



Alaska Railroad Corporation
327 W. Ship Creek Avenue, Anchorage, AK 99501
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Telephone 907.265.2355 Facsimile 907.265.2439

June 29, 2018

REQUEST FOR PROPOSALS

18-10-206665

PASSENGER COACH CLEANING SERVICES AND PASSENGER TRAIN ON-BOARD FOOD AND BEVERAGE SERVICE

Fax Cover Sheet

Response Required: This page must be completed and returned to ensure receipt of future addenda or additional information. Please fax this form to (907) 265-2439 or email to: BatesT@akrr.com. All addenda will be forwarded to the contact name and number listed below.

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

Company Name _____

Mailing Address _____

City, State, Zip _____

Contact Name _____

Phone Number _____ Fax _____

Email Address _____

The Alaska Railroad Corporation web site www.akrr.com



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The Alaska Railroad Corporation (ARRC) is soliciting proposals from interested concerns for the following:

PASSENGER COACH CLEANING SERVICES AND PASSENGER TRAIN ON-BOARD FOOD AND BEVERAGE SERVICE

Sealed offers in one (1) **original and four (4) copies** will be received until **3:00 pm local time**, September 13, 2018. The envelope used for the submittal of your offer shall be plainly marked with the following information:

1. Offeror's name.
2. Offer number 18-10-206665
3. Date and time scheduled for the receipt of offers.
4. Sealed Offer: Passenger Coach Cleaning services and Passenger Train On-Board Food and Beverage Service

This Request for Proposals is not to be construed as a commitment of any kind nor does it commit the ARRC to pay for any cost incurred in the submission of an offer or for any other cost incurred prior to the execution of a formal contract. Any contract resulting from this solicitation shall incorporate the Standard Terms and Conditions contained in this solicitation package.

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.

Please direct all responses and/or questions concerning this Request for Proposals to Tim Bates, Alaska Railroad Corporation, Supply Management, 327 Ship Creek Avenue, Anchorage, AK 99501, telephone number (907) 265-2355, fax number (907) 265-2439, e-mail; goemerg@akrr.com.

PRE-OFFER CONFERENCE

July 10, 2018

A pre-offer conference will be held on July 10th, 2018 at 9:00 a.m. (Alaska Time) in the Alaska Railroad Corporation's Jim Blasingame Board Room located on the third floor at 327 Ship Creek Avenue, Anchorage, Alaska 99501. The pre-offer conference shall be used to discuss concerns and answer questions of Bidders/Proposers in regards to this Request for Proposals. It is not mandatory that Bidders/Proposers attend the pre-offer conference. However, it is advised that all interested Bidders/Proposers attend.

July 16, 2018

Interested concerns shall be required to participate in this walk through and inspect passenger equipment and passenger cars that will be made available. This particular walk-through will be made at the location where food services & janitorial services on the cars are to be performed in Anchorage. The walk thru is scheduled for 6:00 A.M. to 11:00 A.M. (6:00-9:45 Depot, 9:45-11:00 Shops) and will meet at the white tent directly east of the Alaska Railroad Historic Depot, 411 W 1st Avenue, Anchorage, 99501

July 23 & August 6, 2018 (Tentative schedule)

Interested concerns shall be required to participate in this event, which involves the actual travelling on the train (from Anchorage to Talkeetna and Anchorage to Seward) and be able to assess the requirements and look at the environment in which contractor's employees will be working while the train is in motion and operations on the train are on-going.

Note: ARRC anticipates awarding an contract term of two years, with the possibility of three (3) one-year extensions subject to acceptance by both parties.

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ATTACHMENTS:

- ARRC 2018 Standard Summer Consists (3 pages)
- ARRC 2018 Standard Winter Consists (1 page)
- ARRC 2019 Passenger Train Current Schedule (10 pages)
- Current DEX Service MOU between ARRC and ESS (2 pages)
- 2018-2019 Pre-sold Meal Voucher Pricing (2 pages)
- 2019 Inclusive Meal Pricing (1 page)

APPENDIX A

PASSENGER COACH AND CLEANING SERVICES

SCOPE OF WORK

1. The contractor shall provide all labor, tools, materials, supplies, supervision, equipment and customary services required to perform janitorial services on all passenger cars, food service cars and toilets as described herein for Anchorage based trains. Contractor shall provide rail car cleaning services to ARRC's weekend Aurora Winter Train and to the Glacier Discovery Train. Contractor will provide cleaning supplies for Hurricane Turn Train, the cleaning services for this train will be performed by ARRC personnel.
2. The contractor shall provide an on-site supervisor who shall be responsible for competent performance of the work. The on-site supervisor shall have **full** authority to act for the contractor. The supervisor must be able to read, write, speak and understand English. The supervisor shall maintain contact with the TRCO.
3. The Supervisor, Passenger Maintenance and Services is designated as the Technical Representative of the Contracting Officer ("TRCO") for the janitorial portion of the contract. The Manager, Passenger Operations is designated as the Technical Representative of the Contracting Officer (TRCO) for the host and food service portion of the contract. The TRCO will inspect the work performed and point out deficiencies. The TRCO will inspect the work performed and point out deficiencies. The TRCO may not make any change in the terms, conditions, provisions or other articles of the contract without the written concurrence of the Contracting Officer.
4. The contractor shall be responsible for the security of all ARRC furnished equipment and property while in its possession. The contractor shall be responsible for coordinating its hours of operation with the arrival and departure of trains, including switching to and from the depot and Car Shop. The contractor shall keep track of its employees working in the Car Shop at all times. All work shall be performed in ARRC's Car Shop or on the outside service tracks. The contractor shall instruct its personnel in the following utilities conservation practices:
 - a. Lights shall be used only in areas where and at the time work is being performed.
 - b. Contractor or its staff shall not adjust the mechanical controls for heating, ventilation and air conditioning systems.
 - c. Water faucets or valves will be turned off after use.
 - d. ARRC telephones shall not be used for personal calls or for toll or long distance calls.
 - e. Contractor's staff shall not adjust electronic controls for CDs and radios.
 - f. The contractor shall be responsible for ensuring they read the equipment schedule daily and understand where cars are located in order clean them. Contractor will contact TRCO or work leader if unable to locate cars.
5. All contractor employees shall wear contractor supplied hard hats, safety glasses, ear plugs and steel toed boots while inside the Car Shop (not required while actually working in the coaches, or locomotives).
6. The contractor shall be liable for any damage or loss to ARRC property resulting from any act or

omission on the part of the contractor or his agent's while ARRC property is in his possession. Contractor must follow all shop signs.

7. The contractor shall have all soap, detergents and other cleaning agents which are considered mild and non-caustic and of a nature known to be non-injurious to painted, waxed or otherwise protected surfaces approved by ARRC prior to use on any ARRC owned equipment. The contractor shall not use, in connection with the work under this contract, any materials which the Contracting Officer or TRCO determines would be unsuitable for the purpose of harmful to the surfaces to which applied or to any part of the building, its contents or equipment.
8. The equipment used by the contractor shall be of size and type customarily used in quality work of this kind and shall meet the approval of the Contracting Officer or TRCO. Equipment deemed by the TRCO to be improper type or design or inadequate for the purposes intended shall be removed from the premises and replaced with satisfactory equipment.
9. It is the responsibility of the contractor to insure that all articles of personal or monetary value found by the contractor's employees in any ARRC coaches and baggage cars are immediately turned over to the Car Shop Lost and Found Bin immediately after arrival in Anchorage or Fairbanks using ARRC chain of custody documents..
10. Contractor's failure to perform and/or complete cleaning tasks as required under this contract (i.e. exterior washing, mop floors, etc.) will result in ARRC withholding and/or reducing payment to the contractor. ARRC shall not pay for incomplete work or the non-performance of work by the contractor.
11. Contractor is to contact the yard or mechanical for assistance in finding cars, or regarding spot times and switching.

Consideration: As consideration for the rail equipment cleaning services performed by Contractor under the terms of this Agreement, ARRC shall pay Contractor the sums specified in Appendix E attached hereto and by this reference incorporated herein. As consideration for the, food and beverage services performed by Contractor under the terms of this Agreement, ARRC shall pay Contractor for said services in accordance with the provisions specified in Appendix F attached hereto and by this reference incorporated herein. Contractor may bill ARRC weekly but not less than monthly for the charges incurred under the terms of this Agreement and ARRC shall pay in full the balance due under each such bill within 30 days of receipt thereof. When billing ARRC, the Contractor shall refer to the ARRC Contract Number and send the billing to Alaska Railroad Corporation, Attn. Accounting Department, P.O. Box 107500, Anchorage, Alaska 99510-7500. If deductions from invoices are required due to nonperformance, etc., ARRC may adjust the invoice accordingly, and will promptly notify the Contractor of the amount and reason for such adjustment. In the event Contractor fails to perform any part of the required services, ARRC, at its option and after ten (10) days prior written notice with an opportunity for Contractor to cure, may perform the services with its own forces or with other contractors. ARRC may deduct from the Contractor's invoice ARRC's costs in correcting Contractor deficiencies, including a hourly charge for ARRC employees for each hour or part thereof at ARRC's then current hourly charge or rate, including overtime.

