



Alaska Railroad Corporation  
327 W. Ship Creek Avenue, Anchorage, AK 99501  
P.O. Box 107500, Anchorage, AK 99510-7500  
Tel: 907.265.2355  
Fax: 907.265.2439  
BatesT@akrr.com

March 17, 2017

**INVITATION TO BID 16-15-77428**  
**RAILBELT FUEL DELIVERY AND SUPPLY**

Response Requested,

This form must be completed and returned to insure receipt of future addenda or additional information. Fax this form to (907) 265-2439 or email to: [BatesT@akrr.com](mailto:BatesT@akrr.com). All addenda will be forwarded to the contact name and number listed below.

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

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email address \_\_\_\_\_

Website: [www.alaskarailroad.com](http://www.alaskarailroad.com)



## INVITATION TO BID (ITB) NUMBER: 16-15-77428

### RAILBELT FUEL DELIVERY AND SUPPLY

THIS IS NOT AN ORDER

DATE ITB ISSUED: MARCH 17, 2017

SEALED BIDS WILL BE RECEIVED AT:

Alaska Railroad Corporation  
Supply Management Department  
327 West Ship Creek Ave.  
Anchorage, Alaska 99501

**SEALED BIDS MUST BE SUBMITTED TO THE ABOVE ADDRESS PRIOR TO 3:00 PM ON APRIL 11, 2017, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

The Alaska Railroad Corporation ("ARRC") is soliciting bids from interested parties to supply fuel and fuel cartage services as specified herein. Interested parties are invited to submit a bid to provide said services to ARRC. Bids must be submitted on the bid forms contained herein and must be mailed or delivered to the above address. Bids received via facsimile transmission will be considered non-responsive. The bid shall be in a sealed envelope with the bid number 16-15-77248 clearly printed on the face of the envelope. Bids must be complete and in U.S. dollars. See instructions and conditions enclosed herein.

**PRE-BID Conference:** A Pre-Bid Conference is scheduled for **March 28, 2017 at 1:30 PM**; the conference will be held at the Alaska Railroad Corporation's third floor Denali Board Room located at 327 W. Ship Creek Avenue, Anchorage, AK 99501. Should your Firm need, a conference call is an option and available at 1-844-565-2500; Meeting ID #773489. 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.

Please direct all responses and/or questions concerning this invitation to bid to Tim Bates, Alaska Railroad Corporation, Supply Management, 327 W. Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-2355, fax number 907-265-2439, or email at [batest@akrr.com](mailto:batest@akrr.com).

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

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

**ARRC Disadvantaged Business Enterprise (DBE) Program:** ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). The ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation on federal contracts of 3.875 % in FY 2016-2018. If this contract is funded in whole or in part by funds from the FTA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



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

Sincerely,

Timothy Bates  
Contract Administrator  
Alaska Railroad Corporation

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## **APPENDIX A**

### **REQUIRED DOCUMENTS**

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

Bidder/contractor imposed terms and conditions which conflict with the terms and conditions of this Invitation to Bid are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive. If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Invitation to Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation to Bid will prevail.

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

1. Cost Schedule: Appendix H
2. Bidders Questionnaire: Appendix D
3. Supply Bid Form: Appendix I

## **APPENDIX B**

### **MINIMUM QUALIFICATIONS/PREFERENCES**

#### **MINIMUM QUALIFICATIONS**

Items to be purchased through this solicitation are important to the operation of the ARRC. Vendors who respond to this solicitation must meet the following minimum qualifications in order to be considered responsive:

1. Be the original manufacturer, or a distributor/dealer that is authorized by the original manufacturer to serve the State of Alaska; and
2. Be able to provide audited financial statements demonstrating the financial ability to meet the requirements of any order that may result from this solicitation if asked to do so.

The ARRC may conduct an inspection of the supplier's facility to include its offices and inventory of the items being solicited prior to contract award. Bids/Proposals from vendors that do not meet the above qualifications will not be considered.

