



Alaska Railroad Corporation  
327 W. Ship Creek Ave, Anchorage, AK 99501  
Telephone 907.235.2593 Fax 907.265.2439

December 20, 2015

## INVITATION TO BID

**# 14-49-203272**

### 2015 PORT MACKENZIE RAIL EXTENSION RAIL PURCHASE

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. All addenda will be forwarded to the contract name and number listed below.

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

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

The Alaska Railroad Corporation web site [www.akrr.com](http://www.akrr.com)

**THIS IS NOT AN ORDER**

**Invitation Number: 14-49-203272**

**Date of Invitation: December 20, 2014**

**SEALED BIDS WILL BE RECEIVED AT:**

Alaska Railroad Corporation,  
327 West Ship Creek Avenue  
Anchorage, Alaska 99501

**UNTIL 3:00 P.M. LOCAL TIME ON JANUARY 28, 2015  
AT WHICH TIME BIDS WILL BE PUBLICLY OPENED.**

## **2015 PORT MACKENZIE RAIL EXTENSION** **RAIL PURCHASE**

**ATTENTION: Greg Goemer (907) 265-2593**

**FAX NUMBER (907) 265-2439**

[Goemerg@akrr.com](mailto:Goemerg@akrr.com)

The Alaska Railroad Corporation ("ARRC") is soliciting bids from interested parties to supply new 115 RE H.H. Rail. Interested parties are invited to submit a bid to supply said items to ARRC.

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

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

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

ARRC reserves the right to reject any and all bids, or any part thereof, negotiate changes in bids, accept any bids or any part thereof, waive minor informalities or defects in any bids, and not to award the proposed contract if it is in the best interest of the ARRC.

ARRC may award a contract resulting from this solicitation to the responsive offeror whose offer conforming to this solicitation will be the most advantageous to the ARRC. Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this solicitation.

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

#### 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 or Federal Highway Administrations. The ARRC currently has a 100% race-neutral DBE program and does not set DBE goals on individual contracts. Nonetheless, the ARRC aspires to achieve an overall DBE participation of 3.63% in FY 2014. For questions or additional information, please contact Ann Courtney at [courtneya@akrr.com](mailto:courtneya@akrr.com).



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.

#### Questions Regarding ITB:

All questions regarding the Invitation to Bid shall be submitted no later than January 26, at 5:00 P.M. Questions may be submitted via email to [goemerg@akrr.com](mailto:goemerg@akrr.com), or via fax to 907-265-2593, or mailed to Alaska Railroad Corporation, Attn: Greg Goemer, 327 W. Ship Creek Avenue, Anchorage, AK 99501.

Sincerely,

*Greg Goemer*

Sr. Contracts Administrator

Telephone (907) 265-2593

Facsimile (907) 265-243

[Goemerg@akrr.com](mailto:Goemerg@akrr.com)

## **BID INDEX**

APPENDIX A. SPECIFIC TERMS AND CONDITIONS

APPENDIX B. SPECIFICATIONS / SCOPE OF WORK

APPENDIX C. COST SCHEDULE

APPENDIX D. QUESTIONNAIRE

APPENDIX E. STANDARD INSTRUCTIONS FOR THE SUBMISSION OF  
BIDS AND PROPOSALS TO THE ALASKA RAILROAD

APPENDIX F. GENERAL TERMS AND CONDITIONS

APPENDIX G. SUPPLY BID FORM 395-0132

ATTACHMENT 1: SUPPLEMENTAL CONDITIONS - (ADD ALT)

ATTACHEMNT 2: DRAWINGS – (ADD ALT)

## **ALASKA RAILROAD CORPORATION** **REQUIRED DOCUMENTS**

### **SUMBITTALS: REQUIRED FOR BID**

All Offeror's are required to provide the following documents with their response failure to provide all required documentation will result in your bid being disqualified:

1. Cost Schedule, [Appendix C]
2. Questionnaire, [Appendix D]
3. Supply Bid Form [Appendix G]

### **POST AWARD DOCUMENTATION:**

1. Mill Certificates /Testing Reports
2. Quality Control Program

## MINIMUM QUALIFICATIONS

The items to be purchased through this bid are critical to the operation of the ARRC. Any vendor who responds to this bid must meet the following minimum qualifications in order to be considered responsive:

- 1.) Be the original manufacturer, be the distributor/dealer authorized by the manufacturer that routinely maintains an inventory of the requested product as part of its normal business and is authorized by the original manufacturer to serve this area (the State of Alaska). Be listed as a supplier of the requested items in the Supplier Quality System Register maintained by the National Association of Purchasing Management - Rail Industry Group or other nationally published railroad periodical, or have at least five years of experience in the manufacture of the requested items.
- 2.) Have the authority and capacity to provide full support for all product warranties, including technical "trouble shooting" support.
- 3.) Be able to provide audited financial statements demonstrating the financial ability to meet the requirements of any order that may result from this solicitation.

The ARRC may conduct an inspection of the supplier's facility to include its offices and inventory of the items being solicited prior to contract award. All bids submitted in response to this invitation to bid must be signed by an individual with the legal authority to submit the offer on behalf of the company.

