



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

April 18, 2022

INVITATION TO BID 22-28-209780

RAILBELT FUEL SUPPLY AND DELIVERY

Response Requested,

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

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

Company _____

Address _____

Contact _____

Phone _____

Fax _____

Email address _____

Website: www.alaskarailroad.com



INVITATION TO BID (ITB) NUMBER: 22-28-209780

RAILBELT FUEL SUPPLY AND DELIVERY

THIS IS NOT AN ORDER

DATE ITB ISSUED: APRIL 18, 2022

SEALED BIDS WILL BE RECEIVED AT:

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

SEALED BIDS MUST BE SUBMITTED TO THE ABOVE ADDRESS PRIOR TO 3:00 PM ON MAY 09, 2022, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

The Alaska Railroad Corporation ("ARRC") is soliciting bids from interested parties to supply fuel and fuel cartage services as specified herein. Interested parties are invited to submit a bid to provide said services to ARRC. Bids must be submitted on the bid forms contained herein and must be mailed or delivered to the above address. Bids received via facsimile transmission will be considered non-responsive. The bid shall be in a sealed envelope with the bid number 22-28-209780 clearly printed on the face of the envelope. Bids must be complete and in U.S. dollars. See instructions and conditions enclosed herein.

PRE-BID Conference: A Pre-Bid Conference is scheduled for **April 26, 2022 at 10:00 AM**; the conference will be held virtually at

<https://akrr.webex.com/akrr/j.php?MTID=m3113b00f72f5c9fa87d8a66003678d28>

This is not a mandatory meeting, although interested firms are encouraged to participate. A bidder's failure to attend the pre-bid conference will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB.

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

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

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

ARRC Disadvantaged Business Enterprise (DBE) Program: ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). The ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation on federal contracts of 4.0 % in FY 2022-2024. If this contract is funded in whole or in part by funds from the FTA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



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

Sincerely,

Timothy Bates
Contract Administrator
Alaska Railroad Corporation

INDEX

APPENDIX A:	REQUIRED DOCUMENTS
APPENDIX B:	MINIMUM QUALIFICATIONS & PREFERENCES
APPENDIX C:	SPECIFICATIONS
APPENDIX D:	CONTRACTORS RESPONSIBILITY QUESTIONNAIRE
APPENDIX E:	STANDARD INSTRUCTIONS AND CONDITIONS FOR THE SUBMISSION OF BIDS TO THE ALASKA RAILROAD CORPORATION
APPENDIX F:	GENERAL TERMS AND CONDITIONS (General Service Contracts)
APPENDIX G:	SPECIFIC TERMS AND CONDITIONS
APPENDIX H:	COST SCHEDULE
APPENDIX I:	SERVICE BID FORM
ATTACHMENT:	ARRC Equipment, Railcar and Locomotive Remote Fueling Procedures - Revised 05-11-21 (6 pages)

APPENDIX A

REQUIRED DOCUMENTS

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

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

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

1. Cost Schedule: Appendix H & attached MS Excel spreadsheet
2. Bidders Questionnaire: Appendix D
3. Service Bid Form: Appendix I

APPENDIX B

MINIMUM QUALIFICATIONS/PREFERENCES

MINIMUM QUALIFICATIONS

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

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

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

PREFERENCES

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

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

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

APPENDIX C

SCOPE OF WORK

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

BASIS OF DELIVERY AND ORDERING METHOD

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

- "As Needed" deliveries shall be made within eight (8) hours of notification, four (4) hours for locomotive fueling in Anchorage, Fairbanks, Seward and Talkeetna. Time is of the essence for such deliveries and it is expected that the contractor exercise their "best efforts" to deliver as soon as possible.
- "Keep Full" means that tanks will be maintained by the Contractor to be not less than 25% full at any time. The Anchorage Locomotive Fuel Bulk Tank is expected to be dispatched to be filled if it falls below 50% full. ARRC will not pay for failed deliveries. See table below for a list of "Keep Full" tank locations.