#### **PREFERENCES**

1. **ALASKA BIDDER PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection.

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

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

## **APPENDIX C**

### **SCOPE OF WORK**

The Alaska Railroad has approximately 500 miles of track from Seward to Fairbanks. There are fueling needs that include, but are not limited to, fueling locomotives, equipment, and stationary tanks along the railbelt. Due to the distance covered by this invitation to bid, the Alaska Railroad Corporation will be making multiple awards to cover the distance.

### **BASIS OF DELIVERY AND ORDERING METHOD**

The delivery destination shall be the fuel tank of the ARRC asset(s) called out. All deliveries will be on an "As Needed" or "Keep Full" basis as specified in the bid schedule.

- "As Needed" deliveries shall be made within eight (8) hours of notification. Time is of the essence for such deliveries and it is expected that the contractor exercise their "best efforts" to deliver as soon as possible.
- "Keep Full" means that tanks will be maintained by the Contractor to be not less than 25% full at any time. ARRC will not pay for failed deliveries. See table below for a list of "Keep Full" tank locations.

All deliveries are to be coordinated between the Contractor and the responsible ARRC representative.

All "As Needed" orders will be placed by an ARRC employee authorized to place orders under the terms, conditions, and specifications of the contract.

When placing an order, the ARRC Contact Employee will provide the Contractor with (as a minimum), the following information:

1. A shipping address to the location of the tank(s), drum(s) or equipment to be serviced
2. The type of fuel to be delivered into each tank or vessel
3. A contact name and phone number at delivery location

The Contractor will be required to include the following information on invoices:

1. The quantity and type of fuel put in a tank
2. The location the fuel was delivered to
3. The unit cost of fuel (index + markup)
4. For Keep-full deliveries – descriptive tank info (i.e. "equip tank", size of tank, color of tank, "next to Bldg 29, etc.)
5. For "As Needed" deliveries - The equipment number, name or id (i.e. Locomotive 3001, BR 14, etc.) and the name of the requestor and contact number.

## **“KEEP FULL” FUEL TANK LOCATIONS**

Keep full orders are generally only placed one time. Once placed, it is the contractor's responsibility to ensure the tank is never less than 25% full.

Run-out Penalty: Contractor shall be subject to a \$250.00 run-out penalty each time a tank is permitted to run empty. Upon authorization from the Contract Administrator, the penalty will be deducted from the next invoice paid by the ARRC.

The specific address or locations for the tanks listed above will be provided upon award of a contract.

<b>Location</b>	<b>Size (Gallons)</b>	<b>Fuel Type</b>
Seward Dock	1,000	Heating Oil
Seward Roundhouse	1,000	Heating Oil
Whittier	1,000	ULSD
Portage	3,000	ULSD
Anchorage (Loco Fuel)	74,700 (58,000 max fill)	ULSD
Anchorage (Barrel Farm)	2,000	ULSD
Anchorage (TOFC)	800	ULSD
Birchwood	1,000	ULSD (as-needed)
Talkeetna	1,000	ULSD
Hurricane (Section House)	1,000	Heating Oil
Hurricane	1,000	Gasoline
Hurricane	3,000	ULSD
Hurricane (Power Connex)	5,000	ULSD
Hurricane (Switch Heaters)	2 X 4000	Heating Oil
Hurricane crossing	500	ULSD
Cantwell (Section House)	500	Heating Oil
Cantwell	1,000	ULSD
South Denali	500	ULSD
Healy	500	Heating Oil
Healy (Equipment)	1,000	ULSD
Nenana	500	Heating Oil
Fairbanks	1,000	ULSD
Fairbanks (Ops Center)	1,000	Heating Oil

The specific address or locations for the tanks listed above will be provided upon award of a contract.