Employee Identification: All Contractor personnel must be recognizable as such at all times while on ARRC's premises. This may be accomplished by wearing distinctive clothing bearing the name of the Contractor, or by wearing badges which contain the Contractor's company name, and employee's name. The Contractor is responsible for acquiring an appropriate number of badges or uniforms to meet its needs at its own expense. ARRC will provide managers of the rail project with badges to allow access into the depot and areas in the Passenger Operations offices as needed. Contractor will pay \$25 to ARRC for every badge lost. These badges must be approved by the Manager, Passenger Operations.

Employee Background Checks: ARRC requires that all Contractor's janitorial and food service employees that work on and round trains undergo a background check. Background checks must be a minimum of "wants and warrants". It is expected that Contractor's Human Resources department will set standards for what makes for a hire or no hire and provide ARRC with these guidelines.

Smoking: Contractor crews working on the train shall not be permitted to smoke anywhere on the train consist.

Federal Terms & Conditions: Services to be provided under this contract may be funded in part by federal funds administered by the Federal Transit Administration. Accordingly, Contractor agrees to comply with the applicable Federal Terms and Conditions stated in Appendix G attached hereto.

Contractor Employee Parking

Contractor's employees will utilize the following areas for parking:

Food and Beverage employees

Employees who ride on the trains shall utilize the area under the C Street bridge. Due to employees being gone overnight this area may be used at all times of the day and night. Food Service employees boarding the train at the depot shall also utilize the lot across from the Comfort Inn.

Janitorial employees

Employees who work in the ARRC shops shall utilize the area by the Mechanical Office Building (Building 63). This will normally only be used from about 10:00 pm to 6:00 am but occasionally will be used during daytime hours for charters and other trains that come up that need to be cleaned during the day.

The following rules must be followed at all times:

Keep in mind that the designated parking areas are in an active rail yard and safety and caution must be exercised at all times.

- Access to designated parking areas is shown on attached maps. No other access is authorized.
- All vehicles must be parked at least 25 feet from the track.
- Only vehicles operated by Contractor employees and currently working may park in either area. The vehicles must be operable and have current tags. No overnight camping is authorized.
- All vehicles must be removed from the property as of September 30 of each contract year.
- ARRC reserves the right to relocate either of these above areas if needed for railroad operations and will notify contractor if the need arises.

Radios: Contractor will be provided with a designated number of radios prior to each summer season. Contractor will pay \$2,000 for each radio lost or not returned to ARRC by September 30 of each contract year.

Products: Contractor shall be expected to use locally grown and/or Alaska made products whenever financially and logistically viable.

ARRC FURNISHED PROPERTY AND SERVICES

1. Premises and Utilities: ARRC shall furnish, without cost to the contractor, designated space in the Anchorage Car Shop and a reasonable amount of utilities from existing sources. These utilities are to be used only in connection with the performance of the services required by this contract. The contractor shall maintain such building space to the same standards as similar areas occupied by ARRC. The contractor will not make any alterations to the space except with the written permission of the TRCO. The contractor shall vacate such building space and restore the premises to the condition it was in when received by the contractor, at its expense, reasonable wear and tear excepted, at the time stated for contract termination. ARRC will provide reasonable security during all times that contractor is not present at the Car Shop or the train. The contractor will not use ARRC's supplies (other than supplies furnished for the performance of work hereunder). The contractor shall fully acquaint itself and its personnel with the location of fire protection equipment at each job location, take prudent measures to minimize fire hazards, and comply with all ARRC

safety requirements in effect during the term of this contract.

2. ARRC Furnished Supplies: ARRC will provide the following items for contractor's use in the performance of this contract:
 - Dumpster for trash collected from ARRC coaches and baggage cars in agreed upon location to promote efficient trash dumping.
3. Notification of Special Trains: ARRC will notify the contractor in advance of any special trains so that it may adjust its work schedule and personnel accordingly. In any case, a minimum of twenty-four (24) hours advance notice will be given to the Contractor.

CLEANING TASK DEFINITIONS

1. **TRCO**: Technical Representative of the Contracting Officer. ARRC's representative responsible for checking contractor performance.
2. **REMOVE TRASH**: All waste baskets, cigarette butt receptacles (ashtrays, butt cans, etc.) and other trash containers must be emptied, cleaned and returned to their initial location. Trash can liners must be removed and replaced each time trash receptacles are emptied or cleaned. Trash receptacles located in bathrooms must be emptied, cleaned and the receptacle wiped clean with a damp cloth to remove all residue. All cans, bottles, newspapers and other waste material left in coaches will be removed from areas under, around and on seats, window ledges, overhead luggage racks, and other luggage areas on a nightly basis. All waste collected from trash receptacles must be emptied into plastic bags and secured with bag ties. Waste receptacles which have been lined with a plastic bag are not required to be wiped clean provided no leakage has occurred. The contractor will pick up any trash that may fall on the facility or grounds during the removal of such collected trash. All waste material and collected trash must be emptied into receptacles provided by ARRC for this purpose. All trash must be removed from the train by the day after use. Trash is to be taken directly to the compactor and may not be left in the car shop.
3. **LOST AND FOUND**: All items found on the train will be turned over to the Car Shop Lost and Found Bin immediately after arrival in Anchorage or Fairbanks using ARRC chain of custody documents.
4. **CAR SEATS**: All debris shall be removed from between the seat and wall. All seat cushions will be lifted and any trash and debris shall be removed. Cushions shall be damp wiped and disinfected with a germicidal detergent. Fabric seats must be vacuumed thoroughly to remove debris and dust. All vinyl head rests, armrests and seat backs are to be damp wiped and disinfected with a germicidal detergent. Seats must be free of all visible litter and soil. Spots must be removed as soon as noticed. Vinyl must be treated regularly with a suitable product.
5. **DUSTING**: After weekly dusting, all dust, lint and dry silt shall be removed from the horizontal surfaces of chairs, radiators, tables, luggage racks and other equipment and from horizontal ledges, window sills, handrails, vestibules, etc. All metal surfaces shall be free of marks, soil, smudges, etc. and have a uniform appearance.
6. **CLEAN AND SWEEP FLOORS/STAIRS**: After the floor and stairs have been cleaned and swept, the entire floor surface, including corners, abutment and vestibules must be free of litter, dust and foreign debris. Easily movable items shall be tilted or moved to sweep underneath. Gum, heel marks and other foreign material must be removed.
7. **VACUUM CARPETS AND DOOR TRACKS**: After being vacuumed, the coach floors must be free

of all visible litter and soil. Carpet spots will be cleaned when TRCO notifies the contractor. All tears, burns and raveling must be brought to the attention of the Car Shop manager. Edging tools will be used around seats, steam vents, metal edging where carpet is indented and all other areas where appropriate. Door tracks on coaches and baggage cars will be vacuumed to remove any rocks or debris that could interfere with the smooth movement of the door operation.

8. **FLOOR MAINTENANCE:** All the floors shall receive floor maintenance. After receiving floor maintenance, the entire floor shall have a uniform coating of a non-skid floor wax, have a uniform, glossy appearance and be free of scuff marks, heel marks and other stains and discolorations. All floor maintenance solutions shall be removed from furniture, trash receptacles, steam vents, walls, etc. Movable items shall be returned to their proper position when all cleaning operations have been completed. Floor maintenance includes the techniques of, stripping, as required to achieve the desired results. The techniques used depend upon the materials, equipment, and personnel used to do the job and the condition of the floor. The contractor need not apply the techniques to the entire floor, unless necessary, but only to the portion of the floor needing work to bring the entire floor up to the standard. .
9. **MOP FLOOR/STAIRS:** All accessible areas, including vestibule, stairs and trash can receptacle areas, must be mopped or washed. Chairs, trash receptacles, and easily movable items shall be moved to mop underneath. After being mopped, the floor and stairs shall have a uniform appearance, with no streaks, swirl marks, detergent residue or any evidence of soil, stains, film, debris or standing water. There shall be no splash marks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Carpeted floors shall not be mopped.
10. **CLEAN DRINKING FOUNTAINS:** Disinfect and polish metal surfaces, including orifices and drain. After cleaning, the entire fountain shall be free of streaks, stains, spots, smudges, scale and other obvious soil. The splashboard shall be free of smudges, fingerprints, marks, streaks, etc.
11. **RESTROOM FLOORS AND RESTROOMS:** The entire restroom floor shall be thoroughly mopped with a neutral soap and hot water solution, Areas around toilet bowls and all other hard-to-reach places such as corners and between piping will be given special attention, and hand-mopping or cleaning will be accomplished to maintain a high degree of cleanliness. Toilet bowls, lavatories, dispensers, walls and other restroom surfaces shall be cleaned and disinfected with a germicidal detergent. Toilet bowls shall be descaled. After descaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits and rust stains. Aluminum bars, stainless steel surfaces and other metal on doors, etc. shall be polished. After cleaning the entire restroom shall have a clean, uniform appearance, free of streaks and other obvious soil.
12. **RESUPPLY RESTROOMS:** Restroom dispensers shall be stocked in the correct manner. Restroom fragrance dispensers shall be checked and batteries and fragrance changed as needed. Extra supplies will be stocked according to a list provided by the TRCO, and shall be placed in an area designated by the TRCO. All paper products supplied by contractor must be biodegradable and must be approved by the TRCO prior to use. Toilet paper must be suitable for use in re-circulating toilets; and a supply list to be agreed upon for each consist and kept stocked as agreed upon.
13. **REPORT BROKEN ITEMS:** Contractor shall report missing or broken curtains, broken or leaking windows, seats, non-working plumbing, etc. daily to the Car Shop Manager or Floor Supervisor.
14. **WINDOW TREATMENTS:** Curtains and shades shall be dusted and/or vacuumed to remove all residues. After cleaning there shall be no trace or film, dirt, smudges, water or other foreign material. Metal parts shall be polished.
15. **GLASS CLEANING:** Glass cleaning includes all glass partitions, all windows, draft shields on