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

ARRC standard hours of operation for fuel deliveries are as follows, any request for delivery in these hours will be exempt from any after-hours call-out fees.

- Anchorage Yard
 - o Winter Hours (October 16 – April 14) 0800 – 1700, Mon-Fri
 - o Summer Hours (April 15 - October 15) 0600 – 1800 , Sun-Mon (7 days per week)
- Fairbanks Yard, year round (vendor may choose either schedule)
 - o 0600 – 1800, Mon-Fri
 - Or
 - o 0700 – 1700, Mon-Fri & 0900 – 1300 Sun
- All other locations, year round (broader hours are welcome)
 - o 0700 – 1700, Mon-Fri

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

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

1. A shipping address to the location of the tank(s), drum(s) or equipment to be serviced
2. The type of fuel to be delivered into each tank or vessel

3. A contact name and phone number at delivery location

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

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

“KEEP FULL” FUEL TANK LOCATIONS

Keep full orders are generally only placed one time. Once placed, it is the contractor’s responsibility to ensure the tank is never less than 25% full. The Anchorage Locomotive Fuel Bulk Tank is expected to be dispatched to be filled if it falls below 50% full.

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

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

Location	Size (Gallons)	Fuel Type
Seward Dock	1,000	Heating Oil #1
Seward Roundhouse	1,000	Heating Oil #1
Whittier	1,000	ULSD
Portage	3,000	ULSD
Anchorage (Loco Fuel)	2 X 30,000	ULSD
Anchorage (Barrel Farm)	2,000	ULSD
Anchorage (TOFC)	400	ULSD
Talkeetna	1,000	ULSD
Hurricane (Section House)	1,000	Heating Oil #1
Hurricane	1,000	Gasoline
Hurricane	3,000	ULSD
Hurricane (Power Connex)	5,000	ULSD
Hurricane (Switch Heaters)	2 X 4,000	Heating Oil #1
Hurricane crossing	500	ULSD
Cantwell (Section House)	500	Heating Oil #1
Cantwell	1,000	ULSD
South Denali	500	ULSD
Healy	500	Heating Oil #1
Healy (Equipment)	1,000	ULSD
Nenana	500	Heating Oil #1
Fairbanks	1,000	ULSD
Fairbanks (UAF TOFC)	500	ULSD
Fairbanks (Ops Center)	1,000	Heating Oil #1

LOCOMOTIVE FUELING

Wet-hosing locomotives will be on an “As Needed” basis, primarily in Fairbanks year round, and the Anchorage area, which includes Birchwood, during the summer. Fairbanks and Anchorage area locomotive fueling will have a minimum delivery quantity of 1,500 gallons. Some remote locomotive fueling will be required and the lower minimum delivery quantities for those locations are listed on the Cost Schedule.

HISTORICAL CONSUMPTION

The historical consumption provided is for information purposes only and does not constitute a guarantee of similar volume in the future.

Standard Locomotive Fueling
ANC Area includes Birchwood

2019 Locomotive Fuel (ULSD Gallons)

	ANC Bulk Tank	ANC Area Wet Hose	FAI Wet Hose	Grand Total
Jan	184,655		32,836	217,491
Feb	175,211		29,215	204,426
Mar	197,527		33,357	230,884
Apr	167,085	8,001	23,810	198,896
May	258,820	26,512	24,647	309,979
Jun	276,232	30,199	20,098	326,529
Jul	308,815	18,491	22,526	349,832
Aug	289,270	13,498	26,223	328,991
Sep	240,420	17,300	30,326	288,046
Oct	136,968	26,079	20,553	183,600
Nov	153,631		32,609	186,240
Dec	168,172		33,005	201,177
Total	2,556,806	140,080	329,205	3,026,091

