March 5, 2015

INVITATION TO BID

15-15-203556

Bridge 174.3 Conversion to Ballast Deck - Material and Fabrication

FAX COVER SHEET

Response Required: This page must be completed and returned ensuring receipt of future addenda or additional information. Please fax this form to (907) 265-2439. 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 addenda and will only be alerted of addenda 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
THIS IS NOT AN ORDER  
Invitation Number: 15-15-203556  
Date of Invitation: March 5, 2015  

SEALED BIDS WILL BE RECEIVED AT: Alaska Railroad Corporation,  
Supply Management  
Attn: C. Lee Thompson  
327 Ship Creek Avenue, Second Floor  
Anchorage, Alaska 99501  

UNTIL 3:00 P.M. LOCAL TIME ON March 26, 2015  
AT THAT TIME BIDS WILL BE PUBLICLY OPENED.  

Bridge 174.3 Conversion to Ballast Deck - Material and Fabrication  

The envelope used in submitting your offer shall be plainly marked with the following information:

1. Offeror's Name -  
2. Invitation To Bid Number 15-15-203556  
3. Date and Time Scheduled for Receipt of Offers.  
4. Sealed Offer: Bridge 174.3 Conversion to Ballast Deck - Material and Fabrication  

RETURN YOUR BID RESPONSE IN A SEALED ENVELOPE ON WHICH THE INVITATION TO BID NUMBER APPEARS. BIDS RECEIVED VIA FACSIMILE TRANSMISSION WILL NOT BE CONSIDERED FOR AWARD. BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED HEREIN. LATE BIDS SHALL BE REJECTED.  

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 ITS IN THE BEST INTEREST OF THE ARRC.

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.

Please direct all responses to this solicitation and/or questions concerning this Invitation
to Bid to C. Lee Thompson, Alaska Railroad Corporation, Contracts Section, 327 W. Ship
Creek Avenue, Second, Anchorage, AK 99501, telephone number 907-265-2608, fax
number 907-265-2439.

C. Lee Thompson

C. Lee Thompson
Manager, Contracts & Purchasing
Alaska Railroad Corporation
Telephone (907) 265-2608
Facsimile (907) 265-2577
THOMPSONL@AKRR.COM
WWW.ALASKARAILROAD.COM
SUBMITTAL LIST

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 D
2. Questionnaire, Appendix E
3. Supply Bid Form, Appendix H
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 - Warehouse 1,485 Ocean Dock Road, Anchorage, Alaska, 99501.

Performance Assurances: Before final award of any contract as a result of this Invitation For 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.

**Preferences:**

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

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

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

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. Bids received from manufacturers/suppliers that do not meet these qualifications will not be considered.
APPENDIX C

Supplemental Specifications – Bridge 174.3 Ballast Deck Pan Fabrication

General:
The intent of this ballast deck pan fabrication assembly is to convert an existing open
dek railroad bridge span into a ballasted deck span. The ballast pan assembly is
made up of a ballast pan plate with integral pony stringers, integral drains, integral edge
angles, loose shim plates and loose knee brace extensions.

A proof assembly, with photographic documentation, is required to ensure the fabricated
component fastener hole fit-up alignment is accurate in an effort to minimize the amount
of field hole alignment work and time necessary for installation of deck pan assemblies
between scheduled train traffic.

Fabrication:

A. Welders shall be qualified for the weld procedure per AWS D1.5.
B. The fabricator, or their subcontractor, shall perform quality control weld testing.
Inspectors shall be AWS certified. All weld tests shall be documented with copies
furnished to the Alaska Railroad Corporation prior to material shipment.
  1. All fillet welds shall be 100% visually inspected.
  2. All groove welds shall be 100% visually inspected and a minimum of 25%
     ultrasonically tested.
C. All defective welds shall be repaired and retested until they pass inspections.
D. All weld splatter, slag, slivers, tears and fins shall be removed.
E. The fabricator shall accommodate the quality assurance efforts of the Alaska
   Railroad Corporation, or designee, at the fabricator’s facilities and those of any
   subcontractor.

Materials:

A. The ballast pan plate thickness is 5/8 inches.
B. The ballast pan and pony stringers have Charpy Impact Test requirements under
   AREMA Table 15-1-2, Zone 3. The Alaska Railroad Corporation will consider reducing
   the impact test requirements from Zone 3 to Zone 2, at the request of the fabricator, if
   the material availability prevents delivery of the fabrication by the desired schedule.
C. All fasteners are ASTM A325 type 3. All shop installed fasteners are 7/8 inches
diameter.