## ALASKA BIDDERS PREFERENCE

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

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

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

## **APPENDIX A**

### **SPECIFIC TERMS AND CONDITIONS**

Any contract resulting from this Invitation to Bid shall incorporate the following terms and conditions contained in this bid package.

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

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

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

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

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

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

**F.O.B. Point:** All prices quoted shall be F.O.B. Alaska Railroad Corporation – Seattle, WA

**Performance Assurances:** Before final award of any contract as a result of this Invitation to Bid, awarded vendor will be required to make adequate assurance of performance in the form of verifiable information to the contract officer. Failure to make adequate assurance shall by signature of this bid render the vendor's bid non-responsive to this Invitation.

**Delivery Date:** Your bid should indicate the earliest firm delivery date after receipt of award. ARRC shall fully expect the successful contractor to completely satisfy contract performance requirements in accordance with firm delivery dates offered in the Cost Schedule.

**Note:** Each bidder shall indicate compliance or exception to each specification item individually in the bid response. Mill Reports must be supplied before material is shipped. No material will be accepted without certified mill reports.

## **APPENDIX B** **SPECIFICATIONS**

The Alaska Railroad Corporation (ARRC) is soliciting bids from interested concerns to supply new rail in accordance with the most current version at time of solicitation, unless otherwise approved, of the American Railway Engineering and Maintenance of Way Association (AREMA) Manual for Railway Engineering, Volume 1, Chapter 4 Rail. Please note, actual footage and tonnage may be adjusted in order to fill a rail car to capacity.

### **Material:**

RAIL, NEW, 115 LB, RE , STANDARD CHEMISTRY, HIGH STRENGTH, END BLANK, 80 FOOT LENGTHS. Rail shall be head hardened or fully heat treated. Rail shall conform to the most current version of the AREMA Manual for Railway Engineering, Volume 1, Chapter 4, Rail, Specifications for Steel Rail with any clarifications listed below. The bidder shall include with their bid response sufficient technical data to allow for a detailed evaluation of the product bid.

### **Size:**

Per AREMA Chapter 4, Part 1, Figure 4-1-1, 115 RE Rail Section. Length: Per AREMA Chapter 4, Section 2.1 Article 11- Standard length is 80 feet. Rails shorter than 74 feet in length will not be accepted. Bills of lading with length of each rail included are required for each shipment.

Note: Mill certificates will be required to be in the possession of ARRC prior to acceptance of the material from the awarded contractor.

### **Quality Control Program:**

The contractor shall have in place a Quality Control program and submit documentation of the program to the ARRC. The Supplier will perform sufficient inspections and tests of all items of work, including those by subcontractors, in order to assure conformance to applicable standards, specifications and drawings with respect to materials, workmanship, fabrication, and identification. The program shall address how the Supplier will document the quality of any rail being furnished that was rolled prior to the Notice to Proceed.

1. Within 15 days after the Notice to Proceed is issued, submit a Quality Control Plan.
2. Records of all testing and inspection work shall be provided to the ARRC prior to acceptance of material. Records in electronic PDF format are preferable.

### **Testing and Inspection:**

1. All testing and inspection shall be at the expense of the Supplier. The ARRC reserves the right to perform additional testing and inspection at our own expense. Any rail found to not meet the specifications herein will be rejected and replaced at the Suppliers expense. All shipping and handling costs for delivery of replacement rail to the ARRC's Anchorage Yard will be paid for by the Supplier.

2. The Supplier shall provide a minimum of fourteen (14) days notice prior to any testing and inspection. The ARRC retains the right to witness the tests.
3. Within seven (7) days after completion of testing, the testing firm shall submit a certified copy of all test results including original data calculations and interpretation of results to the ARRC.

Manual Ultrasonic Testing of Rail Ends:

The Supplier shall perform manual ultrasonic testing of the web at rail ends for Weld Plant Application in accordance with AREMA Chapter 4, Part 2, 2.1.17.2.

In-track Ultrasonic Testing:

Upon completion of the installation of the rail, the ARRC may ultrasonically test the rail in-track. Any defects found in the rail at that time will be removed and a replacement section of defect-free rail not less than twenty (20) feet in length will be field welded in place. All costs associated with the removal and replacement of the defective rail, unless the defect falls within a field weld zone, shall be the responsibility of the Supplier.

The cost of replacing the rail (including all shipping and handling to the ARRC Anchorage Yard) and labor costs for installation shall be reimbursed to the ARRC by the Supplier.

Visual Inspection:

All rails shall be visually inspected for defects, damage and non-conformance by the Supplier's quality control representative. Rail that is found to not meet the requirements of these specifications or that are determined to be damaged or defective shall be removed from the project site and shall be replaced by acceptable materials at no additional cost to the ARRC.