2020 Consumption omitted due to COVID-19

2021 Locomotive Fuel (ULSD Gallons)

	ANC Bulk Tank	ANC Area Wet Hose	FAI Wet Hose	Grand Total
Jan	141,040		29,008	170,048
Feb	147,588		30,410	177,998
Mar	166,419		36,751	203,170
Apr	151,590		30,411	182,001
May	136,800	12,005	19,602	168,407
Jun	187,141	19,790	21,849	228,780
Jul	218,803	10,805	18,296	247,904
Aug	189,453	21,398	19,948	230,799
Sep	195,018	12,004	23,008	230,030
Oct	162,886	7,797	21,030	191,713
Nov	164,971		32,828	197,799
Dec	161,753		38,330	200,083
Total	2,023,462	83,799	321,471	2,428,732

Seasonal Passenger Train Locomotive Remote Fueling
 No seasonal passenger trains in 2020-2021 due to COVID-19

	Gallons			
	2017	2018	2019	Grand Total
Seward / Cruise Train	76,888	94,060	84,595	255,543
Talkeetna / Hurricane Turn	13,486	12,805	13,127	39,418
Grand Total	90,374	106,865	97,722	294,961

As-Needed Equipment Fueling and Keep-Full Tanks

Equipment Fuel Type / Location	Gallons					
	2017	2018	2019	2020	2021	Total
ULSD	142,304	145,594	142,792	155,586	145,159	731,434
ANC Bldg 29 Tank	18,009	19,886	15,658	19,792	20,819	94,164
Cantwell Equip Tank	6,037	4,949	7,036	8,530	3,957	30,509
Fairbanks Equip Tank	39,692	42,326	43,656	43,543	35,087	204,303
Healy Equip Tank	7,164	4,857	4,835	6,979	5,283	29,118
Hurricane Equip Tank	10,407	11,932	15,236	18,425	17,176	73,175
Portage Tank	13,050	13,318	10,328	9,328	20,632	66,656
ANC TOFC	31,753	32,567	33,098	28,667	22,969	149,054
UAF Coal / Car Mover	3,333	2,419	2,907	3,068	2,450	14,177
Whittier Equip Tank	12,860	13,341	10,037	17,254	16,786	70,278
Unleaded	4,754	4,423	5,889	8,491	5,318	28,875
Hurricane Unleaded Tank	4,754	4,423	5,889	8,491	5,318	28,875
Grand Total	147,058	150,017	148,681	164,076	150,477	760,309

TYPES OF FUEL TO BE PURCHASED UNDER THIS ITB

Ultra-Low Sulfur Diesel Fuel #1:

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

Ultra-Low Sulfur Diesel Fuel #2:

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

Heating Oil #1:

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

Unleaded Gasoline, 87 Octane:

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

APPENDIX D

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

PART I - INSTRUCTIONS

- 1. All Bidders/Proposers submitting a Bid/Proposal for federally funded contracts are to complete and submit all Parts of this Questionnaire with their Bid or Proposal. Failure to complete and return this questionnaire, any false statements, or failure to answer question when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. All information must be legible.
- 2. Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question.
- 3. The completed Questionnaire must be sworn to by a partner (if partnership), a duly authorized officer or individual (if a corporation or LLC), or a principal (if a sole proprietorship).
- 4. The term "Proposer" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".
- 5. ARRC reserves the right to inquire further with respect to Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by ARRC. Any response to this document prior or subsequent to Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract if it is awarded to Proposer.

PART II - IDENTITY OF PROPOSER

- 1. Proposer's Full Legal Name: _____
- 2. The Proposer represents that it operates as the following form of legal entity: (Check whichever applies and fill in any appropriate blanks.)
 - an individual or sole proprietorship
 - a general partnership
 - a limited partnership
 - a joint venture consisting of: _____
and _____
(List all joint ventures on a separate sheet if this space is inadequate.)
 - a non-profit organization
 - a corporation organized or incorporated under the laws of the following state or country:
_____ on the following date:

 - a limited liability company organized under the laws of the following state or country:
_____ on the following date:

- 3. Proposer's federal taxpayer identification number: _____
- 4. Proposer's Alaska business license number: _____
- 5. Proposer's contractor's license number (for construction only): _____
- 6. Proposer's legal address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

- 7. Proposer's local or authorized point of contract address:
 Name: _____ Title: _____
 Address: _____
 Telephone Number: (____) _____ Fax Number: (____) _____

8. How long has the Proposer been in business? _____

9. Has Proposer been in business under another name? If so, identify name and dates used.

10. Does your firm consider itself to be an MBE, WBE or DBE?

YES NO

If answer is "YES," attach a copy of certification.