windows and adjacent trim. After glass cleaning there shall be no traces of film, dirt, smudges, streaks, water spots or other foreign matter. Glass in dome cars must be exceptionally clean due to high profile nature of this equipment. Window cleaning frequency for the Denali Star is done on a nightly basis in the Anchorage Car Shop and only a "spot" (inside) window cleaning on the Denali Star in Fairbanks. Coastal and Glacier Discovery consists windows cleaned every other trip and spot cleaned as needed on a nightly basis. Contractor will provide TRCO with a frequency schedule.

16. **CEILING PANELS AND LIGHT FIXTURES:** Ceiling panels in the coaches shall be removed and cleaned once a year coordinated by the TRCO around each car maintenance schedule. The panels shall be washed inside and out. ARRC will remove lighting covers for cleaning. After cleaning, surfaces shall have a clean, uniform appearance, free of streaks, detergent, residue and other foreign material. (Both glass diffusers and metal reflectors shall be cleaned)
17. **SPOT CLEAN:** Remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors and fixtures. Germicidal detergent shall be used in restrooms and drinking fountains. Aluminum bars, and other metal on doors shall be polished with a suitable product. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks and other obvious soil.
18. **EXTERIOR WASHING:** Wash exterior of cars, including windows, exterior vestibule area, step doors, ends of cars. Dome car windows must also be scrubbed from the outside. After cleaning, the entire car will have a uniform appearance and be free of streaks, residue and soil. Windows will be free of film, dirt, smudges, water and other foreign materials and will be dried to prevent streaking and filming. Trucks of cars will be power washed at least once every two weeks. TRCO and Contractor will be provided with a exterior washing schedule developed by ARRC. **ARRC will assure consists to be washed are spotted on Shed #2 to facilitate cleaning of Bi-Level dome equipment.** Exterior Washing frequency: Denali Star five nights, and the Coastal twice & Glacier Discovery once a week in Anchorage, based on the schedule provided by ARRC.
19. **SHAMPOO CARPETS:** Carpeted cars shall be shampooed at the beginning of the summer season in all cars that have carpets, and after that as requested by the TRCO on an as-required reimbursable basis. After shampooing, the carpet shall be free of spots, soil, soap deposits and other foreign material and shall present a uniform appearance. All seams will be intact and there will be no shrinkage. Carpet molding shall be clean and free from film and streaks. Carpet shall have been thoroughly rinsed using hot water extraction process equipment. After shampooing cars, runners shall be placed over dried carpet in order to avoid stains.
20. **UPHOLSTERY CLEANING:** All upholstery, seats, chairs shall be shampooed once a year, prior to the summer season. Spot and stain treating shall be performed as required. After shampooing, all fabrics shall have a uniform, clean appearance and be free of any soil, spots, or stains.
21. **PERIODIC CLEANING:** These tasks are performed at less frequent intervals and are normally performed as project work on a monthly or seasonal basis. Deep cleaning following the summer season will be coordinated with ARRC's preventive maintenance. Scheduling will be coordinated between the contractor and the TRCO duties performed will be billed on a reimbursable basis.
22. **TURNING SEATS:** All seats that can be turned shall be turned to remove debris from between the seat and wall. All seat cushions shall be lifted and any trash or debris shall be removed by brushing and/or vacuuming. When finished, all seats shall be placed in the total upright position and turned to face the head of the coach.
23. **RELYON (or similar product):** Contractor shall apply Relyon to all consists on a every other round trip schedule.

- 24. SUPPLIES:** Contractor will purchase air fresheners dispensens, air freshener, and batteries for all trains originating in Anchorage and Seward as directed by the TRCO. Contractor will purchase all soap and sanitizer dispensers and ensure they are placed in all new cars, and broken ones are removed after each trip and replaced with new ones.

Contractor will ensure all dirty towels are removed from car ARR 1 and cleaned after every charter.

- 25. Biohazard needles:** contractor will check sharps containers nightly in all restrooms on cars used that day, and if they are full pull out, drop in biohazard bucket, and replace with new container.- Supplies will be kept in janitorial area.

SPECIFIC CLEANING TASKS - ANCHORAGE

- 1. Passenger, Food and Baggage Cars.** The contractor shall perform cleaning tasks on each coach, food or baggage car in accordance with the following specified schedule and cleaning task definitions:

Frequency	Task Definition #	Description
Daily	2	Remove all trash and debris from all areas of the cars
Daily	6	Clean and sweep floors
Daily	4	Clean car seats
Daily	7	Vacuum carpets and door tracks
Every Other Round Trip Anchorage	15	Clean glass Interior
Weekly Anchorage	5	Dusting
Daily	10	Clean drinking fountains
Daily	11	Clean restrooms, floors
Daily	12	Resupply restrooms-to include TP, PT, blue bombs, auto air freshener, cleaner, soap, and sanitizer.
Daily	13	Report missing/broken curtains, windows, shades, seats, plumbing, etc. to Car Shop Personnel
Daily	9	Mop floors
As Requested	14	Dust/vacuum window treatments-if dry cleaning needed, will be billed as an extra service.
According to agreed upon schedule	18	See attached schedule. All other washing outside this schedule will be billed separately.
As Needed	8	Floor maintenance
Weekly Anchorage	16	Clean ceiling panels and light fixtures
Daily Anchorage	17	Spot cleaning
As Requested	19	Shampoo carpets
As Requested	20	Upholstery cleaning
April 25-May 11	22	Pre-season detailing for upcoming tourist season

Every Other Round Trip Anchorage	25	Relyon (or equal) application
Daily Anchorage	25	Needle disposal

2. **Denali Business Coach and Aurora Conference Coach.** The contractor shall perform cleaning tasks on each coach in accordance with the following specified schedule and cleaning task definitions:

Frequency	Task Definition #	Description
Pre Trip	16	Exterior washing
Pre-Post Trip	2	Remove all trash and debris from all areas of the cars
Pre Trip	6	Clean and sweep floors
Pre Trip	4	Clean car seats
Pre Trip	7	Vacuum carpets and door tracks
Pre Trip	15	Clean glass
Pre Trip	5	Dusting
Pre Trip	10	Clean drinking fountains
Pre Trip	11	Clean restrooms, floors
Pre Trip	12	Resupply restrooms-to include TP, PT, blue bombs, auto air freshener, cleaner, soap, and sanitizer.
as required	13	Report missing/broken curtains, windows, shades, seats, plumbing, etc. to Car Shop Personnel
Pre Trip	9	Mop floors
Pre Trip	14	Dust/vacuum window treatments-if dry cleaning needed, will be billed as an extra service.
Pre Trip	18	Exterior washing
as required	8	Floor maintenance
Pre Trip	16	Clean ceiling panels and light fixtures
as required	17	Spot cleaning
As Requested	19	Shampoo carpets
As requested	20	Upholstery cleaning
as required	25	Needle disposal

3. **DMU** The contractor shall perform cleaning tasks on the 751 in accordance with the following specified schedule and cleaning task definitions:

Frequency	Task Definition #	Description
Daily	2	Remove all trash and debris from all areas of the cars
Daily	25	Turning seats
Daily	6	Clean and sweep floors
Daily	4	Clean car seats
Every Other Round Trip	15	Clean glass Interior
Daily	5	Dusting
Daily	10	Clean drinking fountains
Daily	11	Clean restrooms, floors
Daily	12	Resupply restrooms-to include TP, PT, blue bombs, auto air freshener, cleaner, soap, and sanitizer.
Daily	25	Needle disposal.