Certificates of Compliance & Qualification:

1. Furnish/Submit certificates of compliance to demonstrate proof of compliance of the rail for all testing outlined in the most current version of the AREMA Manual for Railway Engineering, Volume 1, Chapter 4 Rail, Part 2 Manufacture of Rail, including, but not limited to Visual Examination, Ultrasonic Testing, Metallographic Analysis, Chemical Analysis, Micro-cleanliness Analysis, Hydrogen Elimination and Mechanical Properties Analysis.
2. Submit test results from Scanning Electron Microscopy Analysis and/or Rolling Loads Evaluation, if available.
3. Clearly identify by heat number and rail letter the pieces of rail so certified by each certificate. Have certificates signed by an authorized representative of the Supplier, stating that the material complies in all respects with the Contract requirements.
4. The ARRC reserves the right to prohibit the use of certain rails regardless of a certificate of compliance. The ARRC may, however, accept such rejected rails based upon further control testing by the Supplier. The Supplier shall bear all costs for additional control testing.
5. The Supplier shall replace all rail damaged during shipping and handling with new rail at no additional cost to the ARRC.



## DELIVERY INSTRUCTIONS:

Shipping and Handling: **90-ton cars** must be used for delivery of rail, maximum gross weight of cars shall **not exceed 263,000 lbs.**

- Flat cars used must be with or without bulkheads
- Rails shall not be dropped or struck sharply
- Bearing pieces must be 4" X 6" hardwood equal to the width of the car deck
- Two bearing pieces must be located 5' from each end of the load, with five more evenly spaced between them (7 pieces total)
- Separators must be 1" X 3" located between all levels directly above the bearing pieces. Separators should extend 2" beyond the load on each side
- Banding must be 2", with the end two located approximately 5' from each end of the load, five additional bands must be evenly spaced between them, encircling the entire load. Softeners must protect the bands at the bottom edges of the load.
- Filler blocks must be 3-1/2" X 5-1/4" X 24" long, center fillers in the top outside row at the point where the bands are located.
- Side stakes must extend 14" below the stake pocket and fully engage the uppermost rail on the side of the load.
- Side stakes must be firmly nailed in place to prevent dislodgment, or four steel stakes must protect the load from lateral movement.

### Base Bid Delivery:

- a. No more than 15 loaded railcars may arrive in Seattle for receiving by the ARRC in a two week period.
- b. The ARRC will only receive loaded railcars during the following time periods:
  - i. July thru September, 2015
  - ii. May thru September, 2016

Loaded railcars that arrive outside the above windows will be the supplier's responsibility to store, pay storage and demerge costs until the ARRC receives the loaded railcars.

**ADDITIVE ALTERNATE DESCRIPTION:**

1. Rail shall be shipped to Port MacKenzie Alaska.
2. Rails shipped on the barge to Port MacKenzie shall be wrapped and protected from sea spray. If the rail shows excessive rust or corrosion then it will be the supplier's responsibility to clean the rail.
3. Half of the rail order will be stockpiled at the BMBF Laydown Area and the other half of the rail ordered will be stockpiled at the Houston Wye Laydown Area. See Appendix; Attachment 2: Drawings for the laydown area locations.
4. The Contractor shall coordinate with the ARRC to schedule flagging protection to access the Houston Wye Laydown Area. See Appendix; Attachment 1: Supplemental Conditions for additional specifications required.
5. All labor, materials and equipment costs to unload, load, transport and stack the rail at the designated laydown areas will be subsidiary to the bid price for; Rail 115#RE, 80' Standard Chemistry, High Strength, Head hardened/fully heat treated End Blank.
6. Rail shall be stacked orderly and neatly:
  - a. A gravel surfaced area 300 feet by 300 feet will be made available to stack the rail.
  - b. The rail shall be stacked as outlined in the AAR Open Top Loading Rules Manual; Fig. 9-D, Rails, 80 FT Long or Less, Flatcars, 85 FT and Over. Alternate Item B shall be used between the ground and the first row of rail.
  - c. Bearing pieces shall be spaced no more than 10 feet apart.

**APPENDIX C**  
**COST SCHEDULE**

A bidder's failure to provide the information requested in this appendix will be cause for rejection of the offer on the basis of non-responsiveness. The item descriptions listed in this Appendix are abbreviated and shall be considered to include the complete item description as described in Section B, Specifications.

**Base Bid:**

**Note: Suppliers are required to quote FOB loaded railcar Seattle.**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>FOB POINT Seattle</u></b>
1.	Rail 115#RE, 80' Standard Chemistry, High Strength, Head hardened/fully heat treated End Blank, 290,000 LFT.	\$_____ per LFT
	Lump Sum Total	\$_____ Total

**Base Bid Option Quantity:**

- 1A. Rail 115#RE, 80' Standard Chemistry, High Strength, Head hardened/fully heat treated End Blank, **up to** 147,960 LFT. (Amount will be determined based on available funds)
- \$\_\_\_\_\_per LFT

**ARRC's goal is to have delivery of all rails by August 2016. Please provide estimated delivery schedule:**

Delivery ARO : \_\_\_\_\_

**ADDITIVE ALTERNATE :**

**Note: Suppliers are to quote FOB Port MacKenzie, AK unloaded and stockpiled at the BMBF Laydown Area and the Houston Wye Laydown Area.**

**Bids will be required to be in accordance with the Supplemental Conditions and Drawings supplied in Attachment #1 and Attachment # 2 of this ITB.**

**A bidder's failure to provide the information requested in the Additive Alternate will not be cause for rejection of the offer on the basis of non-responsiveness.**

