



VEGETATION CONTROL SERVICES

REQUEST FOR PROPOSALS
No. 25-03-212583

JANUARY 14, 2025

ALASKA RAILROAD CORPORATION
327 WEST SHIP CREEK AVENUE
ANCHORAGE, ALASKA 99501



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
Phone 907-265-4470
Cell 907-502-0007
GRAHAMC@AKRR.COM

January 14, 2025

REQUEST FOR PROPOSAL 25-03-212583

VEGETATION CONTROL SERVICES

Response Requested,

This form must be completed and returned to ensure receipt of future addenda or additional information. Email this form to: GRAHAMC@AKRR.COM. Addenda will be emailed to the contact listed below; however, it is the responsibility of the offeror to make sure they have received all addenda, and have acknowledged all addenda on their Proposal Bid Form.

Firms that have not returned this cover sheet will not be informed of addenda and will only be alerted to addenda by checking with the ARRC procurement officer or by checking ARRC's internet site: www.alaskarailroad.com. Offerors must acknowledge the receipt of all issued addendum on their Proposal Bid Form.

Company _____
Address _____

Contact _____
Phone _____
Fax _____
Email _____

Website: www.alaskarailroad.com



**Alaska Railroad Corporation
327 W. Ship Creek Avenue,
Anchorage, AK 99510-7500
Telephone 907.265.4470 Cell 907.502.0007**

January 14, 2025

REQUEST FOR PROPOSALS

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

25-03-212583 VEGETATION CONTROL SERVICES

IMPORTANT

Proposals will be received until **3:00 PM LOCAL TIME on Monday, February 3, 2025 via Dropbox.**

One electronic copy of your firm's Proposal must be submitted using Dropbox. Proposals shall be submitted to the Dropbox link <https://www.dropbox.com/request/uatFUcDkyDrXekQQJFks> by proposal due date/time. It is the offeror's responsibility to verify with the Contract Administrator that their proposal was received timely. If your firm has restrictions on Dropbox submittals, you must contact your Contract Administrator at least seven days prior to the proposal due date to discuss alternatives.

File naming convention shall be: Firm Name-RFP#-RFPName

The original copy of your proposal will need to be mailed to the address provided below by the proposal due date. The Dropbox submittal date/time will be used for the official receipt. Your proposal package (qualifications and proposals) must be complete.

Alaska Railroad Corporation
Attn. Candice Graham
327 W. Ship Creek Avenue
Anchorage, Alaska 99501

Proposals received by ~~facsimile~~ e-mail transmission will not be considered for award. Proposals shall be submitted on the forms furnished herein. Amendments or withdrawals must be received by ARRC's Contracts Section via Dropbox prior to the date and time listed above.

The ARRC may award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the ARRC.

ARRC may reject any or all offers if such action is in the best interest of ARRC, and waives informalities and minor irregularities in offers received. ARRC may award a contract on the basis

of initial offers without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Any contract resulting from this solicitation shall incorporate ARRC's Standard Terms and Conditions contained in this solicitation package.

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

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). 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 of 4.0% in federal fiscal years 2025-2027 on contracts funded by agencies within the U.S. Department of Transportation. If this contract is funded in whole or in part by funds from the FTA, FEMA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



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

Please direct all responses and/or questions concerning this Request for Proposals to Candice Graham, Alaska Railroad Corporation, Supply Management, 327 Ship Creek Avenue, Anchorage, AK 99501, telephone number (907) 265-4470 or by cell (907) 502-0007.

Best Regards,

Candice Graham
Contract Administrator.
Alaska Railroad Corporation

SOLICITATION INDEX

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(REVISED 4/29/08)

SECTION A
SCOPE OF WORK

Definitions

In this bid, the following terms shall be construed as follows:

"Work" shall mean all or any part of the Contractor's obligations and other matters referred to in Section entitled Work.

"ARRC Vegetation Control Manager" shall mean the Vice President, Engineering of the Railroad, or his authorized representative.

"Contract Documents" shall mean this Contract and the papers, plans and specifications listed in or in conjunction with this Contract.

"Weed & Brush" is undesirable vegetation.

"Contractor" shall mean the entity that is awarded a contract as a result of this invitation to bid.

"Alaska Railroad Corporation" is also referred to herein as "ARRC" or "Railroad."

Work

Except as otherwise provided herein, Contractor shall furnish, at Contractor's cost, all materials, superintendence, labor, equipment, tools, supplies, signs and transportation necessary to perform, and Contractor shall perform and complete, the following work:

Provide vegetation control services on the rail system of the Alaska Railroad, as more fully described and set forth in the Scope of Work set forth below. ARRC personnel will not be allowed to apply, mix, or handle herbicides, except as approved by the ARRC Vegetation Control Manager.