Daily	13	Report missing/broken curtains, windows, shades, seats, plumbing, etc. to Car Shop Personnel
Daily	9	Mop Floors
as required	14	Dust/vacuum window treatments
Once a week in Anchorage	18	Exterior washing when cars are in Anchorage
Daily	8	Floor maintenance
Weekly	16	Clean ceiling panels and light fixtures
Daily	17	Spot cleaning
As requested	19	Shampoo carpets
As Requested	20	Upholstery cleaning
Mid-April-Mid-May	22	Pre-season detailing for upcoming tourist season

4. **Cruise Trains** Schedules and days of the week may vary. The contractor shall perform cleaning tasks on each cruise train coach only during the layover period in Anchorage in accordance with the following specified schedule and cleaning task definitions:

Frequency	Task Definition #	Description
each layover	2	Remove all trash and debris from all areas of the cars
each layover	6	Clean and sweep floors
TBD on Layover time	11	Clean restrooms, floors
TBD on Layover time	12	Resupply restrooms

V. **SPECIFIC CLEANING TASKS - FAIRBANKS**

1. **Passenger, Food, and Baggage Cars.** The contractor shall perform cleaning tasks on each coach, food or baggage car in accordance with the following specified schedule and cleaning task definitions:

Frequency	Task Definition #	Description
Daily	2	Remove all trash and debris from all areas of the cars
Daily	6	Clean and sweep floors
Daily	4	Clean car seats
Daily	7	Vacuum carpets and door tracks
Daily	10	Clean drinking fountains
Daily	11	Clean restrooms, floors
Daily	12	Resupply restrooms
Daily	13	Report missing/broken curtains, windows, shades, seats, plumbing, etc. to Car Shop Personnel
Daily	9	Mop floors
Daily	17	Spot cleaning

GENERAL NOTES

- Contractor will purchase kitchens mats and ARRC will reimburse costs to Contractor.
- Contractor will incur a charge based on not adhering to information provided by ARRC in training, or when obvious employee neglect and abuse are evident. Charges will be based on current ARRC

billing rates. Contractor shall notify ARRC's Manager of Passenger Operations (Ms. Sarah Streiffert) as soon as discrepancy is noted and charge will be incurred.

3. Contractor provides material for janitorial services in Hurricane. Services to be performed by ARRC.

APPENDIX B

PASSENGER TRAIN ON-BOARD FOOD AND BEVERAGE SERVICE

OVERVIEW OF OPERATIONS

Contractor shall provide on-board food and beverage service on ARRC's regularly scheduled passenger trains as well as certain charter and/or special trains.

Goldstar Inclusive

Depending on the segment traveled, passengers are provided one to three meals onboard, and two alcoholic drinks. Contractor will bill ARRC in accordance with the prices listed herein:

Meals

Breakfast – Will include one entrée, non-alcoholic beverage, and gratuity. If the passenger opts for an alcoholic beverage, this will be included as one of their included alcoholic beverages, or is available at an additional cost.

Lunch – Will include one entrée, non-alcoholic beverage, and gratuity. If the passenger opts for an alcoholic beverage, this will be included as one of their included alcoholic beverages, or is available at an additional cost.

Dinner – Will include one entree, choice of soup or salad, dessert, and one non-alcoholic beverage. If the passenger opts for an alcoholic beverage, this will be included as one of their included alcoholic beverages, or is available at an additional cost.

Drinks

No limit to non-alcoholic drink – coffee, tea, soda, water, hot chocolate, or juice

Alcoholic Drinks

Passengers receive two complimentary alcoholic drinks as part of their Inclusive package. Passenger must be over 21, and there are eligible for only two complimentary alcoholic beverages per adult, per boarding pass. Passengers are welcome to more alcohol at an additional cost to themselves.

Goldstar DEX Days

On DEX days, Contractor will a negotiated rate per Goldstar car used to ARRC. ARRC will bill HAP and equal amount to cover costs.

Adventure Class

Adventure class passengers not travelling with a tour group can purchase food onboard in the full dining room and café. Adventure class passengers travelling with a tour group can purchase onboard or pre-purchase meals in the form of a pre-paid meal voucher.

Glacier Discovery

The Glacier Discovery travels between Anchorage, Whittier and Grandview seven days per week during the summer passenger season. The Glacier Discovery departs Anchorage each morning and heads to Whittier, stopping in Portage. The train leaves Whittier and goes to Grandview and then back to Whittier and Anchorage. There is two (2) limited dining car, providing non-inclusive meal service. Contractor shall provide a light lunch service while traveling between Anchorage, Whittier, Spencer and Grandview round trip.

Aurora Train

This is ARRC's winter train that travels between Anchorage and Fairbanks on weekends, plus additional weekday runs that are specified and agreed upon in advance. When the train departs Anchorage for the first day of the run, it travels north all the way to Fairbanks. The onboard staff stay in contractor provided

housing overnight, then travel back to Anchorage the following day. There is one (1) dining coach on this train. Contractor shall provide casual service offering breakfast, lunch and dinner on this train.

Train Schedules. Prior to the commencement of each summer passenger season, ARRC shall provide contractor with the schedules for the above referenced trains. The schedules shall show the routes; days of service, departure and arrival times, and a description of the cars in each consist.

SCOPE OF WORK

1. **On-Board Food & Beverage Service.** Contractor agrees to prepare, furnish and serve meals and beverages to ARRC's passengers on board its regularly scheduled and selected special passenger trains. Contractor shall provide all management, labor, supervision, supplies and other services necessary to establish and operate a high quality, well managed and efficiently run food and beverage service in accordance with the provisions of this Appendix B. Except as otherwise provided in this contract, Contractor shall be responsible for all costs of the operation of the food and beverage service and will hold harmless ARRC from any and all claims, demands, or liability on account of Contractor's negligent performance of such operations or other willful misconduct by Contractor. All food and other supplies shall be purchased and all managers, supervisory personnel and food service personnel shall be compensated by contractor, in contractor's own name and at its expense. Authorized representatives of ARRC retain the right of access to all portions of food service areas at all reasonable times to insure that food and beverage service and quality standards are to ARRC's expectations.

2. **Employees.** Contractor shall provide at all times the number of cooks, servers, bartenders, managers and other personnel necessary for the satisfactory performance of the contract and to assure that prompt service will be rendered to all passengers riding aboard ARRC's trains, as directed by the TROC. Customer service is an integral part of product appeal and will be a basis for contract continuation. ARRC shall have the right to direct the contractor to add or subtract staff in order to meet the service level ARRC believes is appropriate. The hiring by contractor of employees for work on ARRC's premises shall, at ARRC's expense, be subject to ARRC's inspection, investigation and approval. Contractor's employees shall be required to obey and cooperate with all rules and regulations established by ARRC. Contractor employees must be reliable with regards to attendance and punctuality. Train schedules impact many tour connections and delays due to tardiness are not acceptable. .

3. **Stock Levels.** The quality, quantity and variety of all food and beverages offered by the contractor shall be subject to the continuing inspection and approval of ARRC. Restocking of supplies shall be accomplished during periods of limited or no passenger activity on trains. All supplies shall be in their proper place and ready to serve 30 minutes prior to departure; provided that ARRC has train consists positioned within an adequate and reasonable amount of time to stock the cars. Stock must be kept replenished at all times, enabling the contractor to produce all meals listed on the menu. Each product should have a designated place when in use and a designated area to draw on when it has to be replenished on the train. It is all-important to have enough stock available to satisfy guest demand. Par sheets shall be developed and maintained throughout the season to support adequate stocking on all food coaches and shall be provided to ARRC upon request. Initial par sheets shall be made available at any time as requested by ARRC Manager, Passenger Operations.

4. **Service Categories.** The contractor shall provide management, accounting, supplies, labor and supervision for control, sale, and service of items within, but not necessarily limited to the categories listed below. The categories of items for each specific train service shall be negotiated with ARRC.

(a) Dining Service (Formal and Informal, Inclusive and non-inclusive, Full Dining Service). The contractor shall submit a proposed menu and staffing plan to ARRC for approval. The contractor

shall also submit a plan of service, which will include a description of how the contractor expects to market services aboard the trains.

(b) **Beverage Service.** (Formal and Informal, Inclusive and non-inclusive Beverage Service) The contractor shall offer beverage service including coffee, tea, soda, beer, wine, and mixed drinks to ARRC's passengers. Contractor must possess a valid liquor license and shall comply with all laws and regulations applicable to the sale and serving of alcoholic beverages aboard the train and shall carry liquor liability insurance with single combined limits per occurrence of not less than one million dollars (\$1,000,000). Contractor shall defend, indemnify and hold ARRC harmless from any and all claims arising from the sale, service or consumption of alcoholic beverages while on ARRC's property or aboard the train. Contractor will only indemnify ARRC for sale, service and consumption of alcoholic beverages supplied and sold by Contractor on-board the train cars. Contractor will not accept any liability and will not indemnify ARRC for incidents, claims or damage arising from a passenger's consumption of alcoholic beverages not sold by Contractor, or if any passenger was intoxicated before boarding the train. Furthermore, ARRC shall be solely responsible for preventing passengers from bringing alcoholic beverages on the train.