## **LOCOMOTIVE FUELING**

Fueling locomotives will be on an “As Needed” basis. Contractor shall obtain fuel from Tesoro and deliver the fuel into the ARRC locomotive, the ARRC shall be charged for cartage only. Tesoro will charge ARRC directly for the fuel obtained by the contractor. Locomotive fueling will take place in the Anchorage, Birchwood, Portage and Fairbanks locations only.



NOTE: Some remote locomotive fueling will be required; however, this fuel will be supplied by the contractor, not by Tesoro.

#### **TYPES OF FUEL TO BE PURCHASED UNDER THIS ITB**

Ultra-Low Sulfur Diesel Fuel #1:

Grade #1 Ultra-Low Sulfur Diesel Fuel oils offered for this ITB shall conform to the American Society for Testing and Materials standard specifications for Ultra-Low Sulfur Diesel Fuel oils.

Ultra-Low Sulfur Diesel Fuel #2:

Grade #2 Ultra-Low Sulfur Diesel Fuel oils offered for this ITB shall conform to the American Society for Testing and Materials standard specifications for Ultra-Low Sulfur Diesel Fuel oils.

Heating Oil:

Heating Oil offered for this ITB shall conform to the American Society for Testing and Materials standard specifications for Fuel oils.

Unleaded Gasoline, 87 Octane:

Unleaded Gasoline offered for this ITB shall conform to the American Society for Testing and Materials standard specifications for 87 Octane Unleaded Gasoline.

## APPENDIX D

### BIDDER'S QUESTIONNAIRE

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

Solicitation Number: \_\_\_\_\_

Name of Your Business: \_\_\_\_\_

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

Mailing Address if Different: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Mailing Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Date Firm Established: \_\_\_\_\_

How many years has the business been under the above name? \_\_\_\_\_

Previous business name(s) if any: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

Contractor License Number (For Construction): \_\_\_\_\_

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

Discount for prompt pay \_\_\_\_\_ % \_\_\_\_\_ days.

Veteran Owned Business \_\_\_\_\_ Disabled \_\_\_\_\_

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

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

Clients name, Contact person, Contact info. (telephone, fax, and email)	Description of Work and Contract Amount
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<u>List any other business related experience:</u>	

Are you acting as a broker or the primary supplier in this transaction?

- ☐ Broker  
☐ Primary Supplier

Business Information (Please check all that apply):

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

Firms Annual Gross Receipts:

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

Completed by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## **APPENDIX E**

### **STANDARD INSTRUCTIONS AND CONDITIONS FOR THE SUBMISSION OF BIDS TO THE ALASKA RAILROAD CORPORATION**

#### **1. Method of Bidding**

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

#### **2. Bidder's Terms and Conditions: Prospective bidders are cautioned to pay particular attention to this clause.**

Bidder/Contractor imposed terms and conditions which conflict with this Invitation to Bid terms and conditions are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive.

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

#### **3. Amendments**

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

#### **4. Submission of Bids**

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

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

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

#### **5. Explanation to Prospective Bidders**

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

binding. Oral explanations or instructions given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if in the opinion of ARRC, such information is deemed necessary to submit bids or if the lack of it would be prejudicial to other prospective bidders

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

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

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

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

## **7. Preparation of Bids/Proposals**

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

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

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

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

## **8. Evaluation of Bids and Contract Award**

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

## **9. Reservations**

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

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

9.2 If an award is made and, prior to entering into a contract, subsequent information indicates that such award was not in the best interest of ARRC, ARRC may rescind the award without prior notice to bidders and either award to another bidder or reject all bids.

9.3 ARRC may cancel any contract, if in its opinion the vendor fails at any time to perform adequately, or if

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

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

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

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

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

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

## **10. Aggrieved Bidder**

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

## **11. Incurred Costs**

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

## **12. Availability of Funds**

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

## **13. Public Information**

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

## **14. Price**

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

## APPENDIX F

### GENERAL TERMS AND CONDITIONS (Supply Contracts) (Revised 4/17/08)

**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.

"Vendor" shall mean the person or entity entering into the contract to provide the supplies 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.