<u>Item</u>	<u>Description</u>	<u>FOB POINT</u> <u>Port Mackenzie</u>
2.	Rail 115#RE, 80' Standard Chemistry, High Strength, Head hardened/fully heat treated End Blank, 290,000 LFT.	
		\$_____ per LFT
		\$_____ Total

**Additive Alternate Option Quantity:**

2A.	Rail 115#RE, 80' Standard Chemistry, High Strength, Head hardened/fully heat treated End Blank, up to 147,960 LFT. (Amount will be determined based on available funds)	
		\$_____ per LFT

**ARRC's goal is to have delivery of all rails by August 2016. Please provide estimated delivery schedule:**

Delivery ARO : \_\_\_\_\_

### **Award Criteria**

An award of contract will be made to the low, responsive, responsible bidder that meets the requirements as set forth in the specifications, and compliance thereof.

The Alaska Railroad Corporation reserves the right to determine that all offered materials will serve the application intended. The bid award is contingent on the availability of State of Alaska Grant Funds, and Alaska Railroad Corporation funds. An award will be made in the aggregate, selecting whichever option is deemed by the Contract Administrator to be in the best interest of the ARRC.

---

COMPANY NAME

---

SIGNATURE BY AND FOR THE BIDDER

---

COMPANY ADDRESS

---

PRINTED NAME OF BIDDER

---

STATE AND ZIP

---

DATE OF BID

---

CONTACT PHONE NUMBER

---

CONTACT EMAIL

## **APPENDIX D**

### **BIDDER'S QUESTIONNAIRE**

Note: Failure to provide the information requested in this questionnaire may be cause for rejection of the solicitation on the basis of non-responsiveness.

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

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

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Mailing Zip:** \_\_\_\_\_.

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

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

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

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

**II. Federal Tax ID Number:** \_\_\_\_\_

**A. Business License Number:** \_\_\_\_\_

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

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

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

\_\_\_\_\_

**Briefly Describe Work to be Performed:**

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

\_\_\_\_\_

\_\_\_\_\_

List three current contracts (where the commodity or service requested in this solicitation is the primary product being supplied) include the client's name, contract amount, person to contact regarding performance, their telephone, facsimile number and e-mail.

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

<b><u>List any other business related experience:</u></b>	

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

1.

- ☐ Primary Supplier  
☐ Broker

**Business Information (Please check all that apply):**

- ☐ My business is Individual  
☐ My business is a Partnership  
☐ My business is a Non-Profit  
☐ My business is a Joint-Venture  
☐ My business is a Corporation incorporated under the laws of the State of \_\_\_\_\_

- ☐ My business is full-time  
☐ My business is part-time  
☐ My business **is not** a certified Disadvantaged Business (DBE)  
☐ My business **is** a certified DBE  
☐ My DBE was certified by State DOTPF  
☐ My DBE was certified by the Municipality of Anchorage  
☐ My business is an 8(a)/WBE/MBE and is certified by SBA  
☐ My business was certified by \_\_\_\_\_  
☐ My DBE Certification # is \_\_\_\_\_

**Firms Annual Gross Receipts:**

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

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

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

## **APPENDIX E**

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

- 1 Amendments
- 2 Submission of Bids/Proposals
- 3 Explanation to Prospective Bidders/Offerors
- 4 Late Submissions, Modifications, and Withdrawals of Bids/Proposals
- 5 Preparation of Bids/Proposals
- 6 Evaluation of Bids/Proposals and Contract Award
- 7 Reservations
- 8 Aggrieved Bidder/Offeror
- 9 Incurred Costs
- 10 Availability of Funds
- 11 Public Information
- 12 Price



## **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.
- 2.3.1 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**

5.1.1 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. An officer or other official of the vendor's company who has legal authority to commit the vendor to the contract proposed must sign the bid/proposal. The person signing the bid/proposal must initial erasures or other changes.

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 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.

## **12 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 F**

### **GENERAL TERMS AND CONDITIONS**

#### **(Supply Contracts)**

**(Revised 4/17/08)**

**The following terms and conditions supersede the terms and conditions on the reverse side of ARRC's purchase order to the extent that they are inconsistent therewith and shall be deemed to have the same force and effect as though expressly stated in any such purchase order into which this document is incorporated.**

1. **Definitions.**

"ARRC" shall mean the Alaska Railroad Corporation.

"Vendor" shall mean the person or entity entering into the contract to provide the supplies specified therein for ARRC.

"Contract" shall mean these General Terms and Conditions, the contract form to which they are annexed, and all other terms, conditions, schedules, appendices or other documents attached to the contract form or incorporated by reference therein.

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

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

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

4. **Nondiscrimination.**

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

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

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

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

5. Cancellation/Termination.

5.1 ARRC may, for its sole convenience, cancel this contract in whole or in part, at any time by giving written notice of its intention to do so. In the event of such cancellation, Vendor shall be entitled to receive payment in accordance with the payment provisions of this contract for supplies delivered to ARRC and, as to work in progress prior to receipt of notice, ARRC shall pay Vendor only for direct expenditures on work specifically identified to this contract. Vendor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided. However, in no event shall ARRC be liable for incidental, consequential, or punitive damages, overhead or other direct or indirect costs, or lost profits. Payments made under this contract shall not exceed the aggregate price specified in this contract.