The vegetation control services described herein shall be performed to the satisfaction of the Assistant Vice President of Engineering for the Railroad, or his duly authorized representative.

ARRC shall contract for vegetation control services that include treatments defined by specific requirements set forth below for each of the following railroad property categories:

Mainline Roadbed, Branch Lines and Sidings/Backtracks

Spray patterns will be 8 feet to 24 feet in width, i.e., 4 feet to 12 feet on either side of the centerline of the track. The integrity of this pattern will be maintained through the use of spray booms, nozzles, spray volumes, and boom/nozzle pressures using ground-based spray systems. ARRC's Vegetation Control Manager shall have the discretion to increase, decrease or otherwise modify spray swath patterns as deemed necessary to control excess weed growth and to comply with applicable regulations.

All appropriate spray drift regulations will be observed where Contractors will operate. The ARRC encourages all applicators to provide innovative mechanical, chemical, and/or other means to reduce drift and maintain the accuracy of application to confine herbicide treatments to a swath of 8 to 24 feet, as specified by ARRC for particular portions of the rail system.

Treatment will be made to a broadcast area of a swath of between 8 feet and 24 feet on mainline track, with a 24-foot swath calibrated to 2.9 acres per mile of track. No exclusions will be made from the spraying of the ARRC mainline roadbed, branch lines and sidings/backtracks other than exclusions necessary (i) to comply with herbicide product labels; (ii) to comply with any other regulatory requirements; and (iii) to comply with instructions of ARRC at the time of spraying, including but not limited to any exclusions necessary to ensure that herbicides do not enter surface waters or impact other areas determined by ARRC to be inappropriate for treatment. Treatment acreage will be determined by volume calibrated to acres treated, not mileage as given by railroad mileposts.

Weed control will commence during a pre-emergence period of plant growth defined by geographic and environmental conditions prevailing during the current year of treatment. Work on each application will be initiated within a two-week period as determined by the ARRC Vegetation Control Manager. If necessary following pre-emergent treatment, post-emergent treatment will be made to the areas described above.

Rail Yards

Weed control shall be completed within yard limits as defined by ARRC. Areas within yard limits will be broadcast-treated in cooperation with ARRC Roadmasters to allow for train and car movements in order to provide for complete coverage of ARRC property with herbicides. ARRC's Vegetation Control Manager shall have the discretion to increase, decrease or otherwise modify spray patterns as deemed necessary to control excess weed growth and to comply with applicable regulations.

All appropriate spray drift regulations will be observed where Contractors operate within rail yards. ARRC encourages all applicators to provide innovative mechanical, chemical, and/or other means to reduce drift and maintain the accuracy of application to confine herbicide treatments to ARRC property within rail yards.

No exclusions will be made from treatment areas within yard limits other than exclusions necessary (i) to comply with herbicide product labels; (ii) to comply with any other regulatory requirements; and (iii) to comply with instructions of ARRC at the time of spraying, including but not limited to any exclusions necessary to ensure that herbicides do not enter surface waters or impact other areas determined by ARRC to be inappropriate for treatment. Treatment acreage will be determined by volume calibrated to acres treated.

Weed control will commence during a pre-emergence period of plant growth defined by geographic and environmental conditions prevailing during the current year of treatment. Work on each application will be initiated within a two-week period as determined by the ARRC Vegetation Control Manager. If necessary following pre-emergent treatment, post-emergent treatment will be made to rail yard areas as described above.

Brush Control and Specialized Treatments

Woody vegetation and other problem weeds will be controlled at the discretion of the ARRC Vegetation Control Manager. Control of such vegetation will be done on a spot treatment basis. Spray drift will be minimized through Contractor's use of equipment maintained with booms, nozzles, spray volumes, and pressures designed to minimize formation of small droplets of herbicide-containing solutions.

All appropriate spray drift regulations will be observed where Contractors operate in conducting such brush control and specialized treatments. ARRC encourages all applicators to provide innovative mechanical, chemical, and/or other means to reduce drift and maintain the accuracy of application to confine herbicide treatments to the areas defined by the ARRC Vegetation Control Manager.

Brush control will commence during a period of plant growth defined by geographic and environmental conditions prevailing during the current year of treatment. Work on each application will be initiated within a two-week period as determined by the ARRC Vegetation Control Manager.

Herbicide Prescriptions

The ARRC Vegetation Control Manager shall approve all chemical treatments used on ARRC rights-of-way and other property.

