract terminated for any reason, including default?  
YES  NO
- E. Had liquidated damages assessed against it during or after completion of a contract?  
YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

#### PART IV-CIVIL ACTIONS

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



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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

#### **PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS**

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

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

## PART VI-FINANCIAL

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

1. Proposer's current Alaska Business License, if required by state law.
2. Proposer's Financial Statements (see specific requirements below):

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.

C. NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, must certify these financial statements.

D. SOLE PROPRIETORSHIPS: Refer to C. If financial statements are not generated, please fill out and sign the Financial Statement form attached hereto. Submit one form for each of the most recent three years.

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

**PART VII -VERIFICATION AND ACKNOWLEDGMENT**

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Certifying Individual Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Notary  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTICE TO PROPOSERS**

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

**Financial Statement**

To be completed by Proposers that do not produce company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years (one sheet per year.)

**ASSETS**

Cash on Hand and in Banks	\$ _____
Account and Notes Receivable	\$ _____
Fixed Assets (net of depreciation)	\$ _____
Other Assets	\$ _____
 Total Assets	 \$ _____

**LIABILITIES**

Accounts Payable	\$ _____
Notes Payable to Banks in next twelve months	\$ _____
Notes Payable to Others	\$ _____
Taxes Payable	\$ _____
 Long Term Liabilities (More than twelve months)	 \$ _____
Other Liabilities	\$ _____
 Total Liabilities	 \$ _____

Net Worth

\$ \_\_\_\_\_

**INCOME FROM OPERATIONS**

Revenue	\$ _____
Interest	\$ _____
Cost of Goods Sold (if appropriate)	\$ _____
 Gross Profit	 \$ _____
 General & Administrative Expenses	 \$ _____
Depreciation	\$ _____
Interest Paid	\$ _____
 Net Gain or Loss	 \$ _____

I hereby certify that the above information is true and accurate to the best of my knowledge and belief. I understand false statements may result in denial of a contract, and possible debarment for a period of five years.

Signature of Owner or Officer	Date Signed

Company Name	For the Year Ended

\_\_\_\_\_  
Federal ID #

**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 Facsimile Number

395-0129 (12/99)

**ALASKA RAILROAD CORPORATION - BID BOND**

**for ITB 20-19-208190** Flatcar Three Phase, 480v Electrification Upgrade

**DATE BOND EXECUTED**

<b>PRINCIPAL (Legal name and business address)</b>	<b>TYPE OF ORGANIZATION</b>  <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION
<b>STATE OF INCORPORATION</b>	

<b>SURETY(IES) (Name and business address)</b>		
A.	B.	C.

<b>PENAL SUM OF BOND</b>	<b>DATE OF BID</b>
--------------------------	--------------------

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the Alaska Railroad Corporation (ARRC), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid or proposal in writing, date as shown above, on the following project: \_\_\_\_\_, in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefore, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he/she is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to ARRC created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

<b>PRINCIPAL</b>				
Signature(s)	1.	2.	3.	Corporate Seal
Name(s) & Titles [Typed]	1.	2.	3.	

<b>CORPORATE SURETY(IES)</b>				
<b>S U R E T Y  A</b>	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	

**CORPORATE SURETY(IES)**

<b>S U R E T Y  B</b>	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	<b>Corporate Seal</b>
	Name(s) & Titles [Typed]	1.	2.	

**CORPORATE SURETY(IES)**

<b>S U R E T Y  C</b>	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	<b>Corporate Seal</b>
	Name(s) & Titles [Typed]	1.	2.	

**INSTRUCTIONS**

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. dba Smith/Jones Builders, a Joint Venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.

Form 395-0120

**ALASKA RAILROAD CORPORATION**

**SUBCONTRACTOR LIST**

[First Tier Subcontractors Only]

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the **Fifth (5<sup>th</sup>) Working Day** after receipt of written notice from the Alaska Railroad Corporation.

Failure to submit this form with all required information by the due date will result in the bidder being declared non-responsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one (1) firm, indicate the portion or percent of work to be done by each.

Check as applicable:  All work on the below-referenced project will be accomplished without subcontracts greater than ½ of 1% of the contract amount.