"Supplies" shall mean the equipment, goods, materials or other items to be provided by Vendor to ARRC under the contract.

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

3. Claims. Any claim by Vendor for additional compensation or equitable adjustment arising under this contract which is not disposed of by mutual agreement must be made by Vendor 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 Vendor 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 Vendor 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 Vendor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Vendor 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 Vendor 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 Vendor'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, Vendor shall be entitled to receive payment in accordance with the payment provisions of this contract for supplies delivered to ARRC and, as to work in progress prior to receipt of notice, ARRC shall pay Vendor only for direct expenditures on work specifically identified to this contract. Vendor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided. However, in no event shall ARRC be liable for incidental, consequential, or punitive damages, overhead or other direct or indirect costs, or lost profits. Payments made under this contract shall not exceed the aggregate price specified in this contract.

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

(1) The Vendor 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 Vendor 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 Vendor's expected performance and Vendor 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) Vendor 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, Vendor shall immediately discontinue all work and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise. In the event of termination for default, Vendor shall be liable for any damage to



ARRC resulting from the Vendor's nonperformance. 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 Vendor 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. No such approval shall relieve Vendor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Vendor'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.

8. Payment of Taxes. As a condition of performance of this contract, the Vendor shall pay all federal, state, and local taxes incurred by the Vendor 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. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions which could be a violation of Alaska Statute 39.52 et seq. Vendor 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 Vendor'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 Vendor or its employees violate the provisions of this section.

11. Covenant Against Contingent Fees. Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, 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.

12. Warranty. Vendor warrants that the equipment, goods, materials or other supplies sold to ARRC under this contract: (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. Vendor 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.

13. Indemnification. The Vendor shall indemnify, save harmless and defend ARRC, its officers, agents and employees from all liability of any nature or kind, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, product defect, negligent or wrongful acts of the Vendor, its subcontractors or anyone directly or indirectly employed by them in the performance of this contract, provided that Vendor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of ARRC.

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

15. 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.

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

17. 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.

18. 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.

19. Conflict of Interest. Vendor 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 Vendor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.
20. Publicity. Vendor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and other supplies furnished under this contract without the prior written consent of the ARRC.
21. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Vendor in accordance with the provisions of ARRC Procurement Rule 1600.10.
22. Internal Controls and Record Keeping. Vendor 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.
23. Force Majeure. Neither ARRC nor Vendor 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 equal or disequal 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.
24. Set Off. If ARRC has any claim against the Vendor 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.
25. Observance of Rules. The Vendor's personnel performing work hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work.
26. 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.
27. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Vendor 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 Vendor.
28. Invalid Provision. The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects as if such invalid or enforceable provisions were omitted.
29. Packing, Marking and Shipping All supplies shall be properly packaged to prevent damage or deterioration and to obtain the lowest transportation rates. ARRC will pay no charge for preparation, crating, dunnage or other materials unless separately stated in this contract. Each packing slip, bill of lading, invoice,

container, tag and correspondence shall bear the applicable contract number and the location to which the supplies are to be shipped. A waterproof Master Packing Slip shall accompany each shipment and shall be included in one of the packages marked "Packing Slip Inside" or in the case of a carload shipment, be conspicuously displayed on the inside of the freight car. The original Bill of Lading shall be mailed to the attention of ARRC Supply Management Department on date of shipment.

30. Improper Delivery. If for any reason the Contractor fails to make timely delivery, ARRC may, at its option, approve a revised delivery schedule, request shipment via air or expedited routing (at Contractor's expense) or terminate this contract without any liability. Contractor will not, however, be liable for damages resulting from delays in delivery due to causes beyond Contractor's reasonable control, provided Contractor promptly notifies ARRC in writing of any such delay or expected delay as soon as such delay or expected delay becomes or should have become apparent. The remedies provided in this paragraph shall be cumulative and in addition to any other or further remedies ARRC may have.