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

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

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

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

5.3 Upon receipt of a notice of cancellation or termination, Vendor shall immediately discontinue all work and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise. In the event of termination for default, Vendor shall be liable for any damage to ARRC resulting from the Vendor's nonperformance. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. No Assignment or Delegation. The Vendor may not assign, subcontract or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the prior written consent of ARRC. No such approval shall relieve Vendor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Vendor's relationship to ARRC in performing this contract is that of an independent contractor and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action.

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

9. Governing Law. This contract, and all questions concerning the capacity of the parties, execution, validity (or invalidity) and performance of this contract, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska.

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

- (1) there is no violation of any law or generally accepted ethical standards;
- (2) the gratuity is given as a courtesy for a courtesy received and does not result in any preferential treatment or action;
- (3) the gratuity is of limited value (less than \$150) and could not be construed as a bribe, payoff or deal; and
- (4) public disclosure would not embarrass ARRC.

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

11. Covenant Against Contingent Fees. Vendor warrants that it has not employed or retained

any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this contract, and that it has not paid or agreed to pay any person, company, individual, or firm any commission, gift, percentage, fee, contingent upon or resulting from the award or making of this contract. For the breach or violation of this warranty, ARRC may terminate this contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of the commission, percentage, gift, or fee.

12. Warranty. Vendor warrants that the equipment, goods, materials or other supplies sold to ARRC under this contract: (a) shall be of good quality and free from all defects and deficiencies in workmanship, material and design; (b) shall be fit, suitable and operate successfully for their intended purpose; (c) shall be new; (d) shall be free from all liens, claims, demands, encumbrances and other defects in title; and (e) shall conform to the specifications, if any, stated in the contract. Vendor shall honor all guarantees and warranties offered by the manufacturer of the equipment, goods, materials or other supplies provided under this contract.

The rights and remedies provided for in this section are in addition to any other remedies provided by law.

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

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

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

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

17. Headings. The headings of sections and paragraphs of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

18. Forum Selection. The parties shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of the contract, to recover damages for breach or default under the contract, or otherwise arising under or by reason of the contract, other than in the courts of the State of Alaska for the Third Judicial District at Anchorage. The parties hereby irrevocably consent to the jurisdiction of said courts.
19. Conflict of Interest. Vendor shall act to prevent any actions or conditions which could result in a conflict with ARRC's best interests. This obligation shall apply to the activities of Vendor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.
20. Publicity. Vendor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and other supplies furnished under this contract without the prior written consent of the ARRC.
21. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Vendor in accordance with the provisions of ARRC Procurement Rule 1600.10.
22. Internal Controls and Record Keeping. Vendor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.
23. Force Majeure. Neither ARRC nor Vendor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1) notice and reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term "force majeure" shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether 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.
24. Set Off. If ARRC has any claim against the Vendor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming due under this contract.
25. Observance of Rules. The Vendor's personnel performing work hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work.
26. No Third-Party Beneficiary Rights. No provision of this contract shall in any way inure to the benefit of any third parties (including the public at large) so as to constitute any such person a third-party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
27. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Vendor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both ARRC and the Vendor.
28. Invalid Provision. The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects as if such invalid or enforceable provisions were omitted.



29. Packing, Marking and Shipping. All supplies shall be properly packaged to prevent damage or deterioration and to obtain the lowest transportation rates. ARRC will pay no charge for preparation, crating, dunnage or other materials unless separately stated in this contract. Each packing slip, bill of lading, invoice, container, tag and correspondence shall bear the applicable contract number and the location to which the supplies are to be shipped. A waterproof Master Packing Slip shall accompany each shipment and shall be included in one of the packages marked "Packing Slip Inside" or in the case of a carload shipment, be conspicuously displayed on the inside of the freight car. The original Bill of Lading shall be mailed to the attention of ARRC Supply Management Department on date of shipment.

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

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

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

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

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

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

**Appendix G**

**ALASKA RAILROAD CORPORATION**  
**SUPPLY BID FORM of**

**NAME** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_

**To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:**

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

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

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

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

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**NON-COLLUSION AFFIDAVIT**

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

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

_____ Name and Title of Person Signing	_____ Signature
---	--------------------

_____ Telephone Number	_____ Facsimile Number
---------------------------	---------------------------

(Form 395-0132 )

**ATTACHMENT 1:**  
**SUPPLEMENTAL CONDITIONS**

**ARRC General Requirements:**

**1. Definitions of Terms:**

Contracting Officer: The person authorized to enter into and administer the Contract on behalf of the Owner. He has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract.

Railroad's Chief of Engineering Services – The person employed by the ARRC as head of its Engineering Services Department.

Railroad's Director of Project Management – The person employed by the ARRC as head of the Project Management Department (also referred to as Project Management).

Owner's Representative – The person authorized to act for the Director of Project Management and ARRC on site during field operations.

Environmental Site Officer (ESO) – The person authorized to act for the Project Manager and ARRC on site during field operations for CGP compliance and Owner and Contractor obtained permit compliance.