Or

Subcontractor List is as follows:

FIRM NAME, ADDRESS, TELEPHONE NUMBER	BUSINESS LICENSE NUMBER AND CONTRACTOR'S REGISTRATION NUMBER	SCOPE OF WORK TO BE PERFORMED	TOTAL DOLLAR AMOUNT OF WORK

[CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE]

**I hereby certify that the above-listed licenses and registrations were valid at the time bids were received for this project. For contracts involving Federal-aid funding, Alaska Business License and Contractor Registration will be required prior to award of a subcontract.**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE BY AND FOR THE BIDDER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
PRINTED NAME OF BIDDER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
DATE OF BID

\_\_\_\_\_  
CONTACT PHONE NUMBER

\_\_\_\_\_  
CONTACT FAX NUMBER





**ALASKA RAILROAD CORPORATION  
PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_  
of: \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of: \_\_\_\_\_ as Surety,  
firmly bound and held unto the Alaska Railroad Corporation in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
good and lawful money of the United States of America for the payment whereof, well and truly to be paid  
to the Alaska Railroad Corporation, we bind ourselves, our heirs, successors, executors, administrators,  
and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has entered into a written contract with said Alaska Railroad Corporation,  
on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_,  
for \_\_\_\_\_, said work to be done  
according to the terms of said contract. **ARRC Project: ITB 20-19-208190 Flatcar Three Phase,  
480v Electrification Upgrade.**

**NOW, THEREFORE**, the conditions of the foregoing obligation is such that if the said Principal shall  
comply with all requirements of law and pay, as they become due, all just claims for labor performed and  
materials and supplies furnished upon or for the work under said contract, whether said labor be  
performed and said materials and supplies be furnished under the original contract, any subcontract, or  
any and all duly authorized modifications thereto, then these presents shall become null and void;  
otherwise they shall remain in full force and effect.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Surety: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations:

\_\_\_\_\_  
Alaska Railroad Corporation [Authorized Representative] \_\_\_\_\_ Date

(Instructions on Next Page)

## **INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, telephone number, and point of contact of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be entered in words and in figures.
4. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

**Form 395-0126**

**ALASKA RAILROAD CORPORATION  
PERFORMANCE BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_  
of: \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of: \_\_\_\_\_ as Surety,

firmly bound and held unto the Alaska Railroad Corporation in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Alaska Railroad Corporation, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has entered into a written contract with said Alaska Railroad Corporation, on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,  
for \_\_\_\_\_,

said work to be done according to the terms of said contract. **ARRC Project: ITB 20-19-208190 Flatcar Three Phase, 480v Electrification Upgrade**

**NOW, THEREFORE**, the conditions of the foregoing obligation is such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Alaska Railroad Corporation any sums paid him/her which exceed the final payment determined to be due upon completion of the project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

By: \_\_\_\_\_  
By: \_\_\_\_\_

Surety: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

By: \_\_\_\_\_  
By: \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations:

\_\_\_\_\_  
Alaska Railroad Corporation [Authorized Representative] Date  
(Instructions on Next Page)

## **INSTRUCTIONS**

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, telephone number, and point of contact of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be entered in words and in figures.
4. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

**Form 395-0127**

**ALASKA RAILROAD CORPORATION  
CONSTRUCTION CONTRACT**

**Contract Number: \_\_\_\_\_ OC**

This CONTRACT, between the ALASKA RAILROAD CORPORATION, herein called ARRC, acting by and through its Contracting Officer, and \_\_\_\_\_.

a Corporation, incorporated under the laws of the State of Alaska, its successors and assigns, hereinafter called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

**Billing Information:** Invoices shall be submitted to Accounts Payable, Alaska Railroad Corporation, PO Box 107500, Anchorage, AK 99510-7500. Please reference your contract number on all invoices and correspondence.

**WITNESSETH:** That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by ARRC, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the following project: **ITB 20-19-208190 Flatcar Three Phase, 480v Electrification Upgrade** at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of: **Bid amount \_\_\_\_\_ dollars and /cents (\$\_\_\_\_\_.00)** for the Base Bid and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents (Invitation to Bid, Addenda & Contract) and Contractors Bid are made a part of this Contract and accepted as such, the project being situated between the Alaska Railroad stations of Potter and Girdwood, Alaska.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for shall be allowed by ARRC, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by ARRC. In no event shall ARRC be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by ARRC. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without any such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of ARRC, **October 30, 2020.**

It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of ARRC, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, ARRC shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, ARRC shall have the right to recover liquidated damages as spelled

out in General Conditions, Construction. The bonds given by the Contractor in the sum of: **100% of Bid Amount \$\_\_\_\_\_ Payment Bond, and 100% of Bid Amount \$\_\_\_\_\_ Performance Bond**, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

---

**CONTRACTOR**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

**(Corporate Seal)**

---

**ALASKA RAILROAD CORPORATION**

\_\_\_\_\_  
Contracting Officer (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Print Name

Form 395-0122

## 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 this 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. Period of Performance. The contract shall be for two years. The period of Performance hereunder may be extended by ARRC at its option, by written notice to the contractor within the Period of Performance, provided that ARRC shall give the contractor a preliminary written notice of its intent to extend at least thirty (30) calendar days before the expiration of the Period of Performance. The terms and condition of this contract are subject to renegotiation prior to exercising this option. If the ARRC exercises this option, the extended contract shall be considered to include this option provision. The total duration of the contract including the exercise of any options shall not exceed five (5) years.