Submittals:

A. Submittals listed below shall be provided to the Alaska Railroad Corporation for
   approval prior to commencing fabrication work:
   1. Fabricator AISC Quality Certification Program certificate.
   2. Manufacturer/Mill material certifications.
   3. Charpy Test results.
   4. Weld procedures.
5. Welder certifications.
6. Fastener hole forming method(s).

Coatings:
A. All materials are uncoated.

Handling and Delivery:
A. The ballast pan assemblies have limited lateral stiffness and can be easily distorted, or damaged by shipping and handling until properly supported by the existing bridge deck framing. The fabricator may install temporary bracing. Bracing attachment shall be subject to Alaska Railroad Corporation approval. Damaged or distorted sections will not be accepted at the point of delivery. The fabricator shall repair or replace, at their sole expense, any components damaged during shipping and handling until reaching the point of delivery.
B. All materials shall be shipped to the following point of delivery: Alaska Railroad Corporation, Warehouse 1, 485 Ocean Dock Road, Anchorage, Alaska 99501.
C. Delivery is required by September 15, 2015. Include the anticipated delivery schedule with the bid. Materials may be shipped in partial quantities. Provide field fasteners in weatherproof boxes.

Material Quantities:
Ballast Pan Assemblies include the deck plate, pony stringers, shop fasteners, edge angles and drains.
Intermediate Ballast Pan Assemblies: 6 each
End Ballast Pan Assemblies: 2 each (one each hand)
Stub Ballast Pan Assemblies: 2 each (one each hand)
Knee Brace Extensions: 18 each
Intermediate Floor Beam Spacer (Shim) Plate: 7 each
End Floor Beam Spacer (Shim) Plate: 2 each
Field Installed Fastener Assemblies (includes bolt, heavy hex nut and hardened washer):
  7/8 in. dia. by 4 inches: 240 each
  7/8 in. dia. by 4.25 inches: 120 each
  7/8 in. dia. by 2.75 inches: 200 each
  7/8 in. dia. by 2.5 inches: 120 each
  3/4 in. dia. by 2.5 inches: 115 each
APPENDIX D

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. All prices quoted must be F.O.B. destination Anchorage, Alaska each item shall comply with the specifications as stated in Section C and attached drawings.

Bridge 174.3 Ballast Deck Pan Fabrication

Provide Materials, Fabricate and deliver:

LUMP SUM $______________________________

Guaranteed Delivery Date: _____________________________

AWARD CRITERIA

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

BIDDERS NAME AND ADDRESS

____________________________________ ____________________________________
COMPANY NAME     SIGNATURE BY AND FOR THE BIDDER

____________________________________ ____________________________________
COMPANY ADDRESS    PRINTED NAME OF ABOVE BIDDER

____________________________________ ____________________________________
DATE OF BID

____________________________________
CONTACT PHONE NUMBER

CONTACT FAX NUMBER
Note: Failure to provide the information requested in this questionnaire may be cause for rejection of your bid or offer on the grounds of non-responsiveness and/or non-responsibility.

Solicitation Number ________________________________________________

Business Name: _______________________________________________________

Street Address: ______________________________________________________________

Mailing Address if Different: ___________________________________________________

City:_______________________ State: ____________________Mailing Zip:______________

Telephone: ________________ Fax:_______________ E-Mail: __________________________

Date Firm Established: _______________________________________________________________________

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

Previous business name(s)if any: ________________________________________________

Federal Tax ID Number:  ________________________________________________________

Business License Number:  ______________________________________________________

Contractor License Number (For Construction: ________________________________________

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

Discount for prompt pay ___________% _______________ days.

List any variations from or exceptions to the Terms, Conditions or Specifications of the Solicitation __________________________________________________________________________
______________________________________________________________________________

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

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

**Are you acting as a broker or the primary supplier in this transaction?**
- [ ] Broker
- [ ] Primary Supplier

**Business Information (Please check all that apply):**
- [ ] The business is Individual
- [ ] The business is a Partnership
- [ ] The business is a Non-Profit
- [ ] The business is a Joint-Venture
- [ ] The business is a Corporation incorporated under the laws of the State of ______________
- [ ] The business is full-time
- [ ] The business is part-time
- [ ] The business is not a certified Disadvantaged Business (DBE)
- [ ] Business is a certified DBE
- [ ] DBE was certified by State DOTPF
- [ ] DBE was certified by the Municipality of Anchorage
- [ ] Business is an 8(a)/WBE/MBE and is certified by SBA
- [ ] Business was certified by ________________________________
- [ ] DBE Certification # is ________________________________

**Firms Annual Gross Receipts:**
- [ ] <$500,000
- [ ] $500,000 - $999,999
- [ ] $1,000,000 - $4,999,999
- [ ] $5,000,000 - $9,999,999
- [ ] $10,000,000 - $16,999,999
- [ ] >$17,000,000

Completed by: ______________________________ Title: ______________________________

Signature: ________________________________ Date: ________________________________
APPENDIX F

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 G

## TERMS AND CONDITIONS

General Terms and Conditions Applicable to ARRC Contracts

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<td>Payments</td>
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### 1 Inspection and Reports

ARRC may inspect all 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 reports as required by the ARRC.