Timing of Applications/Spot Treatment/Second Application

The primary goal of ARRC's vegetation management program is to treat rights-of-way and other property in an appropriate manner to accomplish weed control with one application of pre-emergent herbicide(s). If a second application is needed, such second application will be on a spot treatment basis and made only upon and in conformity with the approval of the ARRC Vegetation Control Manager.

Areas requiring a second treatment will be determined at the discretion of the ARRC Vegetation Control Manager, and chemical prescriptions will be made accordingly. Swath patterns will be determined for each track category as set forth above. ARRC's Vegetation Control Manager shall have the option to increase, decrease or otherwise modify spray swath patterns as deemed necessary to control excess weed growth and to comply with applicable regulations.

Vegetation control will be initiated by the ARRC Vegetation Control Manager with written notice to Contractors providing a 3-week prior notice to the commencement of spray operations. All ARRC and Contractor activities will be proactive to implementing a pre-emergent application of herbicides.

Failure of Contractors to comply with agreed-upon time schedules may result in forfeiture of the Contract.

Geographical Limits of Application Services

Contractors must be able to demonstrate to the ARRC Vegetation Control Manager that manpower and application equipment under contract is sufficient to enable efficient and timely applications in all service areas as indicated.

Fees, Expenses, Licenses and Permits

All appropriate and required fees and expenses related to the vegetation control services provided under the Contract will be the responsibility of the Contractor. These will include, but not be limited to all expenses related to obtaining insurance coverage and all necessary and appropriate licenses and permits.

Contractor shall possess and maintain for the duration of the contract all current and valid licenses necessary and appropriate for conducting the Work. Any fees incurred in obtaining and maintaining licenses are the responsibility of the Contractor. Successful Contractors will provide a copy of all applicable licenses to ARRC prior to beginning work during each year of the contract.

No subcontracting will be allowed for this bid unless written approval is given by ARRC to the Contractor to enter into a subcontract for work under the Contract.

Communication among ARRC, Contractor, and Responsible Local Officials

Compliance with all reporting requirements will be the responsibility of the Contractor.

Contractor will provide ARRC a daily record of herbicide application activities in a format to be determined by the ARRC Vegetation Control Manager. This aspect of record-keeping is intended to be completed by a responsible crewmember of field personnel directly involved with herbicide applications on ARRC property.

Contractor will immediately notify the ARRC Vegetation Control Manager of any complaints, herbicide misapplications, accidents, delays, etc.

All herbicide applications will be made under conditions and in the manner specified in product labels. Any drift and/or chemical trespass claims will be the responsibility of the applicator and the chemical manufacturer under terms expressly defined on product labels.

Contractor Responsibility

Contractor is obligated, unless otherwise specified, to furnish the following at Contractor's expense:

- | | | |
|----------------------|-------------------------|---|
| ▪ Taxes | ▪ Labor | ▪ Application equipment |
| ▪ Container disposal | ▪ Permits | ▪ Per-diem expenses |
| ▪ License fees | ▪ Insurance | ▪ Tools |
| ▪ Gas & Oil | ▪ Equipment maintenance | ▪ Air-ride passenger seat
in the spray truck |

Experience of Contractor/Required Qualifications

Contractor shall submit to ARRC a description of Contractor's experience performing vegetation control services on railroad properties and rights-of-way. Experience listed must include references. Reference contact information must be current and verifiable.

Contractor Equipment

Contractor shall submit to ARRC a list of equipment describing:

- a) Volume capacities of spray mix.
- b) Systems, including descriptions of booms, nozzles, and other technical details that will enable the ARRC Vegetation Control Manager to evaluate the potential for doing the prescribed work on ARRC rights-of-way and other property.
- c) Number and volume of tanks on spray truck which allows for different mixes to be applied/carried at the same time.
- d) General description of application techniques to be employed.
- e) Description of manpower to be used in conducting the work.

Proposers are encouraged to approach ARRC weed control with equipment and technologies that emphasize:

- a) Low volume solution application
- b) Drift control
- c) Global positioning mapping services
- d) Technology that allows for "spot" treatment/application.

Minimizing track and time conflicts with ARRC Operations and being able to accurately monitor spray applications are major goals of ARRC's vegetation control program.

Approval of equipment

All equipment used for ARRC weed control applications shall be pre-approved by the ARRC Vegetation Control Manager. Contractors are advised that Spray Trains and similar equipment will not be permitted for such services. All decisions by the ARRC Vegetation Control Manager approving or rejecting equipment to be used on work under the Contract will be within the ARRC Vegetation Control Manager's discretion and shall be final.