(c) **Charter/Special Trains.** Contractor shall have a right of first refusal to provide food and beverage service for charter and special trains operated by ARRC. Contractor shall offer a full service catering service for charter or special trains that includes formal and/or informal dining, hot and cold meals, appetizers, desserts and beverage service. The costs for such service shall be negotiated by the parties and paid for separately outside of this contract. ARRC will notify the contractor at least twenty-four (24) hours in advance of any special trains so that it may adjust its work schedule and personnel accordingly. This section will not apply to the Blues Train, Beer Train, Ski Train and other special trains that provide their own caterers.

5. **Contractor's Facilities.** Contractor must maintain an office in Anchorage, Alaska. Management personnel assigned to this contract must be available at all times during scheduled train operating hours. Contractor must maintain and operate or have access to a sanitary warehouse and/or food storage facilities. The facilities must have refrigeration and freezer capacities as well as dry storage. The facilities shall be made available to ARRC for inspection at all reasonable times. Contractor must maintain and operate or have access to adequate vehicles for transporting food and beverage items including items requiring refrigeration.

6. **ARRC Furnished Property and Services.** ARRC shall furnish, without charge to contractor, food service rail cars as may be required to provide the on-board food and beverage service desired by ARRC. A food service rail car will be placed in the train consist for scheduled and unscheduled trains. The food service cars will include cooking and refrigeration equipment, water, heat, and air conditioning. All equipment will be made available to the contractor in an "as is" condition. The contractor shall at **all times** maintain the cleanliness of this equipment in a condition acceptable to ARRC. On a daily basis all storage areas, dry and cold, work areas, grills, ovens and floors shall be maintained free of food particles, grease, oils or any substance that will attract vermin.

All equipment and premises provided to contractor during the contract period shall remain the property of ARRC. Contractor shall not at any time during the contract period remove any furnished equipment from ARRC property without prior written approval of the TRCO. Contractor shall provide interior cleaning for the areas assigned. Contractor shall only use chemicals approved by ARRC for cleaning any piece of equipment. Contractor shall dispose of trash continuously and promptly so as to minimize interference with passenger activity. Contractor shall comply with all rules and regulations promulgated by ARRC for the performance of the contract.

At the end of each trip, Contractor shall notify the ARRC Conductor of any equipment malfunctions or need for repairs. ARRC shall, at its own expense, make the necessary repairs (or replacement) to the

equipment. The ARRC Manager, Passenger Operations will monitor the repair progress of any reported equipment malfunction.

7. Passenger Car Seating Capacity. The seating capacity of ARRC's passenger cars is as follows:

-'First Class' Goldstar Coaches	72 seats
-Passenger Coaches	60-78 seats
-Single Level Dome Coaches	68-76 seats
-Vista Dome Coaches	60 seats (36/38 revenue)
-Dining Cars 36 – 64 seats (4 seats per table)	

8. Dining Service Requirements. Contractor shall provide dining service in accordance with the following requirements:

(a) Contractor shall insure that meal and beverage service is available to passengers as designated in appendix B above. Meal and beverage service shall remain available during the duration of each trip or until all guests have been served except for that period at the end of each trip that is necessary to record the day's receipts and to clean up from that trip. If necessary, due to guest demand, the dining service shall remain available during the entire day. Contractor shall submit to ARRC for its approval a schedule of close out times for each train. Said schedule shall include a recommended time and location for the close out.

(b) Employees in food cars must be at work and ready to serve customers. Breaks may not occur during busy times.

(c) Contractor's employees shall dress in a uniform approved by ARRC, maintain acceptable standards of cleanliness, and shall have a neat, clean and professional appearance at all times while on the train. Employees may not sleep in their uniform in any passenger, bag, or food service car ever. Contractor's employee uniform manual will designate that no facial piercing that is visible, including tongue piercings are allowed anytime on passenger trains. Hair must be of natural color and style. No visible tattoos are allowed. ARRC reserves the right to request the removal of employees not meeting these standards. Employee uniforms must say ARRC on them in some location.

(d) Winter train "food service" shall be adequately staffed by contractor and shall have a menu for all day dining.

(e) Contractor and ARRC shall prepare and agree to a mutually acceptable customer survey that establishes Key Performance Indicators. The survey shall include a rating schedule that indicates whether service levels are Excellent, Good, Acceptable, Need Improvement, or Unsatisfactory. Average ratings of good to excellent shall constitute acceptable levels of quality and service. Customer service surveys shall be conducted by ARRC and results will be communicated with the Contractor. The results of these surveys will establish some of the benchmarks used when measuring the relative success of the contractor in the performance of this contract.

9. Kitchen/Pantry/Bar/Counter Cleanliness. Contractor shall maintain the kitchen, pantry, bar, and counter areas of the food service cars in a clean, neat manner acceptable to ARRC. Specifically, contractor shall perform the following cleaning tasks:

(a) Stoves, ovens and grease traps shall be cleaned at the end of each trip (northbound and southbound) and must be free of grease on the stove surface and around the burners.

(b) Refrigerator, freezers, cabinets, shelves, and storage compartments shall be kept clean and free of debris.

(c) All foodstuffs shall be kept in covered containers or wrapped in protective foil, film or paper and dated with the specific date the foodstuff was removed from the original package.

(d) All counters, tables and other work areas shall be kept clean and free of debris at all times. Contractor shall be responsible for routine bussing of tables and cleaning of tables (including changing linen, if necessary) between meals served and at the end of each trip. Contractor shall damp-wipe all chairs and table surfaces as necessary during each trip and at the end of each trip.

(e) Condiment dispensers on tables shall be kept supplied and clean at all times.

(f) ARRC representatives will routinely inspect the cleanliness and sanitation of the food service cars. Contractor shall immediately correct any unsanitary conditions upon notification by ARRC.

(g) Contractor shall thoroughly clean all equipment at the end of the summer season. All kitchen equipment shall be cleaned; dirt, dust and debris free after cleaning; all refrigerators and freezers shall be emptied and scrubbed; all cabinets and storage compartments shall be emptied and wiped clean; drain boards shall be removed from floor and the floor thoroughly scrubbed and rinsed; drain boards and mats shall be scrubbed, rinsed and replaced; all stove tops and grills shall be scrubbed and wiped and coated lightly with mineral oil and paper. End of season clean-up must be inspected and approved by ARRC prior to acceptance.

(h) The TRCO will inspect the work performed by contractor and point out deficiencies. The TRCO may not make any change in the terms, conditions, provisions or other articles of the contract without the written concurrence of the Contracting Officer. Any changes to contract terms and/or conditions shall be made in writing and agreed to by ARRC and the contractor.

(i) Contractor shall insure that routine inspections are performed by a qualified HSEQ Inspector.

(j) Contractor shall comply with all applicable State and/or municipal food health codes.

10. Utility Conservation. The contractor shall comply with the following utilities conservation practices:

(a) Lights shall be used only in areas where and at the time work is being performed.

(b) Contractor's staff shall not adjust the mechanical controls for heating, ventilation and air conditioning systems.

(c) Water faucets or valves shall be turned completely off after use.

(d) ARRC telephones shall not be used for personal calls or for toll or long distance calls.

(e) Contractor's staff shall not adjust electronic controls for CDs and radios.

11. Fire Prevention and Protection. Contractor shall fully acquaint itself and its personnel with the location of fire protection equipment on board the train and take prudent measures to minimize fire hazards.

12. Food Spoilage. ARRC shall reimburse the contractor for food spoilage caused by the failure of ARRC owned refrigeration equipment. The reimbursement will be only for the actual cost of the food items damaged. Contractor will not be held responsible for a reduction in menu offerings caused by any failure of ARRC owned equipment.

13. Prohibited Employee Conduct. Contractor employees who engage in one or more of the following behaviors shall, upon ARRC's request, be removed by contractor from providing service on ARRC's trains:

- (a) Working under the influence of alcohol or illegal drugs.
- (b) Possession, distribution, sale, transfer or use of illegal drugs while on ARRC property.
- (c) Fighting, threatening violence in the workplace, disruptive activity or roughhousing of any nature.
- (d) Negligence or improper conduct leading to damage of ARRC property. Contractor is responsible for any damage caused to ARRC property by its employees.
- (e) Violations of safety or health rules imposed by the ARRC.
- (f) Engaging in sexual and other unlawful harassment. Actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion or any other legally protected characteristic is unacceptable. Harassment in any form must be strictly prohibited.

14. ARRC On-board Chain of Command. The conductor has the overall responsibility for the safety and care of passengers and staff. The Contractor On-Board Manager's role is to assist on-board guest services. The ARRC On-Board Supervisor will work directly with the On-Board Manager to ensure guest satisfaction.

15. Dining Service on the Rails. Contractor shall comply with the following basic standards:

Dining Room Readiness:

- Seats and windowsills wiped down
- Floor is swept (mopped when needed)
- Top of booths wiped down
- Everything is stored to schematic
- Menus are clean and placed accordingly
- Tables are set to standards
- Drawers and storage areas are clean
- Napkins are properly folded and stored
- Cutlery is polished and stored in appropriate bins
- Sugar bowls, creamers, salt and pepper shakers are clean and full
- Cocktail trays are wiped down

Galley Standard:

- Products and equipment stored to schematic – orderly and secure
- Shelves and workspaces are clean
- Dishes and cookware are clean and in place
- Dirty linen is consolidated and stored properly
- Garbage bags are not for broken glass or liquids. They should be removed promptly and not over-filled. This is a sanitation issue as well as a safety issue. All trash bags should be doubled up and placed in the ARRC crate provided in the baggage car.