31. Shipping Release. The Contractor shall not ship any of the supplies covered by this contract, unless specific delivery dates or written instructions are furnished to Contractor by ARRC. ARRC shall have no responsibility for supplies for which delivery dates or other written instructions have not been provided. Shipments in excess of those authorized may be returned to Contractor and Contractor shall pay ARRC for all expenses incurred in connection with such shipments. ARRC may change or temporarily suspend shipping schedules specified in this contract or written instructions.

32. Inspection/Rejection. Notwithstanding prior shipment, all supplies are subject to inspection and acceptance by ARRC within a reasonable time after they arrive at destination. ARRC shall notify Contractor if any supplies are rejected for any reason or if there are shortages. At ARRC's election, rejected supplies may be held for Contractor's account or returned to Contractor at Contractor's risk and expense. No replacement or correction of defective or nonconforming supplies shall be made by Contractor without written authorization from ARRC. Contractor shall promptly ship any shortages after notification of the same by ARRC.

33. Compliance with Laws and Regulations. Contractor agrees that in the performance of this contract it will comply with the requirements of all applicable Federal, State and local statutes, regulations and orders and will indemnify and save ARRC harmless from any claim, loss or damage arising from Contractor's violation or alleged violation of them.

34. Reduction in Contractor's Cost Any reduction in Contractor's costs resulting from a reduction in freight rates, custom duties, import taxes, excise taxes and/or sales taxes from those in force on the date of the contract is to be paid to ARRC by Contractor in reduction of the price of the ordered supplies.

35. Payments. Payments for supplies furnished under this contract will be due thirty (30) days after the later of (1) receipt of the supplies established in the contract, (2) receipt of proper billing for such supplies, and (3) receipt of all documents required by this contract. ARRC shall not be liable for interest charges on late payments.

## **APPENDIX G SPECIFIC TERMS AND CONDITIONS**

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

**Alaska Railroad Corporation Rights in Regards to Bid:** The Alaska Railroad Corporation reserves the right to reject any of all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.

**Bidder's Terms and Conditions: Prospective bidders are cautioned to pay particular attention to this clause.** Bidder/contractor imposed terms and conditions which conflict with this Invitation to Bid terms and conditions are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive.

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

**Assignment:** The agreement to be established as a result of this solicitation shall not be assigned by the contractor in whole or in part without the express written consent of the Alaska Railroad Corporation, nor shall the contractor have the right to authorize or permit the use of the Alaska Railroad Corporation's equipment or service facilities by third parties without the express written consent of the Alaska Railroad Corporation.

**Term:** Term of a contract will be in effect for one year with the Alaska Railroad Corporation's option to renew for four additional one year terms.

**Hold Harmless:** The contractor shall indemnify the Alaska Railroad Corporation against liability and hold it harmless from loss in respect to any and all claims and demands whatsoever rising out of the performance of this agreement, save and except the contractor shall not be liable for acts of negligence of Alaska Railroad Corporation employees acting within the scope of their employment. The Alaska Railroad Corporation shall not be liable for any costs incurred by the bidder in bid preparation.

**F.O.B. Point:** Regardless of other FOB points and/or freight terms cited and/or referenced elsewhere herein, all deliveries pursuant to this contract shall be FOB destination.

**Price Escalation:**

Price escalation shall only be granted upon sixty (60) days notification by vendor to Contract Administrator. Approval for contract price escalation shall only be granted based on Consumer Price Index (CPI) or historic price/cost data supplied by vendor that clearly and convincingly is verifiable and shows a vendor cost that reflects the same gross profit percent as the base offer herein. Vendor's profit margin cannot be increased during the term of this agreement and any renewals/extensions granted.

**Performance Assurances:** Before final award of any contract as a result of this solicitation, awarded

vendor will be required to make adequate assurance of performance in the form of verifiable information to the contract officer. Failure to make adequate assurance shall by signature of this bid render the vendor's bid non-responsive to this Invitation.