Railroad or ARRC – The Alaska Railroad Corporation, Post Office Box 107500, Anchorage, Alaska 99510-7500.

Owner – Railroad, ARRC or its authorized representative(s).

AREMA – American Railway Engineering and Maintenance-of-Way Association.

**2. General Requirements:**

a. All construction, reconstruction, operation and maintenance on Railroad property shall be performed in compliance with these specifications. For the purposes of this contract, the project limits within the existing or new ROWs shall be considered Railroad property.

b. Personal Protective Equipment (PPE) All contractor employees working on ARRC property in a field environment are required to wear ANSI Z81.1 approved safety glasses with side shield, hard hats and above the ankle, lace up boots with a defined heel that meet ASTM F2413-05 standards.

Reflective vests are required to worn by any employees working outside the confines of an equipment cab or job office as specified by the Owner's Representative. If reflective vests are required they must meet or exceed ANSI/ISEA 107-2004, Class 2 and Level 2 standards or Class 3 and Level 3 standards if working along a highway. During inclement weather, proper clothing to protect against frostbite, etc. will be worn. Particular attention to footing and the use of proper footwear is essential when working in snow or other slippery conditions. Hearing protection, fall-arrest or fall-protection and respirators will be worn as required by state and federal regulations.

c. Whenever in the opinion of the Owner's Representative, the construction may cause a hazard to the safe operation of the Railroad; he may place at the site of the work the required number of qualified employees to protect the Railroad's operations. All ARRC cost and expense for providing such additional employees shall be collected from the Contractor, except for flagging which shall be paid for as described in the subsection

### **3. Protection of Railroad Traffic and Property:**

a. The Contractor shall make provisions satisfactory to the Owner's Representative against disturbing, in any manner, the embankment, structures and tracks during construction. If the work to be performed by the Contractor shall, as determined by the Owner's Representative, weaken or undermine the Railroad's embankment, structures or tracks, then said work shall be stopped, upon notice to do so. Should any damage occur to ARRC property as a result of the Contractor's unauthorized or negligent operations, the Owner may repair such damages and/or perform any work for protection of its property it may deem necessary and the actual cost thereof shall be borne by the Contractor.

b. The Contractor shall furnish, install, maintain and subsequently remove temporary protective fencing, barricades, warning lights, and such additional protection as may be required at excavations, acceptable to the Owner's Representative. When the Contractor's work requires travel within twenty (20) feet of an active track, for a distance of greater than one hundred (100) continuous feet, the Contractor shall construct a high visibility barrier fence nine (9) feet from the center line on the active track for the entire length of the twenty (20) foot encroachment.

c. The following temporary clearances are the minimum, even with flag protection, which must be established and maintained at all times, prior to train passage, during the construction operations:

1) Vertical: Twenty-three (23) feet above top of highest rail unless otherwise noted on the Plans.

2) Horizontal: Nine (9) feet from centerline of the nearest track to the edge of obstruction, measured at right angles, thereto, unless otherwise indicated on the Plans.

3) In the event that lesser clearances than the above are required for any part of the work, the Contractor must secure written authorization from the Owner's Representative for such lesser clearances in advance of the start of the work on that portion of the project along, on, over or across the property or tracks of the ARRC.

d. False work and shoring plans must be prepared and stamped by an engineer licensed in the state where the work is to be done, and will be forwarded to the Owner's Representative for final authorization.

e. The Contractor shall follow Federal, State and local governmental guidelines and suggestions for notification and location of utility locations before proceeding with work.

f. The Contractor shall, before entering onto the property of the ARRC or project limits for the performance of any construction work or work preparatory thereto, secure permission from the Owner's Representative for the occupancy and use of the ARRC property and shall confer with the Owner's Representative relative to the requirements for railroad clearances, operation, Contractor's temporary construction crossing and general safety regulations.

g. The Contractor shall, upon the completion of the work, remove from the property of the ARRC, all machinery, equipment, surplus materials, false work, rubbish or temporary buildings made necessary by the contract operations, and to leave said property in a neat condition satisfactory to the Owner's Representative.

### **3.1 ARRC Protection of Railroad Traffic and Property:**

d. Fouling Tracks. All personnel working on, or operating equipment within 20 feet of tracks must complete the training at:

[www.contractororientation.com/main/akrr/akrrcourse.htm](http://www.contractororientation.com/main/akrr/akrrcourse.htm)

e. The test at the end of the training must be taken and passed. Workers passing the test will receive a card certifying they have been trained. Workers must be in possession of this card at all times while working on or near the tracks.

f. Trains or on-track equipment movement should be expected on any track, in any direction, at any time. Work will not be performed on or within 20 feet from the nearest rail of any track without an ARRC flagman present unless the track is protected and the Owner's Representative has authorized the specific task. Employees shall not walk between the rails or foul the track except when duties require and protection is provided. When necessary to cross tracks the employee shall look both directions and keep a

minimum of 20 feet from the nearest end of stationary on-track equipment. Do not crawl under or between stationary rail cars. Under certain conditions, trains and on track equipment can approach without being heard; proper attention and protection are essential to personal safety and when working near railroad tracks.