ARRC reserves the right to modify application contracts with one-year written notice if technological advances outside the scope of the Contract show promise of providing an advantage to ARRC vegetation control from a cost, efficacy, drift control, and/or precision of application perspective.

Equipment Removal

Upon completion of the Work, or in case of cancellation of this Contract before completion for any cause whatever, Contractor shall promptly remove all of his equipment, material, tools and supplies from Railroad property. If Contractor fails to do so within five (5) days after notice from Railroad, Railroad shall have the right to remove such equipment, material, tools and supplies at the expense of Contractor.

PERFORMANCE

Time Limits

Time is of the essence for this Contract. All dates, deadlines, and time limits, must be strictly followed and met. Failure to meet the dates, deadlines and time limits, shall constitute a failure of performance by Contractor. If Contractor fails to submit a written application for an extension of time due to a delay, Railroad shall not be liable for any amounts, including costs, delays, other expenses, resulting from that delay. The starting times and hours of work of Contractor's employees may be varied at the discretion of the ARRC Vegetation Control Manager to meet Railroad's operating and administrative requirements.

Order of Completion

1. Contractor shall complete any portion or portions of the Work in such sequence as the ARRC Vegetation Control Manager may require. Extensions of time to complete any portion or portions of the Work will be granted at the discretion of Railroad. If such delay increases Contractor's costs, Contractor may be entitled to the extra compensation, as may be determined by the Railroad after receipt from Contractor of a timely written application.
2. A telephone-based reporting system will monitor application progress. Contractor hereby agrees to comply with the terms of any telephone monitoring system implemented by Railroad.
3. Contractor shall contact the ARRC Vegetation Control Manager and arrange for a Railroad pilot before Work is performed on the ARRC's right-of-way.

Changes

Railroad shall have the right to make any alterations or changes in the nature or dimension of the Work, either before or after its commencement upon appropriate written notice to Contractor and adjustment of the contract price. In the event the Railroad abandons any railway line covered by this Contract or reduces the total rail mileage to be serviced by this contract, Contractor agrees to negotiate a reduction in compensation.

Extra Work

1. If, in the opinion of the ARRC Vegetation Control Manager, any Work should be done or material furnished which is not included, contemplated or classified in this Contract, Contractor shall, upon written order signed by an authorized representative of Railroad, do such extra work or furnish such extra material. By agreement between Contractor and Railroad, such extra work or material may be paid for on a lump-sum basis or on the basis of unit prices, or the method as agreed upon in writing by the Railroad and Contractor. No bill or claim for extra work or material shall be allowed or paid unless done or furnished on written order from the Railroad. Bills for extra work shall be presented to the ARRC Vegetation Control Manager at the time of making the first monthly estimate after such work or material has been done or furnished, and such bills must be accompanied by a copy of the Railroad's order covering such work or material. Any such extra work done or material furnished under the provisions of this paragraph shall be covered, governed and controlled by all the terms and provisions of this Contract. Contractor shall furnish the ARRC Vegetation Control Manager reports in the number, form and detail prescribed by the ARRC Vegetation Control Manager for all extra work done or material furnished.

2. Contractor will direct all communications, including questions and comments concerning chemical prescriptions, application timing or efficacy, distributor involvement, program administration, or extra work to the ARRC Vegetation Control Manager. ARRC Vegetation Control Manager, not Contractor, shall communicate with other railroad employees regarding, retreatment, additional treatments, extra work, and other communications described in this paragraph. Upon receipt of any communication from other railroad employees or from third parties relating to the Work under the Contract, Contractor agrees to forward any such communications to the ARRC Vegetation Control Manager as soon as practicable.

3. Contractor hereby acknowledges that other Railroad employees, including but not limited to the Roadmaster for a particular subdivision, may not authorize extra work beyond the scope of this Contract. Any attempt by Contractor to solicit or negotiate additional or provisional vegetation control work or contracts with any Railroad employee other than the ARRC Vegetation Control Manager shall constitute a breach of this Contract.

Work Suspension

In the event of fire, strikes, labor disputes, weather conditions adverse to herbicide application, or other causes beyond the reasonable control of either of the parties which temporarily prevent or interfere with the performance of the Work, that party's obligations to perform hereunder shall be suspended until the Work can be resumed. Furthermore, Railroad may at any time and for any other reason suspend the Work, or any part thereof, by giving not less than five days' written notice to Contractor, and if such suspension appreciably affects the cost of the Work to Contractor, the difference shall be equitably adjusted by the Railroad. Contractor shall not suspend the Work, or any part thereof, without written authority of the ARRC Vegetation Control Manager. Work shall be resumed by Contractor within ten days after written notice from Railroad to Contractor ordering resumption and the date fixed for

completion shall be extended by a period equal to the period of suspension. Railroad shall not be held liable for any damages or loss of anticipated profits on account of the Work being suspended, or for any Work done during the interval of suspension. Nothing in this paragraph shall be deemed to prevent Railroad from exercising at any time its right to cancel under other provisions of this Contract.