**Note:** Each bidder shall indicate compliance or exception to each specification item individually in the bid response.

## APPENDIX H

### COST SCHEDULE

A bidder's failure to provide the information requested in this appendix will be cause for rejection of the offer on the basis of non-responsiveness.

#### LOCOMOTIVE FUEL – Cartage Only

Note – The cartage services contract may also be used to fill large equipment tanks, but the minimum delivery quantities will remain the same.

Bids will be evaluated on the per gallon delivery fee. This fee must include all of the vendor's fixed and variable costs such as overhead, handling, delivery costs, fees, profit, etc.

##### Location: Anchorage - "Keep Full" (Bulk Tank – 58,000gal max fill)

- Cartage fee per gallon: \$ \_\_\_\_\_/gal

##### Location: Anchorage - "As Needed"

- Cartage fee per gallon: \$ \_\_\_\_\_/gal
- Minimum delivery quantity: 1,500 gal
- Less than minimum delivery quantity fee: \$ \_\_\_\_\_/ea
- Normal business hours: \_\_\_\_\_
- After normal business hours and holiday one-time callout charge: \$ \_\_\_\_\_/ea

##### Location: Birchwood - "As Needed"

- Cartage fee per gallon: \$ \_\_\_\_\_/gal
- Minimum delivery quantity: 1,500 gal
- Less than minimum delivery quantity fee: \$ \_\_\_\_\_/ea
- Normal business hours: \_\_\_\_\_
- After normal business hours and holiday one-time callout charge: \$ \_\_\_\_\_/ea

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Location: Portage - "As Needed"

- Cartage fee per gallon: \$\_\_\_\_\_/gal
- Minimum delivery quantity: 1,500 gal
- Less than minimum delivery quantity fee: \$\_\_\_\_\_/ea
- Normal business hours: \_\_\_\_\_
- After normal business hours and holiday one-time callout charge: \$\_\_\_\_\_/ea

Location: Fairbanks – "As Needed"

- Cartage fee per gallon: \$\_\_\_\_\_/gal
- Minimum delivery quantity: 500 gal
- Less than minimum delivery quantity fee: \$\_\_\_\_\_/ea
- Normal business hours: \_\_\_\_\_
- After normal business hours and holiday one-time callout charge: \$\_\_\_\_\_/ea

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## FUEL SALES AND DELIVERY – As Needed and Keep Full tanks

“As Needed” fueling can be requested for heavy equipment, track equipment or locomotives. ARRC will purchase this fuel from the Contractor. As needed deliveries shall be made within eight (8) hours of notification. Time is of the essence for such deliveries and it is expected that the contractor exercise their “best efforts” to deliver as soon as possible.

“Keep Full” fueling is required for the ground fuel tanks and means that tanks will be maintained by the Contractor to be not less than 25% full at any time. ARRC will purchase this fuel from the Contractor.

Bids will be evaluated on the per gallon mark-up. Please complete all required fields and indicate “No Bid” for products and/or locations you do not wish to service.

The “Per Gallon Markup” is the premium the vendor will apply to either the Anchorage or Fairbanks published OPIS DAILY GROSS RACK AVERAGE index for \$US/gallon. Bidder’s need to indicate which index, Anchorage or Fairbanks, their markup will be based on. This markup must include all of the vendor’s fixed and variable costs such as overhead, handling, delivery costs, fees, profit, etc.,

<u>OPIS Price Locations and Evaluation Prices</u>	<u>Anchorage</u>	<u>Fairbanks</u>
Heating Oil	\$1.8600	\$1.8700
ULSD	\$2.1450	\$2.3067
Unleaded	\$2.2384	\$2.5450

\*OPIS Evaluation Prices are from March 16, 2017 OPIS Closing Benchmark

### Location: Seward

- Keep Full Tanks

<u>Type of Fuel and tank size:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
Heating Oil 2 x 1,000gal:	\$_____	_____

