



**ALASKA RAILROAD CORPORATION**  
327 W. Ship Creek Ave.  
Anchorage, AK 99501.

**May 18, 2020**

**Addendum 2**

ITB # 20-20-207733

Lidar Track Imaging and Ground Penetrating Radar

Addendum number 2 is issued for Questions and the inclusion of Appendix H: Supplemental Terms and Conditions.

**The Closing Date for this has changed. This ITB will close as follows:  
Proposals will be received until May 21, 2020 @ 5:00 PM local Alaska time.**

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**Questions:**

1. The Invitation states that ARR anticipates a one term period for the data collection and possible multiple year contract for the data processing. Please clarify what, if any, data processing/analysis is required to be included in the Cost Schedule rates.  
**The analysis is listed per mile as we will not require all of it immediately. ARRC will determine how much it requires and pay for it as needed.**
2. Pending an explanation of data processing requirements, please clarify the specific metrics that ARR requires to be analyzed (ballast volumes / drainage / clearance / asset mapping).  
**The GPR survey and analysis must identify areas of fouled ballast. The GPR data shall provide information for assessing the type of maintenance needed, such as shoulder ballast cleaning versus full-depth undercutting. The analysis must cover the entire ballast section, shoulders, cribs and below tie. The results must be presented as a ballast fouling index to aid prioritization of remedial action. The GPR data shall provide detailed ballast fouling ratings at intervals down to a few feet. The GPR data shall also provide information on subgrade deformation (such as ballast pockets and shoulder heaves), layer composition and moisture content and the adequacy of the internal drainage characteristics of the track. The results must include layer thickness and configuration. The results must also identify the presence, location and magnitude of moisture in the subgrade. Areas with ballast pockets must also be identified.**
3. Please clarify the meaning of the term 'mid-level analysis' so that we can focus on your exact requirements for the purpose of the tender. **Please see question #2 above.**
4. Please confirm your definition of 3 channel and 1 channel. We assume GPR antennas located in the center and at the end of each tie or in the center only, respectively.  
**3-channel GPR system shall collect GPR data at the track center and along each shoulder.**

5. Item 3 in the Cost Schedule requests a day rate for LiDar analysis and Track Imaging. Should this include data capture and analysis?  
LiDAR data collection, analysis and right-of-way imaging shall provide a scan of the right-of-way to determine shoulder conditions, drainage ditch location and depth, and cut/fill conditions. This track topography shall then be used in conjunction with the GPR data to identify and determine root causes for track substructure issues. In addition, the LiDAR information must provide data on the width and height of the ballast shoulder to determine the volume of excess or needed ballast.
6. Does ARR have its own required safety training to be undertaken? If so is this an online or classroom based course. No, the R.W.P. online class is required, please see page 7 of the ITB for additional measures.
7. We assume that due to the 'specialist' nature of the equipment crew, there will be no requirement to adopt specific elements of the published prevailing wage rates. Please advise.  
Correct there are no requirements for prevailing wages.
8. Does Alaska RR have a hi-rail vehicle available for use? No, please see addendum #1.
9. The General Terms & Conditions included in the Invitation to Bid contain a statement that they supersede the terms and conditions on the reverse side of ARRC's purchase order to the extent that they are inconsistent there with. Please provide a copy of the referenced PO terms & conditions.  
There are no longer terms and conditions on the reverse side of the P.O. The General Terms and Conditions contained in the ITB prevail.
10. In light of COVID 19, how does the Owner intend to handle delays or other impacts that may result from this issue that currently has an unknown duration?  
ARRC will follow state safety requirements at the time the work is scheduled to be done, delays will be considered on a case by case basis.

Please See Appendix H: Supplemental Conditions attached below.

All other terms and conditions remain unchanged.  
If there are any questions regarding this addendum please let me know.

Thank you,

Greg Goemer  
Sr. Contract Administrator  
Alaska Railroad Corporation

## APPENDIX H

### SUPPLEMENTAL TERMS AND CONDITIONS

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

**Duty to Seek Clarification:** ARRC shall not be held responsible for a Bidder's lack of understanding of what is required by the Invitation to Bid. Should a Bidder not understand any aspect of the Invitation to Bid, or require further explanation or clarification regarding the intent or requirements of the same, it shall be the responsibility of the Bidder to seek clarification from ARRC prior to submitting his or her Bid.

**Terms and Conditions:** Any resulting contract from this Invitation to Bid shall incorporate the general 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.

**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.

**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.

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

**Adendums:** 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/offerors responsibility to ascertain prior to submitting a bid/proposal that he/she has received all adendums issued.

**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.

**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.

**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.

**Terms and Conditions:** Any resulting contract from this Invitation to Bid shall incorporate the general terms and conditions contained in this bid package.

**Qualification of Bidders:** Pursuant to ARRC Procurement Rule 1600.3, before a Bid is considered for award, ARRC may request a Bidder to submit information regarding the Bidder's capability in all respects to fully perform the contract requirements or the individual integrity and reliability which will assure good faith performance. Such information shall include the Bidder's prior experience in performing comparable Work, the availability of necessary financing, equipment, facilities, expertise and personnel to perform the Work and whether he or she has ever been terminated or defaulted on similar work.

**Submission of Bids:** If a bidder is unable to email their bid, prior to the closing time and date they must contact the contracting officer and a Drop Box file location will be provided.