- Fridges and freezers are clean and stocked according to schematic. Food is rotated, labeled and dated.

16. Schematics. It is crucial for success on a complicated operation such as food service provided on-board trains that the contractor prepares schematics showing the choice of produce, the storage of product, the rotation of product, and delivery and placement on-board confined space. Products must be consistent, must fit the allocated storage area, and must be stored in a food safe manner. Schematics shall be made available for ARRC review.

17. Menus. Contractor shall submit proposed menus for the following season to ARRC for approval no later than January 31st of each year during the term of this contract. Pricing and final menus will be submitted no later than April 1st each year.

18. Meal Schedules. The timing of meals is subject to a time and place orientated schedule. On the Denali Star, the Contractor shall provide meal service for breakfast, lunch, and dinner with mealtimes that are agreed upon between the Contractor and ARRC. On the Coastal Classic, the Contractor shall provide meal service for breakfast and dinner, with mealtimes that are agreed upon between the Contractor and ARRC. Adjustments will have to be made to accommodate vouchered tour groups within the schedule. The timing of crew meals shall reflect the crew schedule. The contractor shall make every reasonable effort to accommodate the crew, provided that the rhythm of passenger services is not interrupted.

19. Café Services. Café service shall commence upon train departure and be concluded no more than 30 minutes prior to the end of the run. The menu shall be posted in the car. Contractor shall coordinate employee breaks in conjunction with the dining room personnel. While this is a self-serve operation, regular table and trash maintenance shall be performed throughout the trip. Contractor may utilize limited seating in the Café car to handle overflow of Adventure Class dining, when deemed necessary and appropriate by Contractor.

20. Galley and Café Car Sanitation. Galley and Café cars shall be maintained in accordance with industry standard food safety regulations. All shelving, refrigeration, cooking areas and flooring shall be cleaned and/or drained at the conclusion of each day by the galley crew

21. Guest Counts. The contractor shall be aware of the number of passengers on-board at any one time and where those guests board and de-board. ARRC shall provide Contractor with a daily five-day outlook of passenger load factors which will allow the contractor to adjust staff levels accordingly.

22. Group Management. ARRC passenger manifests identify fully independent travelers (FITs) as well as tour groups. While it is important to cater to the needs of pre-sold meals (vouchered) to tour groups, the contractor must be mindful of the needs of the FITs. The perception of unequal treatment undermines the passenger experience. Where possible, the contractor should include FITs in the same seating as tour groups if space permits. Should a group occupy the entire dining area, it is imperative to arrange with the tour leader to commence service earlier so that FITs can be accommodated within a reasonable timeframe. It may be necessary for the contractor to augment service to accommodate more settings than normally scheduled. Contractor and ARRC shall share mutual responsibility for ensuring their respective staff are adequately trained on groups and group vouchers and have the necessary material posted or available onboard.

23. ARRC Discount. ARRC Passenger Operations Staff and Train Crews while working onboard that desire to order an item from contractor's regular menu, both in the Dining Room and Café, shall pay 50% of the price listed on the menu. ARRC will reimburse the contractor for the remaining cost of the meals. Contractor and ARRC share responsibilities to ensure no food is provided to ARRC staff free of charge.

Contractor's On-Board Managers shall ensure that the staff they supervise understand the serious nature of this offense. Any ARRC staff member caught stealing food will be turned over to their supervisor for discipline.

24. Displays. All display of any materials containing items for sale in any dining or café cars will be at the direction of the ARRC Manager, Passenger Operations and the Contractor Food and Beverage Manager. All display material will be agreed upon and available for posting the first day of passenger season and must be kept current. No handwritten signs of any sort, or tip jar signs are allowed other than what is provided as noted above will be allowed by employees. Contractor Food and Beverage Manager shall be responsible for ensuring that this policy is abided by.

APPENDIX C

PASSENGER EQUIPMENT SCHEDULE

The following train schedules are provided as information and are current at the time of issuance of this RFP. Passenger equipment schedules and consists are subject to change without notice.

Refer to consist attachment for full detail of each train.

Anchorage/Fairbanks/Anchorage-Scheduled Service

Express Daily Service – Mid May through Late September

Leave Anchorage/Fairbanks	8:15 a.m.
Arrive Fairbanks/Anchorage	8:00 p.m.

Aurora Train - Winter Service - Mid September through Late May

Leave Anchorage - Saturday	8:30 a.m.
Arrive Fairbanks	7:30 p.m.
Leave Fairbanks - Sunday	8:30 a.m.
Arrive Anchorage - Sunday	7:30 p.m.

Weekday Aurora Trains – Random weekdays, see schedule.

Anchorage/Seward/Anchorage-Scheduled Service

Coastal Classic Daily Service - Mid May through Mid September

Leave Anchorage	6:45 a.m.
Arrive Anchorage	10:15 p.m.

Anchorage/Hurricane/Anchorage - Scheduled Service (Janitorial Service Only – No Food Service)

Hurricane Turn - Mid September through Mid May - First Thursday of each month

Leave Anchorage	8:30 a.m.
Arrive Anchorage	7:00 p.m.

Whittier Passenger Train-Scheduled Service

Whittier Daily Service - Mid May through Mid September

Leave Anchorage	9:45 a.m.
Arrive Anchorage	9:15 p.m.

APPENDIX D

SELECTION PROCESS AND AWARD CRITERIA

SELECTION PROCESS

The selection of a firm to perform the requested passenger car cleaning services and on-board food and beverage services will be made by an ARRC committee that will evaluate the proposals in accordance with the award criteria specified herein. The selection process shall consist of two phases.

The first phase will consist of a review of the proposals under the Phase I award criteria set forth below. This will result in the development of a short list of no more than three (3) firms that rank highest under these criteria.

The Phase II selection process will involve each party on the short list making an oral presentation to the evaluation committee based upon the criteria set out for this phase and listed below. Each firm will have sixty minutes to make its oral presentation followed by fifteen minutes to answer questions from the committee. The oral presentations will be held in ARRC's Denali Board Room, 3rd Floor, 327 W. Ship Creek Avenue, Anchorage, Alaska at dates and times to be announced after the completion of the Phase I selection process.

Upon completion of the oral presentations, the evaluation committee will evaluate the presentations based upon the Phase II award criteria and determine a ranking order for the firms. Negotiations will be conducted with the highest ranked firm until a contract is awarded. If an agreement cannot be reached on contract terms, negotiations will be terminated and the next highest ranked firm will be contacted for negotiation and so on until an agreement is reached, or until ARRC exercises its right to cancel the solicitation.

PHASE I AWARD CRITERIA

Interested firms shall submit a written proposal (1-original) and four (4) copies, containing a statement of qualifications and a concise narrative which addresses each of the following criteria:

Criteria	Weight
Qualifications of the Firm Provide a summary of your Firm's experience and qualifications as it applies to this Request For Proposal, including: History Ownership Experience pertinent to this project Diversity of skills the firm proposes to apply to the contract Project team organization Project approach List a minimum of two (2) contracts similar to this project (include performance dates, dollar amounts, name of the firms, contact names, and telephone numbers.)	40
Personnel Identify and describe the pertinent experience of the key individuals who would be involved in the performance of this contract. Include resumes and give the rationale for their involvement. Resumes should be concise and contain only information specific to this project.	30
Cost of Services Your proposal should contain complete details on how your firm is to be remunerated for services provided in addition to the schedule of items and prices provided in this proposal (Appendix E)	30

PHASE II AWARD CRITERIA

<u>Description</u>	<u>Weight</u>
Phase I Score	65 %
Phase II Score	35 %

As a component of this phase an oral presentation will be made to the selection committee. The presentation should include the following information and will be evaluated following the criteria described herein:

<u>Criteria</u>	<u>Weight</u>
Marketing Plan What part will your firm play in marketing this service? Please present your marketing plan and include a written report (NTE 4 pages). Include firm core values and culture in reference to customer service and quality.	20

On-Board Staff	15
Describe a typical “on-board” dining car staff (number of cooks, servers, bus people, food and beverage supervisor) and what the responsibility of each person is. Also include “ground” support staff and what their function will be in preparing and stocking the train for daily service.	
Staff Training	15
Describe hiring and training practices for new employees that might be working on one of our passenger trains.	
Menu	10
Provide sample menu for full service dining, including design and graphics	
Meal Presentation	30
Prepare and present samples of meals that would be served on our full service cars. Include table serving as it would be served to guests.	
Charter/Special Trains	10
Provide a sample menu of appetizers, desserts, breakfast, lunch and dinner that might be served on one of our charter or special trains. Assume this is a train for 100 people with two coaches and one dining car that is serving appetizers, full dinner and dessert (four courses).	