g. The Owner's Representative will provide an ARRC qualified flagman called an Employee-in-Charge (EIC) to provide Roadway Worker Protection (RWP) when work is being accomplished in the vicinity of the tracks. This EIC will be present at the contractor's daily job briefing and provide a briefing on the day's RWP protection. In addition, should changes in the planned work occur that involve changes in the protection an additional job briefing will be held by the EIC. All project personnel entering the vicinity of the tracks will seek the EIC and receive a job briefing. The ARRC will require 5 working days notice to coordinate and arrange an EIC and RWP.

h. The Contractor will notify the Owner's Representative of any additional work outside of the normal work day so the required flag protection can be coordinated. The Owner's Representative will require 72 hours notice to coordinate with the ARRC for additional or supplemental flagging support.

i. Bridge Worker Safety Standards. The Contractor shall comply with Federal Railroad Administrations CFR Title 49, Part 214 Railroad Workplace Safety, Subpart B-Bridge Worker Safety Standards when working on bridges.

#### **4. Access Roads and Construction Roads:**

a. No payment will be made to the Contractor by the Owner for any work done in constructing, improving, using, repairing or maintaining any road or structure thereon for use in the performance of the work. The Owner assumes no responsibility for the condition or maintenance of any road or structure thereon that may be used by the Contractor in performing the work or in traveling to and from the site of the work.

b. An approved Traffic Control Plan(s) is required prior to beginning work that involves entering, exiting or hauling materials on any public roadway.

c. If no pay item is identified in the Contract Documents then all costs involved in the development and implementation of the traffic control plan(s), including but not limited to flagging, signs, and roadway maintenance shall be borne by the Contractor.

d. The Contractor shall be responsible for maintaining sight triangles at all road crossings within the project limits and at any road crossing outside the project limits that is designated and used as an alternative route for traffic. Site triangles shall be maintained free of vegetation and other obstructions within the area designated by the Owners Representative.

e. No payment will be made to the Contractor by the Owner for any work done in constructing, improving, repairing or maintaining any road or structure thereon for use in the performance of the work. The Owner assumes no responsibility for the condition or maintenance of any road or structure thereon that may be used by the Contractor in performing the work or in traveling to and from the site of the work.

f. All haul routes and access roads within the project property shall be reviewed and approved by the Owner's Representative.

g. Existing roads and trails shall be used whenever possible for access to the work. Construction of steep hillside roads shall be avoided. Construction of new access roads or use of existing roads shall be subject to approval by the Owner's Representative or landowner. Temporary access roads shall be rehabilitated upon termination of the use of the road. The roads shall be graded to conform to original topography to the degree possible. Cut slopes shall be reduced to a grade consistent with adjacent topography, erosion protected, and revegetated. All cost associated with leasing, using, maintaining and rehabilitating roads and/or trails shall be at the Contractor's expense.

## **5. Temporary Crossings:**

a. Temporary crossings of the existing ARRC mainline may be allowed by the ARRC provided the Contractor has acquired a temporary crossing permit for said crossing. Permit form is available through the Owner's Representative. The permit application will contain a detailed work plan including at a minimum the following:

1) Temporary crossings, whether overhead, underground, or at grade shall be designed and constructed in accordance with ARRC and American Railway Engineering and Maintenance-of-Way Association (AREMA) standards and these specifications, and must be approved by the Owner's Representative prior to installation. The Contractor agrees that all others using a temporary crossing, except ARRC and its agents, shall be considered agents of the Contractor.

2) The Contractor shall allow a minimum of seven (7) working days for the ARRC to review the permit application. All costs for the design, construction, operation, maintenance, flagging (crossing guards), and removal of temporary crossings shall be borne by the Contractor and no payment will be made by the Owner.

b. Installation and maintenance.

1) Approved Temporary crossings shall be constructed during scheduled track outages. Existing temporary track crossings built by others will be re-certified before the Contractor utilizes them for work. All costs associated with required work to bring an

existing temporary crossing into compliance with ARRC requirements will be borne by the Contractor.

2) Temporary road crossings shall be constructed to the length designated in the temporary crossing permit. All protective signs and gates required by ARRC shall be provided and properly maintained by the Contractor. Temporary at grade crossings to be used for haul routes shall be constructed in accordance with ARRC Standard Plan 2.7-05 w/flange-way filler, with the crossing surface at 1" above the rail. The level approach shall be fifty (50) feet or the length of the longest vehicle to use the crossing, whichever is greater. A gate shall be installed and locked when the crossing is not in use.

3) The flange ways of all road crossings used by the Contractor as haul routes shall be kept clean and free of gravel at all times and shall otherwise be maintained to the satisfaction of the Railroad Flagman. The Contractor shall be responsible for maintaining sight triangles at all temporary railroad crossings. Site triangles shall be maintained free of vegetation and other obstructions within the area designated by the Owner's Representative.

4) Track outages will be reviewed and approved as stated in the following sections. Any track work necessary for installation and construction of temporary structures will be the Contractor's responsibility and will be incidental to the project. No resources will be provided or available by the ARRC for said track work. Maintenance of track work associated with structure installation will be borne by the Contractor.