- As Needed Fueling (may include locomotive wet-hosing)

<u>Type of Fuel:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2:	\$_____	_____

Minimum delivery quantity (if any): \_\_\_\_\_

Less than minimum delivery quantity fee (if any): \$\_\_\_\_\_/ea

Normal business hours: \_\_\_\_\_

After normal business hours and holiday callout one-time charge: \$\_\_\_\_\_/ea

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**Location: Portage**

- Keep Full Tanks

<u>Type of Fuel and tank size:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2 3,000gal:	\$_____	_____

- As Needed Fueling

<u>Type of Fuel:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2:	\$_____	_____

Minimum delivery quantity (if any): \_\_\_\_\_

Less than minimum delivery quantity fee (if any): \$\_\_\_\_\_/ea

Normal business hours: \_\_\_\_\_

After normal business hours and holiday callout one-time charge: \$\_\_\_\_\_/ea

**Location: Whittier**

- Keep Full Tanks

<u>Type of Fuel and tank size:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2 1,000gal:	\$_____	_____

- As Needed Fueling (may include locomotive wet-hosing)

<u>Type of Fuel:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2:	\$_____	_____

Minimum delivery quantity (if any): \_\_\_\_\_

Less than minimum delivery quantity fee (if any): \$\_\_\_\_\_/ea

Normal business hours: \_\_\_\_\_

After normal business hours and holiday callout one-time charge: \$\_\_\_\_\_/ea

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**Location: Anchorage**

- Keep Full Tanks

<u>Type of Fuel and tank size:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2 1 x 800gal, 1 x 2,000gal:	\$_____	_____

- As Needed Fueling

<u>Type of Fuel:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2:	\$_____	_____

Minimum delivery quantity (if any): \_\_\_\_\_

Less than minimum delivery quantity fee (if any): \$\_\_\_\_\_/ea

Normal business hours:\_\_\_\_\_

After normal business hours and holiday callout one-time charge: \$\_\_\_\_\_/ea

**Location: Birchwood**

- As Needed Fueling

<u>Type of Fuel and tank size:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2:	\$_____	_____

Minimum delivery quantity (if any): \_\_\_\_\_

Less than minimum delivery quantity fee (if any): \$\_\_\_\_\_/ea

Normal business hours:\_\_\_\_\_

After normal business hours and holiday callout one-time charge: \$\_\_\_\_\_/ea

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**Location: Wasilla/Willow/Houston/Matanuska/Palmer Branch**

- As Needed Fueling (may include locomotive wet-hosing)

<u>Type of Fuel and tank size:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
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ULSD #1/#2:	\$_____	_____
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Minimum delivery quantity (if any): \_\_\_\_\_

Less than minimum delivery quantity fee (if any): \$\_\_\_\_\_/ea

Normal business hours:\_\_\_\_\_

After normal business hours and holiday callout one-time charge: \$\_\_\_\_\_/ea

**Location: Talkeetna**

- Keep Full Tanks

<u>Type of Fuel and tank size:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
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ULSD #1/#2 1,000gal:	\$_____	_____
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- As Needed Fueling (may include locomotive wet-hosing)

<u>Type of Fuel:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
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Heating Oil:	\$_____	_____
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ULSD #1/#2:	\$_____	_____
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Minimum delivery quantity (if any): \_\_\_\_\_

Less than minimum delivery quantity fee (if any): \$\_\_\_\_\_/ea

Normal business hours:\_\_\_\_\_

After normal business hours and holiday callout one-time charge: \$\_\_\_\_\_/ea

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**Location: Hurricane/Hurricane Crossing**

- Keep Full Tanks

<u>Type of Fuel and tank size:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2: 1 x 3,000gal, 1 x 5,000gal, 1 x 500 gal	\$_____	_____
Heating Oil 1,000gal, 2 x 4,000gal:	\$_____	_____
Gasoline 1,000gal:	\$_____	_____