APPENDIX E

**COST SCHEDULE
ARRC Passenger Coach Cleaning Services & Passenger Train On-Board Food & Beverage Service
RFP No. 18-10-206665**

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

Prices quoted will be in accordance with APPENDIX A & B, Scope of Work.

Both Option 1 and Option 2 shall be submitted for evaluation. ARRC will use 2017 consist information to evaluate Option 2.

(Option 1)

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
ITEM 1	18	Weeks	\$ _____/wk.\$ _____	
Provide coach cleaning for scheduled trains including for the period of mid-May through mid-September in accordance with Appendices A & C.				
ITEM 2	34	Weeks	\$ _____/wk.\$ _____	
Provide coach cleaning for trains scheduled for the period of mid -September through mid-May in accordance with Appendices A & C.				
ITEM 3		Per Car Rate:	\$ _____/car	
Provide coach cleaning for unscheduled trains including charters And special trains.				
ITEM 4	18	Weeks	\$ _____/wk.\$ _____	
Provide on-board food beverage service in accordance with Appendices B & C.				
Percentage of commission of gross sales to ARRC for food and beverage service				_____ % of sales

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(Option 2)

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
ITEM 1 Provide coach cleaning for scheduled trains including for the period of mid-May through mid-September in accordance with Appendices A & C.		Per Car Rate	\$_____/car	
ITEM 2 Provide coach cleaning for trains scheduled for the period of mid -September through mid-May in accordance with Appendices A & C.		Per Car Rate	\$_____/car	
ITEM 3 Provide coach cleaning for unscheduled trains including charters And special trains.		Per Car Rate:	\$_____/car	
ITEM 4 Provide on-board food beverage service in accordance with Appendices B & C. Percentage of commission of gross sales to ARRC for food and beverage service	18	Weeks	\$_____/wk.\$_____	_____ % of sales

For the purpose of this Request For Proposal the calculation for the total cost for one year operation shall be as follows; Item 1 + Item 2 + Item 4 = Grand Total. This formula will be applied to both Options for review.

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APPENDIX F
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

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 #

APPENDIX G
SUBMITTALS

All Bidders/Proposers are required to provide the following documents with their Proposal:

1. Cost Schedule (Appendix E.)
2. Alaska Business License
3. Addendum Acknowledgments (if any)
4. Contractor Responsibility Questionnaire (Appendix F)
5. Proposal addressing all award criteria identified for phase 1 of this RFP
6. Signed Certification Regarding use of Contract Funds for Lobbying (Appendix J, article 25.)

Upon notification of intent to award the following documents shall be submitted within ten (10) days of intent to award a contract:

1. Certificate of Insurance
2. List of subcontractors (if any)

Failure to submit required documents within the specified time frame may be cause for termination.

APPENDIX H

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 I

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 J

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS (Revised 8/02/10)

The following contract provisions shall apply, where applicable, to all work performed on the contract by the contractor's own organization and by subcontractors. As provided in this Section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. Incorporation by reference shall not be allowed. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all applicable Required Contract Provisions.

1. CARGO PREFERENCE REQUIREMENTS-46 USC §1241, 46 CFR Part 381

[Applicable to all Federal-aid contracts involving equipment, materials or commodities which may be transported by ocean vessel]

Cargo Preference Use of United States-Flag Vessels-The contractor agrees: **a.** to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; **b.** to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding subsection to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to ARRC (through the contractor in the case of a subcontractor's bill-of-lading.) **c.** to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

2. DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION-49 CFR Part 29; Executive Order 12549 [Applicable to all Federal-aid contracts which exceed \$25,000]

Instructions for Certification-Lower Tier Covered Transactions:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, ARRC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to ARRC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact ARRC for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by ARRC.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, ARRC may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3.. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS-40 USC 3141 et seq.; 18 USC 874; 29 CFR Part 5; 49 CFR 18.36(i)(5) [Applicable to all Federal-aid construction contracts which exceed \$2,000]

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of

the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics

includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer

or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, ARRC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to ARRC for transmission to the Federal grantor agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil

or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal grantor agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for

apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-40 USC 3701 et seq.; 29 CFR Part 5; 29 CFR §1926 [Applicable to all Federal-aid construction in excess of \$100,000 and all nonconstruction contracts which employ mechanics and laborers on a public work in excess of \$100,000]

A. Overtime (Applicable to construction and nonconstruction contracts)

(1) Overtime requirements-No contractor or subcontractor contracting for any part of the contract

work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages-In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages-ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts-The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) Payrolls and basic records- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

B. Contract Work Hours and Safety Standards Act (Applicable to construction contracts only) (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 USC § 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts-**The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to

perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

5. CLEAN WATER REQUIREMENTS-33 USC 1251 [Applicable to all Federal-aid contracts which exceed \$100,000]

Clean Water- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to ARRC and understands and agrees that ARRC will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

6. CLEAN AIR REQUIREMENTS-42 USC 7401 et seq., 40 CFR 15.61 & 49 CFR Part 18 [Applicable to all Federal-aid contracts which exceed \$100,000]

Clean Air- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The Contractor agrees to report each violation to ARRC and understands and agrees that ARRC will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

7. ACCESS TO RECORDS AND REPORTS-49 CFR 18.36 [Applicable to all Federal-aid contracts]

Access to Records-The following access to records requirements apply to this Contract:

1. Contractor agrees to provide ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives access to the Contractor's books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain the same until ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

8. FEDERAL CHANGES-49 CFR Part 18 [Applicable to all Federal-aid contracts]

Federal Changes-Contractor shall at all times comply with all applicable Federal regulations, policies,

procedures and directives, including without limitation those listed directly or by reference in the Agreement between ARRC and the Federal grantor agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES [Applicable to all Federal-aid contracts]

(1) ARRC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARRC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS-31 USC 3801 et seq.; 49 CFR Part 31; 18 USC 1001 [Applicable to all Federal-aid contracts]

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 USC §1001 on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11. SEISMIC SAFETY REQUIREMENTS-42 USC 7701 et seq. & 49 CFR Part 41 [Applicable only to Federal-aid contracts for the construction of new buildings or additions to existing buildings]

Seismic Safety-The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

12. ENERGY CONSERVATION REQUIREMENTS-42 USC 6321 et seq. & 49 CFR Part 18 [Applicable to all Federal-aid contracts]

Energy Conservation-The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. CIVIL RIGHTS REQUIREMENTS-29 USC §623, 42 USC §2000, 42 USC §6102, 42 USC §12112, 42 USC §12132, 29 CFR Part 1630, & 41 CFR Parts 60 et seq. [Applicable to all Federal-aid contracts]

Civil Rights-The following requirements apply to the underlying contract:

1. **Nondiscrimination**-In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, and section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.

2. **Equal Employment Opportunity**-The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**-In accordance with Title VII of the Civil Rights Act, as amended, and 42 USC §2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(b) **Age**-In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, and 29 USC § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(c) **Disabilities**-In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

14. BREACHES AND DISPUTE RESOLUTION-49 CFR Part 18 [Applicable to all Federal-aid contracts in excess of \$100,000]

Disputes-Disputes arising in the performance of this Contract which are not resolved by agreement of the

parties shall be decided in accordance with ARRC's Procurement Rules.

Performance During Dispute-Unless otherwise directed by ARRC, Contractor shall continue performance under this contract while matters in dispute are being resolved.

Notification-In addition to the notice requirements set out elsewhere in this contract, if the contractor becomes aware of any act or occurrence which may form the basis of a claim by the contractor for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the contract, the contractor shall immediately inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the contractor shall, within the next 14 days, submit an Intent to Claim in writing to the Project Manager. The claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the Intent to Claim. Receipt of the claim will be acknowledged in writing by the Project Manager. The Contractor agrees that unless these written notices are provided, the contractor will have no entitlement to additional time or compensation for such act, event or condition.

Presenting Claim-A claim shall be submitted in accordance with ARRC Procurement Rule 1800.12 and shall specifically include the following:

1. The act, event or condition giving rise to the claim.
2. The contract provisions which apply to the claim and under which relief is provided.
3. The item or items of contract work affected and how they are affected.
4. The specific relief requested, including additional contract time if applicable, and the basis upon which it was calculated.

Claim Validity, Additional Information, & Project Manager's Actions-The claim, in order to be valid, must not only show that the contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the contract provides entitlement to relief to the contractor for such act, event, or condition. The Project Manager reserves the right to make written request to the contractor at any time for additional information which the contractor may possess relative to the claim. The contractor agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim. The claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Manager of Purchasing & Materials for formal written decision.

Decision on Claim-The contractor will be furnished the Manager of Purchasing & Materials' decision within the next 90 days, unless additional information is requested by the ARRC. The Manager of Purchasing & Materials' decision is final and conclusive unless fraudulent as to the Claim.