#### c. Operation and Use

1) It shall be the Contractor's responsibility to provide sufficient operating radios meeting the Owner's requirements to maintain full time radio communication between the ARRC flagman and the crossing guard(s). When in use, each at grade crossing shall be manned full time by a contractor supplied crossing guard who will be under the direction of the ARRC flagman, in full-time radio communication, and shall stop all road traffic when directed to do so. Safety of railroad traffic is of paramount importance. The Owner's Representative will prohibit the Contractor's use of any temporary crossing if any safety or other violations are observed.

2) All temporary crossings will be closed a minimum of 10 minutes before the train arrives at the crossing. The crossings can generally be re-opened after the train passes each crossing in-turn. The trains in the project limits for this project have a maximum authorized track speed of 59 mph; however the speed of the train may be less dependent on track conditions and other ARRC restrictions. The amount of time for a crossing closure for each train called into the limits of the project area depends on the direction of train travel and location of the crossing relative to the direction of train travel



(e.g. for a northbound train the southern-most crossing will be closed for a shorter period of time than the northern-most crossing.)

## **6. Track Outages:**

a. The Contractor shall coordinate with the Owners Representative to schedule track outages. Contractor must formally request in writing for a track window a minimum of 30 days in advance of the requested date of the scheduled outage. The track outage will be for no more than 12 hours. The track outage will be limited to the period between **September 9<sup>th</sup> and May 9<sup>th</sup>**. ARRC will require 72 hours' notice if the scheduled outage will be delayed.

b. ARRC reserves the right to delay a scheduled outage for up to one week with forty eight (48) hours' notice to the Contractor. All expenses due to a track outage delay imposed by ARRC will be borne by the Contractor.

## **7. Underground Facilities:**

Utility Locates: The Contractor or its Subcontractor shall be required to provide a locate confirmation number from Alaska Digline and identify in the field, utility locates prior to any ground disturbance activities deeper than 6 inches.

## **8. Ditches:**

Ditches, culverts and roadways shall be kept clean and free of rock, gravel, construction debris and equipment at all times.

## **9. Snow Removal:**

Snow removal operations shall be conducted in such a manner as to not place snow (1) upon the tracks of the Railroad, (2) where it interferes with the normal operation of the automatic crossing signals, (3) where it impairs the visibility of either highway or rail traffic at the crossings, or (4) where it inhibits drainage.

## **10. Personal Injury Reporting:**

a. Owner is required to report certain injuries as a part of compliance with Federal reporting requirements.

b. Any personal injury sustained by a Contractor employee while on ARRC or MSB property must be reported immediately (by fax or email if unable to contact in person) to the Owner's Representative in charge of the project. The injury report form provided by the Railroad is to be completed and given to the Owner's Representative, no later than the close of shift on the date of injury.

c. The Contractor shall submit a one page typed report to Owner's Representative within seventy-two (72) hours of incident. The report shall be a brief narrative describing details of the incident, root cause as developed during injury investigation and corrective measures recommended to prevent re-occurrences.

#### **11. Non-Injury Incident Reporting:**

Any non-injury incident involving a Contractor employee or equipment while on ARRC or MSB property must be reported immediately (by fax or email if unable to contact in person) to the Owner's Representative in charge of the project. The incident report form provided by the Railroad is to be completed and given to the Owner's Representative, no later than the close of shift on the date of the incident.

#### **SC – 25 Train Schedules:**

1. ARRC Track Maintenance Work Window. Section and summer work crews may need access into the work area to perform routine track maintenance work and scheduled summer major track replacement work. The routine track work is performed as necessary for the safe passage of trains.

2. Train Traffic: The track through the project is very active. The approximate number of trains on any given day is as follows:

Season: Approximate Daily Trains

*Summer (May 6 to September 24) 4 gravel trains*

3 passenger trains

4 freight trains

2 coal trains

2 work trains

Shoulder April 1 to May 5 & 4 gravel trains

September 25 to October 28; 2 passenger trains

4 freight trains

2 coal trains

2 work trains

Off season 1 passenger train

2 freight trains

2 coal trains

1 work trains

### **SC –26 Train Delays**

1. All work on ARRC property shall be conducted in such a manner as to prevent delay to trains or other rail traffic operated by the ARRC.

2. Should any of the Contractor's or its Subcontractor's actions or activities cause delays to trains or other rail or water traffic, the agreed amount of liquidated damages shall be at the following rates and shall be collected from the Contractor by the ARRC:

a. Passenger trains each: \$50.00 per minute of delay, 60-minute minimum charge.

b. All other rail traffic: \$50.00 per minute of delays over five minute, 30-minute minimum charge.

c. Delay time will be taken from the train sheet in the ARRC Dispatcher's Office, Anchorage (265-2504) for all delays. Such train sheet shall be the official document by which the length of time a train is delayed will be determined. If another crew is needed to relieve the original crew, the charge shall also apply to the second crew. If such delay causes a water carrier to miss a sailing, the liquidated damage computation of time covering the period of time to the next possible sailing time shall be in addition to the length of time determined by said train sheet.

### **Additional Modifications to General Conditions**

*Under General Condition. 4.2 VISIT TO SITE change paragraph 4.2.1 to read:*

"The execution of the Contract by the Contractor is considered a representation that the Contractor is satisfied as the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.