11. Number of employees: _____ including _____ employees in the State of Alaska.

PART III - CONTRACTING HISTORY

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

YES NO

2. Has the Proposer been awarded any private sector contracts within the last five years for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No." If yes, on a

separate sheet of paper provide the name and address of the contracting entity, a brief description of work, the dollar amount at award and at completion, date completed, status of the contract and name, address and telephone number of contact person as to each, beginning with the most recent. Indicate if Proposer acted as prime contractor or joint venture. Proposers need not provide more than three such descriptions.

YES NO

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

3. In the past five years has the Proposer been the subject of any of the following actions?

A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?

YES NO

B. Failed to complete a contract for a public or private entity?

YES NO

C. Been denied a low-bid contract in spite of being the low bidder?

YES NO

D. Had a contract terminated for any reason, including default?

YES NO

E. Had liquidated damages assessed against it during or after completion of a contract?

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

PART IV-CIVIL ACTIONS

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS

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

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

YES NO

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?
YES NO

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?
YES NO

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?
YES NO

E. Non-compliance with the prevailing wage requirements of the State of Alaska or similar laws of any other state?
YES NO

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?
YES NO

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?
YES NO

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?
YES NO

I. Do any principals, officers or partners in Proposer's company have any felony charges pending against them that were filed either before, during, or after their employment with the Proposer?
YES NO

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

A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?
YES NO

B. Been cited and assessed penalties for an OSHA or Alaska/OSHA "serious violation"?
YES NO

C. Been cited for a violation of federal, state or local environmental laws or regulations?
YES NO

D. Failed to comply with Alaska corporate registration, federal, state or local licensing requirements?
YES NO

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

YES NO

PART VI-FINANCIAL

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

1. Proposer's current Alaska Business License, if required by state law.

2. Proposer's Financial Statements may be requested:

A. PUBLICLY TRADED COMPANIES: Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the Proposer.

B. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years **may be requested.**

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

PART VII -VERIFICATION AND ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

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

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

Signature of Certifying Individual

Date

Subscribed and sworn to before me this _____ day of _____, 20__

Signature of Notary
Notary Public in and for the State of _____

My Commission Expires: _____

NOTICE TO PROPOSERS

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

APPENDIX E

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

1. Method of Bidding

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

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

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

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

3. Amendments

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

4. Submission of Bids

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

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

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

5. Explanation to Prospective Bidders

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

ARRC, such information is deemed necessary to submit bids or if the lack of it would be prejudicial to other prospective bidders

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

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

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

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

7. Preparation of Bids/Proposals

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

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

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

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

8. Evaluation of Bids and Contract Award

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

9. Reservations

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

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

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

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

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

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

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

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

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

10. Aggrieved Bidder

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

11. Incurred Costs

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

12. Availability of Funds

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

13. Public Information

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

14. Price

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

APPENDIX F

GENERAL TERMS AND CONDITIONS (General Service Contracts) (Revised 4/29/08)

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

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

"Contractor" shall mean the person or entity entering into the contract to perform the work or services specified therein for ARRC.

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

"Services" shall mean any work, labor, time, effort or other services furnished by Contractor to ARRC under the contract.

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

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

4. Nondiscrimination.

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

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

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

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

5. Cancellation/Termination.

5.1 ARRC may, for its sole convenience, cancel this contract in whole or in part, at any time by giving written notice of its intention to do so. In the event of such cancellation, Contractor shall be entitled to receive payment in accordance with the payment provisions of this contract for services rendered or charges incurred prior to the effective date of termination. Contractor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. In no event shall ARRC be liable for unabsorbed overhead or anticipatory profit on unperformed services.