Failure of Performance by Contractor

If Contractor, in the reasonable opinion of the ARRC Vegetation Control Manager, shall at any time fail to comply with the provisions of this Contract, the ARRC Vegetation Control Manager may, at his sole option, notify Contractor, in writing, of the failure to comply and provide Contractor with an opportunity to remedy such failure. If Contractor fails to remedy its failure to comply with the Contract within ten (10) days of said notice, Railroad may, at its option, terminate this Contract and re-let the whole or any part of the unfinished work without notice to Contractor, or may take possession of Contractor's materials and equipment, located on the premises, and employ such forces as may be necessary to furnish all or any part of the Work. In case the whole or any part of the Work is re-let as provided herein, Contractor shall be charged with the full cost to Railroad of the Work performed under a new agreement and shall be credited with the amount that Railroad would have paid Contractor for said Work, under this Contract. In case Railroad undertakes the completion of the whole or any part of the Work, Contractor shall be charged with the direct cost thereof to Railroad plus 10 percent for overhead expense and shall be credited with the amount that Railroad would have paid Contractor for said Work. In either case, Contractor shall receive no further payment until the Work is finished and accepted by the ARRC Vegetation Control Manager. Upon such completion and acceptance, and subject to any rights of setoff otherwise provided by this Contract or existing at law, if the amount credited to Contractor under this section exceeds the amount similarly charged against him, Railroad shall pay Contractor the amount of any retainage owed Contractor under section entitled Payment Provisions of this Contract, plus any other amounts already accrued and owed Contractor but withheld under any other provision of this contract or otherwise. If the amount charged to Contractor exceeds the amount credited, the Contractor shall be liable to Railroad for such difference and Railroad may retain an amount equal to such difference from any amount or amounts in its possession due or to become due Contractor, in which case Railroad shall pay Contractor any excess of such amounts in Railroad's possession above the full amount owed Railroad. Contractor's obligations hereunder shall in no event exceed the amount to be paid to it by the Railroad under this Contract. The options herein provided for the ARRC Vegetation Control Manager and for the Railroad shall not be exclusive of, but in addition to, any other remedies.

Additional Treatments

The ARRC Vegetation Control Manager shall determine, in his sole discretion, the need for additional treatments on Railroad's right-of-way.

SECTION B

PROPOSAL INFORMATION, CONDITIONS & INSTRUCTIONS

1. Pre-Submission Proposal Inquires

Offerors shall promptly notify ARRC of any ambiguity, inconsistency, conflict, or error which they may discover upon examination of the solicitation documents. Verbal inquiries regarding this RFP are not permitted. All inquiries must be made in writing and received at ARRC's offices 10 days prior to submission deadline. Written inquiries must be submitted to Candice Graham GRAHAMC@AKRR.COM.

ARRC will respond to all or part of the written inquiries received through the issuance of a written Addendum to the RFP, if in the opinion of ARRC, such information is deemed necessary to submit proposals or if the lack of it would be prejudicial to other prospective Offerors. Oral and all other non-written responses, interpretations and clarifications shall not be legally effective or binding. Any Offeror who attempts to use or uses any means or method other than those set forth above to communicate with ARRC or any director, officer, employee or agent thereof, regarding this RFP shall be subject to disqualification.

2. Proposal Submission Deadline

Proposals will be received until **3:00 PM LOCAL TIME on Monday, February 3, 2025 via Dropbox.**

One electronic copy of your firm's Proposal must be submitted using Dropbox. Proposals shall be submitted to the Dropbox link <https://www.dropbox.com/request/uatFUcDkyDrXekQQJFks> by proposal due date/time. It is the Offeror's responsibility to verify with the Contract Administrator that their proposal was received timely. If your firm has restrictions on Dropbox submittals you must contact your Contract Administrator at least 7 days prior to proposal due date to discuss alternatives.

File naming convention shall be: Firm Name-RFP#-RFPName

The original copy of your proposal will need to be mailed to the address provided below by the proposal due date. The Dropbox submittal date/time will be used for the official receipt. Your proposal package (qualifications and proposals) must be complete.