- As Needed Fueling (may include locomotive wet-hosing)

<u>Type of Fuel:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
Heating Oil:	\$_____	_____
ULSD #1/#2:	\$_____	_____

Minimum delivery quantity (if any): \_\_\_\_\_

Less than minimum delivery quantity fee (if any): \$\_\_\_\_\_/ea

Normal business hours: \_\_\_\_\_

After normal business hours and holiday callout one-time charge: \$\_\_\_\_\_/ea

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**Location: Cantwell**

- Keep Full Tanks

<u>Type of Fuel and tank size:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2 1,000gal:	\$_____	_____
Heating Oil 500gal:	\$_____	_____

- As Needed Fueling (may include locomotive wet-hosing)

<u>Type of Fuel:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2:	\$_____	_____

Minimum delivery quantity (if any): \_\_\_\_\_

Less than minimum delivery quantity fee (if any): \$\_\_\_\_\_/ea

Normal business hours:\_\_\_\_\_

After normal business hours and holiday callout one-time charge: \$\_\_\_\_\_/ea

**Location: Healy/South Denali**

- Keep Full Tanks

<u>Type of Fuel and tank size:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2 1 x 1,000gal, 1 x 500gal:	\$_____	_____
Heating Oil 500gal:	\$_____	_____

- As Needed Fueling (may include locomotive wet-hosing)

<u>Type of Fuel:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2:	\$_____	_____

Minimum delivery quantity (if any): \_\_\_\_\_

Less than minimum delivery quantity fee (if any): \$\_\_\_\_\_/ea

Normal business hours:\_\_\_\_\_

After normal business hours and holiday callout one-time charge: \$\_\_\_\_\_/ea

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**Location: Nenana**

- Keep Full Tanks

<u>Type of Fuel and tank size:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
Heating Oil 500gal:	\$_____	_____

- As Needed Fueling (may include locomotive wet-hosing)

<u>Type of Fuel:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2:	\$_____	_____

Minimum delivery quantity (if any): \_\_\_\_\_

Less than minimum delivery quantity fee (if any): \$\_\_\_\_\_/ea

Normal business hours: \_\_\_\_\_

After normal business hours and holiday callout one-time charge: \$\_\_\_\_\_/ea

**Location: Fairbanks**

- Keep Full Tanks

<u>Type of Fuel and tank size:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2 1,000gal:	\$_____	_____
Heating Oil 1,000gal:	\$_____	_____

- As Needed Fueling (may include locomotive wet-hosing)

<u>Type of Fuel:</u>	<u>Per Gallon Markup</u>	<u>OPIS Index (ANC or FAI)</u>
ULSD #1/#2:	\$_____	_____

Minimum delivery quantity (if any): \_\_\_\_\_

Less than minimum delivery quantity fee (if any): \$\_\_\_\_\_/ea

Normal business hours: \_\_\_\_\_

After normal business hours and holiday callout one-time charge: \$\_\_\_\_\_/ea

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**AWARD CRITERIA:**

**An award of a contract will be made to the low, responsive, responsible bidder(s) that meet(s) the requirements as set forth in the specifications and compliance thereof and shall be based on the lowest delivered cost by location which will result in multiple awards.**

**By signature on this form, the bidder certifies that the prices submitted were arrived at independently and without collusion and that the bidder is complying with all applicable laws of the State of Alaska and all terms and conditions set out in this Invitation to Bid.**

BIDDER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME OF AUTHORIZED SIGNER: \_\_\_\_\_

DATE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

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## APPENDIX I

### ALASKA RAILROAD CORPORATION SUPPLY BID FORM

**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 supplies, materials or equipment 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 the 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).

Addendum Number/Dated	Addendum Number/Dated	Addendum Number/Dated
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_____	_____	_____
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_____	_____	_____
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#### NON-COLLUSION AFFIDAVIT

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

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title of Person Signing

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Facsimile Number

Form 395-0132