## APPENDIX F

### SUPPLEMENTAL CONDITIONS

#### **SC – 01      Contractor Coordination:**

Several contractors may be working for the ARRC within the project area. The selected Contractor for the Project shall cooperate with these other contractors. The other contractors include:

- ARRC and others perform maintenance and construction projects throughout the ARRC tracks each year. Contractor may be required to coordinate activities with nearby projects by others.
- ARRC may have tree clearing contractor personnel on site.
- ARRC will provide Blue Flag Training for contractor; this will effect track protection

#### **SC – 02      Progress Meetings and Reports:**

1. A pre-construction meeting shall occur before commencing any Work. At this pre-construction meeting the Contractor shall submit the project schedule as described in SC-03.
2. There shall be a bi-weekly progress meeting, date and time to be determined, at the Owner's Job Office location or as otherwise agreed upon. Attendance at this meeting by Contractor supervisory personnel is mandatory. Other contractor or sub-contractor personnel may be invited to discuss specific issues. The bi-weekly progress meeting shall begin with input from the Owner stakeholders that are invited. This input will serve as an opportunity to communicate positive and negative work performed. A two week look ahead schedule will be provided in PDF format to ARRC by the Contractor at each meeting.

#### **SC – 03      As-Built (Record) Drawings:**

Contractor will photo-document and provide drawings showing the routing of all cables and noting locations where other cable are encountered. Delivery of these photos and drawings will be coordinated with ARRC to meet ongoing regulatory requirements.

#### **SC – 04      Permit Requirements:**

1. The Contractor shall fully comply with all laws, regulations and permits issued by agencies or the United States and the Owner when working in, over or adjacent to wetlands, tidelands, anadromous fish streams, eagle nests, navigable waters, or coastal waters.
2. The Contractor shall ensure that all work in, over or adjacent to navigable water is conducted so that free navigation of the waterways is not obstructed and that existing navigable depths are not impaired, except as allowed by the U.S. Coast Guard and the U.S. Army Corps of Engineers.

3. All work performed by the Contractor must conform to the various permit conditions and stipulations contained therein. The Contractor is responsible for permits that are required to complete the project that are not acquired by the Owner.
4. Contractor shall provide the Owner with a copy of all Contractor obtained permits prior to performing the work associated with the permit.

**SC – 05      Hazardous Materials Handling:**

Hazardous materials may be encountered on this project. Contractor will provide employees with awareness level training so that they can recognize if hazardous materials are encountered, and what to do if they are.

If hazardous materials are encountered during the course of the work, the Contractor shall notify the ARRC immediately. ARRC and the Contractor shall inform employees and subcontractors of all possible dangers while working around these materials. Contractor may arrange for abatement of hazardous materials at the direction of ARRC on a reimbursable basis.

**SC – 06      Electrical Inspections / Car Acceptance**

1. Contractor will need to notify Owner's Representative of the completion of 480v electrical system install. Owner's Representative will coordinate with ARRC Journeyman Mechanic to perform the inspection within 24 hours, and will have to be done prior to switching.
2. ARRC Journeyman Mechanic will verify the system is working, in accordance with the following procedure.

**END OF SUPPLEMENTAL CONDITIONS**



**APPENDIX H**

**COST SCHEDULE  
Flatcar Three Phase, 480v Electrification Upgrade  
ITB No. 20-19-208190**

COST SCHEDULE: A Bidder's failure to provide the information requested in this Appendix may be cause for rejection of the bid on the basis on non-responsiveness. Cost shall be bid in accordance to all specifications in Appendix C, Scope of Work incorporated in drawings and the drawings, and terms and conditions.

<u>Description</u>	<u>QTY</u>	<u>Unit Cost</u>	<u>Extended Price</u>
"Dry" Cars (ARR 19116-19129)	14ea	\$ _____	\$ _____
"220v" Cars (ARR 19130-19144)	14ea	\$ _____	\$ _____
<b><u>Grand Total Bid</u></b>		\$ _____	<b>Lump Sum</b>

AWARD CRITERIA: A contract award resulting from this Invitation to Bid shall be made to the low, responsive, responsible bidder who meets the requirements as set forth in the plans and specifications and compliance thereof. The successful bidder shall hold unit prices of all additives firm for a period of thirty (30) days from the date of bid opening. Award is contingent on the availability of ARRC 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.

**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  
(Page 2 of 2)

\_\_\_\_\_  
CONTACT FAX NUMBER