Notice of Appeal-Within 14 days of receipt of the Manager of Purchasing & Materials' decision, the contractor may deliver a Notice of Appeal to ARRC in accordance with ARRC Procurement Rule 1800.13 and request a hearing. The Notice of Appeal shall include specific exceptions to the Manager of Purchasing & Materials' decision, including specific provisions of the contract, which the contractor intends to rely upon in the appeal. General assertions that the Manager of Purchasing & Materials' decision is contrary to law or to fact are not sufficient.

Decision on Appeal-The decision of the ARRC on appeal will be rendered within 90 days after the conclusion of a hearing conducted under ARRC Procurement Rule 1800.15 or the date of receipt of the Notice of Appeal, whichever is later. The time limits given above may be extended by mutual consent. The decision of ARRC on appeal shall be final and conclusive unless the Contractor appeals to the superior court in accordance with ARRC Procurement Rule 1800.18.

15. NONSEGREGATED FACILITIES [Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more]

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

2. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

16. NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS-16 USC §470 et seq.
[Applicable to all Federal-Aid contracts]

In the performance of this contract, neither Contractor nor its subcontractors shall take any action (which term includes but is not limited to the seeking of any required federal license or permit, and the extraction of material or natural resources from any source whatsoever) that may affect a district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places without prior notice to ARRC and compliance with the requirements of the National Historic Preservation Act of 1966, 16 USC § 470 et seq. Contractor is advised that both historic and cultural sites may be eligible for inclusion on the National Register.

17. FLY AMERICA REQUIREMENT-49 USC §40118; 41 CFR § 301-3.61(b) & 301-10.131 et seq.
[Applicable to all Federal-aid contracts which may involve the international air transportation of equipment, materials, commodities, products or personnel]

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. RECYCLED PRODUCTS-42 USC §6962; 40 CFR PART 247
[Applicable to all Federal-aid contracts for items designated by the EPA, for the purchase of \$10,000 or more of one of these items during the fiscal year]

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory

provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to include this requirement in all subcontracts issued pursuant to this contract when the subcontract may involve the purchase of said items.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS - FTA Circular 4220.1E [Applicable to all FTA funded contracts]

The provisions herein include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1E are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any ARRC requests which would cause ARRC to be in violation of the FTA terms and conditions.

20. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM [Applicable to all FTA and FHWA funded contracts]

1. Assurance- The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the ARRC deems appropriate.

2. Contract Goal- This contract has no contract goal for the participation of Disadvantaged Business Enterprises (DBEs). Nonetheless, the ARRC strongly encourages the contractor to use the services of small businesses, including DBEs, as subcontractors whenever possible. The ARRC requests that the contractor consider such measures as: (1) subcontracting to small businesses, including DBEs, portions of the work the contractor might otherwise do with its own forces; (2) reducing or waiving subcontractor bonding requirements for small businesses, including DBEs; (3) reviewing the list of businesses certified in the Small Business Administration's 8(a) Business Development Program for potential subcontractors [contact the SBA at (907) 271-4022] and (4) reviewing the list of businesses certified as DBEs by the Alaska Unified Certification Program for potential subcontractors [<http://www.dot.state.ak.us/cvlrts/directory.shtml>].

3 Prompt Payment- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the ARRC. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any retainage not returned to a subcontractor will be reported to the ARRC by the prime contractor. This clause applies to both DBE and non-DBE subcontractors.

21. FHWA BUY AMERICA REQUIREMENTS-23 CFR §635.410

[Applicable only to FHWA funded construction contracts in excess of \$100,000]

Unless a waiver has been granted by the FHWA, all steel and iron materials which are incorporated into the work, and the action of applying a coating to a covered material (i.e., steel and iron), shall be manufactured in the United States except that minor amounts of steel and iron materials of foreign manufacture may be used, provided the aggregate cost of such materials does not exceed one tenth of one percent (0.1 percent) of the total contract amount, or \$2500, whichever is greater. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of a material subject to the requirements of this section. For the purposes of this section, the cost is the value of the products as they are delivered to the project. When steel and iron materials manufactured in the United States are shipped to a foreign country where non-steel or iron products are installed on or in them (i.e., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements of this section. A certification of materials origin, attesting to compliance with this provision, shall be furnished to the Engineer prior to incorporating any steel or iron products into the project. Bidders may submit an alternate bid for the project based on the use of foreign iron or steel materials. In this event, the contract will be awarded to the bidder who submits the lowest total responsive bid based on furnishing domestic iron and steel materials unless such total bid exceeds the lowest total responsive bid based on furnishing foreign steel and iron materials by more than 25 percent.

Certificate of Compliance with 23 CFR §635.410

The bidder or offeror hereby certifies that it will comply with the requirements of 23 CFR §635.410.

Date: _____

Signature: _____

Company Name: _____

Title: _____

22. FTA BUY AMERICA REQUIREMENTS-49 USC §5323(j); 49 CFR Part 661 [Applicable only to FTA funded construction contracts and contracts for the purchase of goods or rolling stock in excess of \$100,000]

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products:

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment:

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

23. FRA BUY AMERICA REQUIREMENTS-SUPPLIES-41 USC §§10a-d; 48 CFR Part 25
[Applicable only to FRA funded contracts for the purchase of goods, supplies or equipment in excess of \$100,000]

(a) The FRA requires its grantees to comply with The Buy American Act (41 U.S.C. 10) which provides that preference be given to domestic end products.

Components, as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

Domestic end product, as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End products, as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those-

(1) For use outside the United States;

(2) That government agencies have determined are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. A current list of such items is contained in 48 CFR 25.108.

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable under 48 CFR 25.105. The offered price of a domestic end product shall be determined to be unreasonable when the lowest acceptable domestic offer exceeds the lowest acceptable foreign offer, inclusive of duty, by more than 6 percent, if the domestic offer is from a large business or more than 12 percent, if the domestic offer is from a small business concern.

A bidder must submit to ARRC the Buy America certification (below) with its bid response for FRA funded supply contracts. Bids that are not accompanied by a completed Buy America certification may be rejected as nonresponsive.

Certificate of Compliance with 41 USC §§10a-d--Supplies

The bidder or offeror hereby certifies that the products it proposes to supply hereunder comply with the requirements of 49 USC §§10a-d and the applicable regulations in 48 CFR Part 25.

Date: _____

Signature: _____

Company Name: _____

Title: _____

24. FRA BUY AMERICA REQUIREMENT-CONSTRUCTION-41 USC §10a-d; 48 CFR Part 25
[Applicable only to FRA funded construction contracts in excess of \$100,000]

(a) The FRA requires its grantees to comply with The Buy American Act (41 U.S.C. 10) which provides that preference be given to domestic construction materials. As used in this clause-

Components means those articles, materials, and supplies incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

Domestic construction material means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the U.S., if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of cost of all its components. Materials of foreign origin of the same class or kind as the materials listed in 48 CFR 25.108 shall be treated as domestic.

(b)(1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction materials or components listed by the Government as follows: NONE

(3) Other foreign construction material may be used on this project if ARRC determines that-

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction materials will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) or allowed under paragraph (b)(3) of this clause.

(c) *Request for determination.* (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for ARRC evaluation of the request for a determination regarding the inapplicability of the Buy American Act in time to allow determination before submission of bids or offers. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall

include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If ARRC determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) If ARRC does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

**FOREIGN AND DOMESTIC CONSTRUCTION
MATERIALS PRICE COMPARISON**

Construction material description	Unit of Measure	Quantity	Price (Dollars) ^{1/}
Item 1: Foreign construction material Domestic construction material			
Item 2: Foreign construction material Domestic construction material			

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

^{1/}Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

A bidder must submit to ARRC the Buy America certification (below) with its bid response for FRA funded construction. Bids that are not accompanied by a completed Buy America certification may be rejected as nonresponsive.

Certificate of Compliance with 41 USC § §10a-d—Construction

The bidder or offeror hereby certifies that the construction materials it proposes to provide hereunder comply with the requirements of 49 USC §§10a-d and the applicable regulations in 48 CFR Part 25.

Date: _____

Signature: _____

Company Name: _____

Title: _____

25. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING-31 USC §1352, 49 CFR Parts 19, 20 [Applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000]

A bidder must submit to ARRC the below certification with its bid response for any Federally funded contract that exceeds \$100,000. Bids that are not accompanied by a completed certification may be rejected as nonresponsive.

1. The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. The undersigned also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

26. FTA PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS - 49 U.S.C. 5323 & 49 CFR Part 663 [Applicable only to FTA funded contracts for the purchase of rolling stock in excess of \$100,000]

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

27. CERTIFICATION REGARDING COMPLIANCE WITH 49 CFR 26.49-ESTABLISHMENT OF DBE GOAL [Applicable to all FTA funded contracts for Transit Vehicles]

Certificate of Compliance with 49 CFR 26.49

The bidder or offeror hereby certifies that it has established a DBE goal and submitted it to the FTA for approval in accordance with the provisions of 49 CFR 26.49.

Date _____

Signature _____

Company Name _____

Title _____