Alaska Railroad Corporation
Attn. Candice Graham
327 W. Ship Creek Avenue
Anchorage, Alaska 99501

Proposals received by email transmission will not be considered for award. Proposals shall be submitted on the forms furnished herein. Amendments or withdrawals must be received by ARRC's Contracts Section via Dropbox prior to the date and time listed above.

Proposals received after the time and date set forth above shall be rejected. All proposals submitted in response to this solicitation must be signed by an individual with the legal authority to submit the offer on behalf of the company.

3. Proposal Open and Subject to Acceptance

All proposals shall remain open and subject to acceptance by ARRC for sixty (60) days after the deadline for proposal submission.

4. Proposal Opening

Proposals will be opened privately at ARRC's convenience on or after the proposal due date.

5. Reserved Rights

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

- (a) To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP.
- (b) To issue additional or subsequent solicitations for proposals.
- (c) To conduct investigations of the Offerors and their proposals.
- (d) To clarify the information provided pursuant to this RFP.
- (e) To request additional evidence or documentation to support the information included in any proposal.
- (f) To reject any and all proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the proposal process for the RFP, if such rejection or waiver is deemed in the best interest of ARRC.
- (g) To award a contract or contracts resulting from this solicitation to the responsible Offeror whose proposal conforming to this solicitation will be most advantageous to ARRC.
- (h) To negotiate any rate/fee offered by a Offeror. ARRC shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Offeror does not accept ARRC's final offer, ARRC may, in its sole discretion, reject the proposal and start negotiations with the next highest ranked Offeror.
- (i) 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 Offerors and either award to another Offeror or reject all proposals or cancel the RFP.
- (k) To terminate the contractor at any point in the evaluation process or after award if the approved personnel become unavailable, are switched off project by the firm, or the qualifications are generally found to be inadequate. All personnel reassignments to and from the project will be approved by ARRC.

6. Proposal Costs

Each Offeror shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and ARRC shall have no responsibility or liability whatsoever for any such costs and expenses. Neither ARRC nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, Offeror expressly waives (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

7. Taxes

Pursuant to AS 42.40.910, ARRC is exempt from all forms of state or local sales, property and other taxes. Accordingly, any Offeror who submits a proposal shall not include any such tax in any of its proposal prices or in any calculation thereof.

8. Proposal Format

Interested firms shall submit one original and one electronic copy (Dropbox) of the proposal, containing a statement of qualifications and a concise narrative that fully addresses each evaluation criteria. Proposals shall have a maximum of twenty (20) pages. Page count does NOT include the 2-page cover letter, or the questionnaire response.

A signed cover letter of a maximum two pages should introduce the proposed firm,

- summarize the main qualifications of the firm and verifying that the firm meets the minimum qualifications (item #14) and whether the firm qualifies for the Alaska Bidder/Offeror's Preference – if applicable (item #15)
- disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest
- provide a representative list of clients including addresses, contact names and phone numbers
- include any other information the Contractor deems will emphasize the Contractor's ability to successfully perform the services required and demonstrate why selection of Contractor would be advantageous to ARRC

Important Instructions To be considered responsive, Offerors must submit the following with their proposal

- a. **Service Bid Form (signed and with all addendum acknowledged)**
- b. **Proposers Questionnaire in Section F**

9. Capacity to Perform

Any Offeror considered for award as a result of this solicitation may be required to make assurance to the Contract Administrator concerning the Offeror's capacity and capability to perform. Previous contracts of a like nature, financial solvency, and other information may be requested of the considered Offeror. Failure to provide assurances requested in a timely manner may be cause for rejection of the Proposal.

10. Costs

Other direct costs (ODC) on contracts incurred shall be billed at cost. If travel is required, ARRC will be billed per diem for meals and incidentals using the current State of Alaska rate, <https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://doa.alaska.gov/dof/travel/resource/rates.pdf&ved=2ahUKEwj3sD6vdaFAxUFGzQIHf0RCNEQFnoECBsQAQ&usg=AOvVaw2LSRqIOCclv3SEEepWwLGz>. Airfare will be billed at cost with coach airfare only, no first class or business class. Lodging must be reasonable. ARRC will not pay for alcohol, valet parking, or expenses it considers to be exorbitant.

11. Purchase Obligation

ARRC and responding firms expressly acknowledge and agree that ARRC has made no express or implied promises to expend any dollar amounts with respect to the services addressed by this RFP. By submitting a proposal in response to this RFP, each firm acknowledges and agrees that the provisions

of this RFP, and/or any communication, statement, act or omission by representatives of ARRC (including Contractors) in the selection process, shall not vest any right, privilege, or right of action in any Offeror.