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

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

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

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

5.3 Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all service and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to ARRC all reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or in process, accumulated by Contractor in performance of the contract. In the event of termination for default, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid

balance of the amount to be paid on this contract exceeds the expense of finishing the work, compensation for additional managerial and administrative services and such other costs and damages as ARRC may suffer as a result of Contractor's default, such excess shall be paid to Contractor. If such expense, compensation, costs and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the differences to ARRC. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. No Assignment or Delegation. The Contractor may not assign, subcontract or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the prior written consent of ARRC. The hiring or use of outside services, subcontractors or consultants in connection with the work shall not be permitted without the prior written approval of ARRC. No such approval shall relieve Contractor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Contractor's relationship to ARRC in performing this contract is that of an independent contractor and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The personnel performing services under this contract shall at all times be under Contractor's exclusive direction and control and shall be employees of the Contractor, and not of ARRC.

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

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

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

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

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

11. Non-Disclosure of Confidential Information. Contractor acknowledges and agrees that for and during the entire term of this contract, any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor pursuant to the performance of this contract shall be considered and kept as the private, confidential and privileged records of ARRC and will not be divulged to any person, firm, corporation, regulatory agency or any other entity except upon the prior written consent of ARRC. Furthermore, upon termination of this contract, Contractor agrees that it will continue to treat as private, privileged and confidential any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor during the term of the contract and will not release any such information to any person, firm, corporation, regulatory agency or any other entity, either by statement, deposition or as a witness except upon the express written authority of ARRC. ARRC shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

Contractor's agreement of non-disclosure as specified in this section applies except to the extent required for (1) performance of services under this contract; (2) compliance with standards of conduct for preservation of the public safety, health, and welfare (so long as Contractor has given ARRC prior notice of the potential hazard and ARRC has had a reasonable opportunity to correct the hazard prior to disclosure); (3) compliance with a court order or subpoena directed against Contractor (so long as Contractor has given ARRC prior notice of such and ARRC has had an opportunity to contest the same in a court of law); or (4) Contractor's defense against claims arising from performance of services under this contract.

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

13. Standard of Performance. Contractor shall perform its services with care, skill and diligence in accordance with normally accepted industry standards and shall be responsible for the quality, accuracy, and completeness all services furnished under this Contract. Contractor shall comply with all applicable federal, state and local laws and ordinances, codes, and regulations in performing its services. If any failure to meet the foregoing standard of performance appears within one (1) year after the services are accepted by ARRC, Contractor shall, at a minimum, reperform the work at no cost to ARRC and shall reimburse ARRC for any additional costs that may be incurred by ARRC or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to reperform the work, or if ARRC determines that Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, ARRC may correct such unsatisfactory work itself or by the use of third parties and charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

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

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

15. Indemnification. Contractor shall defend, indemnify and hold ARRC harmless from and against all claims and actions asserted by a third party (or parties) and related damages, losses and expenses, including attorney's fees, arising out of or resulting from the services performed or neglected to be performed by Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this contract and caused by any error, omission or negligent act, provided that Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the independent negligence of ARRC. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of ARRC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than ARRC's selection, administration, monitoring, or controlling contractor and in approving or accepting Contractor's work.

16. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, ARRC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the ARRC contracting officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

16.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, worker's compensation insurance as required by applicable law. The Contractor shall be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.

16.2 Comprehensive (Commercial) General Liability Insurance: Covering all errors, omissions or negligent acts of the Contractor, its subcontractor(s) or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to ARRC. Said policy shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements and shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees. Combined single limits required are per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$ 500,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$1,000,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$2,000,000 per Occurrence/Annual Aggregate
Over \$1,000,000	Negotiable-Refer to Risk Management

16.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

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

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

19. Savings Clause. If any one or more of the provisions contained in 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.

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

21. Forum Selection. The parties shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of the contract, to recover damages for breach or default under the contract, or otherwise arising under or by reason of the contract, other than in the courts of the State of Alaska for the Third Judicial District at Anchorage. The parties hereby irrevocably consent to the jurisdiction of said courts.