### 2 Disputes
All disputes arising under this contract which are not disposed of by mutual agreement shall be resolved in accordance with the procedures set forth in ARRC Procurement Rule 1800.1

3 Equal Employment Opportunity

3.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, or national origin, or because of the person’s age, physical or mental disability, sex, marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood, insofar as required by applicable law. The Contractor shall take affirmative action to insure that applicants are considered for employment without unlawful regard to their race, color, religion, national origin, physical or mental disability, age, sex, marital status, changes in marital status, pregnancy or parenthood, insofar as required by applicable law. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

3.2 The Contractor shall state, in all solicitations or advertisements for employees to work on ARRC contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without unlawful regard to race, religion, color, national origin, age, physical or mental disability, sex, marital status, changes in marital status, pregnancy or parenthood, insofar as required by applicable law. The Contractor shall take affirmative action to insure that applicants are considered for employment without unlawful regard to their race, color, religion, national origin, physical or mental disability, age, sex, marital status, changes in marital status, pregnancy or parenthood, insofar as required by applicable law. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

3.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representatives of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

3.4 The Contractor shall include the provisions of this article in every subcontract hereunder, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including these provisions in any contract or subcontract, as required by this contract, "Contractor" and "Subcontractor" may be changed to reflect appropriately the name of designation of the contract or subcontract.

3.5 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 any federal, state, or local civil rights enforcement agency with appropriate jurisdiction over this project or any of its officers or agents, relating to prevention of discriminatory employment practices.

3.6 Full cooperation in Paragraph 3.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any appropriate official or agency; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by appropriate agency, participating in meetings, submitting periodic reports on the equal employment aspects of present and future employment, assisting in the inspection of the Contractor’s facilities; and promptly complying with all State directives considered essential by appropriate official or agency to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

3.7 Failure to perform under this article constitutes a material breach of the contract.

4 Cancellation/Termination

4.1 ARRC may at any time cancel this contract in whole or in part for its convenience upon thirty (30) days written notice to Contractor. Upon cancellation, (a) as to supplies or services completed prior to receipt of notice, ARRC shall pay Contractor the prorated portion of the total contract price and (b) as to work in progress prior to receipt of notice, ARRC shall pay Contractor only for direct expenditures on work specifically identified to this contract. 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.

4.2 If the Contractor refuses or fails to timely perform as specified in this contract and does not cure such failure within a period of ten (10) days after ARRC provides notice of such failure, ARRC may, at its option, terminate in whole or in part this contract. In this event, ARRC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, tools and machinery on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the ARRC resulting from the Contractor's refusal to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the ARRC in completing the work.

5 No Assignment or Delegation

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except upon the prior written consent of ARRC.

6 No Additional Work or Material

ARRC will not pay for additional work or material not specifically required in this contract unless the extra work or material is authorized in writing by ARRC.

7 Independent Contractor

The Contractor and all of its agents and employees act in an independent capacity and are not officers, employees, or agents of ARRC in the performance of this contract.

8 Payment of Taxes

As a condition of contract performance, the Contractor shall timely pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any Subcontractor in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by ARRC under this contract.

9 Ownership of Work Products

All exhibits, drawings, specifications, notes, artwork, pleadings, and memoranda and other work products and non-expendable property produced or purchased under this contract are the property of ARRC, except as otherwise stated in the contract. Payments to the Contractor include full compensation for all such products produced or acquired by Contractor and its subcontractors.

10 Governing Law

The interpretation and enforcement of this contract shall be governed by the laws of the State of Alaska and any federal law where applicable. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska, Third Judicial District at Anchorage.

11 Officials Not to Benefit

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 must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

12 Covenant Against Contingent Fees
The 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 Nondisclosure of Confidential Information

Contractor acknowledges and agrees that any information, data, figures, projections, estimates, reports, and the like, received, obtained, or generated by contractor in 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 express written consent of ARRC.

14 Notice

Where these terms and conditions require written notice such notice may be sent by fax or by certified mail-return receipt requested.

15 Entire Agreement

These general terms and conditions along with those contained in any bid/proposal accepted by ARRC, the solicitation specifications, the purchase order, award notice, and any documents referred to therein, constitute the entire agreement between Contractor and ARRC, and supersedes all prior understandings, transactions, and communications, whether oral or written, with respect to the matters referred to herein. No modification, alteration, or amendment of this agreement shall be binding upon ARRC unless in writing and signed by ARRC’s authorized representative.