12. Exceptions to Terms, Conditions and Specifications

Any contract resulting from this solicitation shall incorporate the General Terms and Conditions contained in this solicitation package. Each Offeror shall indicate all exceptions to terms, conditions, and specifications of this solicitation individually in its proposal. Exceptions received or placed after the proposal submission date will be considered as counter offers and as such will render the entire proposal non-responsive.

13. Public Information

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

14. Qualifications of Offerors

Minimum Qualifications:

Offeror must have minimum of 5 years' experience providing the services similar in scope and size of this project.

General Qualifications:

Offerors will be evaluated by ARRC based upon their experience in performing the services requested, financial stability, appropriate personnel, responsiveness, technical knowledge and general organization. ARRC reserves the right to take any actions it deems necessary to determine if Offerors have the ability to perform the services outlined in the Scope of Work in a satisfactory manner. Such actions will include an evaluation of the Offeror's qualifications and references prior to Contract Award. Offerors may be disqualified, and their Proposals rejected, for any reason deemed appropriate by ARRC including, but not limited to, the following:

- (a) Evidence of collusion between an Offeror and any other Offeror(s).
- (b) An unsatisfactory performance record on prior projects for ARRC, or any other organization.
- (c) The appearance of financial instability (in the opinion of ARRC) and/or evidence that Offeror may not be financially able to complete the work required by the Scope of Work in a satisfactory manner.
- (d) If Offeror has failed to complete one or more public contracts in the past.
- (e) If Offeror has been convicted of a crime arising from previous public contracts.
- (f) If Offeror is not authorized to perform work in the State of Alaska.

15. Alaska Bidder's Preference:

For the purposes of evaluating the price evaluation criteria, the proposed price of an Offeror who qualifies as an Alaska Bidder shall be reduced by 5%. The preference will be given to Offerors who:

- (a) hold a current Alaska business license;

- (b) submit a proposal for goods or services under the name on the Alaska business license;
- (c) have maintained a place of business within the state staffed by the Offeror, or an employee of the Offeror, for a period of six (6) months immediately preceding the date of the proposal;
- (d) are incorporated or otherwise 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 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, are composed entirely of entities that qualify under (a)-(d) of this subsection.

ALASKA VETERAN'S PREFERENCE: If a bidder qualifies as an Alaska bidder and is a qualifying entity, an Alaska Veteran's Preference of 5% shall be applied to the bid price. The preference may not exceed \$5,000 (AS 36.30.175). A "qualifying entity" means a:

- (1) Sole proprietorship owned by an Alaska veteran; or,
- (2) Partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; or,
- (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.

A preference under this section is in addition to any other preference for which the bidder qualifies.

To qualify for this preference, the bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

An Alaska veteran is a resident of Alaska who:

- (1) served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Navel Militia; and
 - (2) was separated from service under a condition that was not dishonorable.
- The bidder shall provide an Alaska Veteran's Preference Affidavit on Form 250-17, certifying they qualify as an Alaska bidder eligible for Alaska Veteran's preference according to AS 36.30.

16. Contract Period

The contract shall be effective from contract execution for two years, with three one-year renewal options.

17. DBE Reports

Firms are required to report annually to the ARRC Contracting officer all work by DBE contractors or subcontractors and the dollar amount. ARRC will provide the Firm a 14-day notice, by email, when to provide the information.

18. Protests

A protest based on alleged improprieties or ambiguities in a solicitation must be filed at least 10 days before the due date of the bid or proposal, unless a later protest due date is specifically allowed in the

solicitation. If a solicitation is made with a shortened public notice period and the protest is based on alleged improprieties or ambiguities in the solicitation, the protest must be filed before the due date of the bid or proposal.

20. Alaska Business License.

Per AS 43.70.020(a) a business license is required for the privilege of engaging in a business in the State of Alaska.

An Alaska Business License is required of Contractors who do business in Alaska at time of award. Information regarding applying for an Alaska Business License can be found on-line at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.

SECTION C

PROPOSAL FORMAT AND CONTENT

Alaska Railroad Corporation (ARRC) is requesting proposals from interested firms qualified to perform the work described in the Scope of Services. This is intended to be an unbiased evaluation. ARRC reserves the right to determine that proposed services will meet ARRC requirements. ARRC reserves the right to withdraw this RFP, reject any and all proposals, advertise for new proposals, or accomplish the work by other means including issuing only some of the tasks defined in the Scope of Services above, that ARRC in its sole discretion, determines to be in its best interest. ARRC may request additional information from any firm to make a proposal responsive to this RFP or otherwise obtain clarification or additional information that ARRC, in its sole discretion, deems necessary to analyze and compare proposals.