22. Conflict of Interest. Contractor shall act to prevent any actions or conditions which could result in a conflict with ARRC's best interests. This obligation shall apply to the activities of Contractor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.

23. Publicity. Contractor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and/or services furnished under this contract without the prior written consent of the ARRC.

24. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Contractor in accordance with the provisions of ARRC Procurement Rule 1600.10.

25. Internal Controls and Record Keeping. Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.

26. Force Majeure. Neither ARRC nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1) notice and reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied

so far as possible with reasonable dispatch. The term “force majeure” shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

27. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.

28. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.

29. Set Off. If ARRC has any claim against the Contractor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming due under this contract.

30. Observance of Rules. The Contractor’s personnel performing work or services hereunder on ARRC’s premises shall observe all fire prevention, security, and safety rules in force at the site of the work. ARRC may, in writing, require the Contractor to remove from the work site any employee ARRC deems to be incompetent, careless, or otherwise detrimental to the progress of the work, but ARRC shall have no duty to exercise this right.

31. No Third-Party Beneficiary Rights. No provision of this contract shall in any way inure to the benefit of any third parties (including the public at large) so as to constitute any such person a third-party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

32. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both ARRC and the Contractor.

33. Key Personnel Changes. Contractor shall secure prior written approval from ARRC for any changes of key personnel assigned to perform services under this contract. ARRC reserves the right to reject any of Contractor’s employees whose qualifications and/or experience in ARRC’s good faith and reasonable judgment do not meet the standards necessary for the performance of the services required under this contract.

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

APPENDIX G SPECIFIC TERMS AND CONDITIONS

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

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

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

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

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

Term: Term of a contract will be in effect for one year with the Alaska Railroad Corporation's option to renew for four additional one year terms. Effective start date for this work will be June 1, 2022

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

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

Price Escalation:

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

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

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

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

APPENDIX H
ITB #22-28-209780
RAILBELT FUEL SUPPLY AND DELIVERY
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.

FUEL SALES AND DELIVERY – Locomotive Fueling, As Needed Equipment Fueling and Keep Full tanks

“Locomotive Fueling” consists of wet-hosing operations and these services are subject to the “As Needed” delivery timeline requirements outlined in Appendix C. Locomotive wet-hosing deliveries shall be made within four (4) hours of notification in Anchorage, Fairbanks, Seward and Talkeetna.

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

“Keep Full” fueling is required for the ground fuel tanks and means that tanks will be maintained by the Contractor to be not less than 25% full at any time. The Anchorage Locomotive Fuel Bulk Tank is expected to be dispatched to be filled if it falls below 50% full.

Bids will be evaluated on the per gallon mark-up. This fee must include all of the vendor’s fixed and variable costs such as overhead, handling, delivery costs, fees, profit, etc. Please complete all required fields and indicate “No Bid” for products and/or locations you do not wish to service.

The “Per Gallon Markup” is the premium the vendor will apply to the Pacific Northwest (PNW) Oil Price Information Service (OPIS) SPOT DIESEL ULS NO. 2 CLOSE published index for \$US/gallon. This markup must include all of the vendor’s fixed and variable costs such as overhead, handling, delivery costs, fees, profit, etc.,

**Please complete and return the attached MS Excel spreadsheet
with your firm’s bid prices along with this signed appendix**

(Page 1/2)

**APPENDIX H
ITB #22-28-209780
RAILBELT FUEL SUPPLY AND DELIVERY
COST SCHEDULE**

AWARD CRITERIA:

An award of a contract will be made to the low, responsive, responsible bidder(s) that meet(s) the requirements as set forth in the specifications and compliance thereof and shall be based on the lowest delivered cost. An award will be made by location or by line item, whichever is deemed by the Contract Administrator to be in the best interest of the ARRC.

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

BIDDER'S NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME OF AUTHORIZED SIGNER: _____

DATE: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

(Page 2/2)