16 Indemnification

The Contractor 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, or negligent or wrongful acts of the Contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

17 Insurance (Service Contracts Only)

Without limiting Contractor’s obligation to indemnify ARRC, 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 ARRC prior to beginning work and must provide for a thirty (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.

17.1 Workers’ Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, workers’ compensation insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers’ 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 that $100,000 per person, $100,000 per occurrence. Where applicable, coverage mandated by federal statutes (e.g. U.S.L.& H. and Jones Acts) must also be included.

17.2 Comprehensive (Commercial) General Liability Insurance: with coverage limits not less than $1,000,000
combined single limit per occurrence and $2,000,000 annual aggregate where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

17.3 **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.

17.4 **Product liability** Contractor is required to carry product liability insurance and Garage Keepers standard insurance at $2,000,000.

**18 Conflict of Interest**

Contractor shall act to prevent any actions or conditions that 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. Contractor's efforts shall include, but shall not be limited to, establishing precautions to prevent its employees or agents from making, providing or offering gifts, entertainment, payments, loans or other considerations to ARRC employees for any purpose whatsoever.

**19 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.

**20 Audit**

The 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.

**21 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. In addition, Contractor shall cause its affiliated or associated companies and its agents and/or subcontractors to maintain such controls, records and accounts.

**22 Labor Disputes**

22.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, Contractor shall immediately provide all relevant information, to ARRC.

22.2 In the event of a strike, slow down, "sick out" or work stoppage for any reason, ARRC shall have the right to immediately terminate this contract.

22.3 Contractor shall include the substance of this clause in any subcontract to which a labor dispute may delay the timely performance of this contract.

**23 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 the term force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

24 Changes

ARRC may at any time, by written notice to Contractor, and without notice to the sureties, if any, make changes within the general scope of this contract. These changes may include issuing additional instructions, requiring additional supplies/services or directing the deletion of supplies/services covered by this contract. If such changes result in an increase or decrease in Contractor's cost or in the time for performance, an equitable adjustment shall be made and this contract shall be modified in writing accordingly.

25 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.

26 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.

27 Nonwaiver

ARRC's failure or delay (a) to insist upon strict performance of any of the provisions of this contract, (b) to exercise any rights or remedies provided by this contract or by law, or (c) to notify Contractor of any breach of or default under this contract (as well as the making of, or failure or delay to make, any inspection, test, review, approval or acceptance of, or payment for, any contract performance) shall not release or relieve Contractor from any of its obligations or warranties under this contract and shall not be deemed a waiver of any right of ARRC to insist upon strict performance of this contract or any of the rights or remedies of ARRC; nor shall any purported oral modification or rescission of this contract by ARRC operate as a waiver of any of the provisions of this contract. The rights and remedies of ARRC set forth in any provision of this contract are in addition to any other rights or remedies afforded to ARRC by any other provisions of this contract, by suppliers or by law.

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

29.1 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.

29.2 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.

29.3 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.

29.4 The original Bill of Lading shall be mailed to the attention of ARRC Financial Services 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. 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.

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 or services.

35 Warranty

The Contractor shall warrant the supplies offered as follows:

35.1 Contractor warrants that: (a) the supplies shall be of good quality and free from all defects and deficiencies in workmanship, material and design; (b) the supplies shall be fit, suitable and operate successfully for their intended purpose; (c) all equipment, components, parts, materials, goods and other items incorporated in the supplies shall be new; (d) the supplies shall be free from all liens, claims, demands, encumbrances and other defects in title; and (e) the supplies shall conform to the specifications of this contract.
35.2 ARRC requires that successful bidders/offerees honor all guarantees and warranties offered by the manufacturer of the supplies.

36 Claims Procedure

Any claim of Contractor for damages, additional compensation, or extension of time, whether under this Contract or otherwise, against ARRC, shall be conclusively deemed to have been waived by Contractor unless a timely written claim therefore is made pursuant to and in strict accordance with the provisions of ARRC Procurement Rule 1800.1

37 No Partnership

This Contract shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligations or liability upon either party.

38 Set Off

If ARRC has any claim against a Contractor, it may set off the amount of such claim against any amount due or becoming due under this contract.

39 Payments

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

ALASKA RAILROAD CORPORATION
SERVICE BID FORM of

NAME ______________________________________________________
ADDRESS ____________________________________________________

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

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

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

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

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

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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 395-0129 (12/99) Facsimile Number _______________________

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ATTACHMENT: BRIDGE 174.3 BALLAST DECK CONVERSION PLAN & SPECIFICATIONS PAGES 1 THRU. 6 DRAWINGS