Proposals must be complete as to the requested information.

Prepare a distinct Response for each criterion. Failure to respond directly to any criteria will result in an evaluation score of zero for that criterion. Acceptable Responses must be specific and directly related to the proposed Statement of Services. Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed, so the criterion to which information applies shall be plainly evident.

Failure to follow this format in a proposal or failure to include complete information as requested will result in a lower score and may result in rejection of the proposal.

SECTION D

EVALUATION CRITERIA

The selection of a firm to perform the requested services will be made in accordance with Section E. Proposals will be evaluated on the basis of advantages and disadvantages to ARRC using the criteria described in this Section.

ARRC reserves the right to select the top ranked firm based solely on the scoring of the written proposals and to enter directly into negotiations with said firm. However, at its sole discretion, ARRC may require the highest ranked firms to make an oral presentation to the evaluation committee. In this event, oral presentations will be scheduled and held via video conference. The selected firms will have an opportunity to summarize the information provided in their written proposals, expand on their capabilities, experience and proposed approach and work plan and answer questions from the selection committee. It is important that the primary individuals servicing the contract are present for this presentation. Scores obtained in the initial phase will not carry over to the presentation phase. Upon completion of the oral presentations, the evaluation committee will review the material presented and determine a ranking order for the firms interviewed.

DESCRIPTION

WEIGHT

1. Experience & Qualifications of the Firm

Weight: 10

1. Introduce your firm to us describing your history, your ownership structure, including parent, affiliated or subsidiary company, and business partners.
2. Provide a representative list of clients including addresses, contact names and phone numbers. In case of a business entity client, provide the name of an individual familiar with the nature of your services to the entity.
3. Disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest.
4. Please provide any other relevant information that may assist ARRC in the selection process.

2. Firm's Methodology and Technical Approach

Weight: 40

1. What specific methods and techniques do you use for vegetation control and how do you ensure effective management while minimizing environmental impact? Proposers should include their QC/QA Program, and other topics that the Proposers deems worthy of consideration by the Owner's Selection Committee.
2. Describe similar projects your firm has been involved with. Describe any work performed in Alaska, and include the project(s) outcome. Describe the approach typically employed to meet regulatory requirements, including any particularly efficient or innovative statistical, field, and/or modeling procedure.

3. What equipment, tools, and technologies will you use for vegetation control and how do these enhance efficiency and effectiveness? Topics to be discussed should include a description of the spray truck/equipment, including the spray system to be used on the project.
4. How do you ensure compliance with local, state and federal regulations as well as safety standards, during vegetation control operations?
5. What is your approach to managing vegetation control projects, including scheduling, resource allocation, communication with stakeholders, and ensuring timely completing within budget?

3. Key Personnel

Weight: 10

1. List key personnel to be utilized for this project. Include an organization chart showing the roles and reporting relationships of the key personnel and how they will interact with ARRC and among themselves.
2. Describe the proposed team's background, along with resumes summarizing their experience in performing these duties with similar organizations.
3. Describe the proposed management structure, program monitoring procedures and the organization and size of the engagement team.

4. Price / Cost Schedule

Weight: 40

Please complete and return **Section G: Cost Schedule** to specify the costs that will be charged under the proposed contract in a separate envelope labeled "Pricing".

CONTRACT AWARD

Once ranking has been established, ARRC will begin negotiations with the highest ranked firm. If an agreement cannot be reached on contract terms, negotiations will be terminated, and negotiations will be conducted with the next highest ranked firm, until an agreement is reached, or until ARRC exercises its right to cancel the solicitation.

SECTION E SELECTION PROCESS

Evaluation of Proposals

Proposals will be evaluated by a committee. Evaluation of responses to criteria set forth in Section D results in a numerical score for each proposal. Each criterion has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%).

1. Scoring of proposals will be accomplished as follows:

1.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Section D - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the ARRC's Instructions for Evaluation Committee.

1.2 After completion of individual ratings, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Section D.

1.3 After scoring Section D - Technical Proposal, criteria scores - Cost (if applicable), will be calculated based on criteria descriptions.

1.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Section D. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.

2. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:

2.1 Provide written recommendations for consideration during contract negotiations;

2.2 Conduct discussions in accordance with paragraph 3, below.

3. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Section D.

4. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

SECTION F

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

PART I - INSTRUCTIONS

1. All Proposers/Offerors 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/Offeror 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 "Offeror" 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 Offeror's responses; and Offeror 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 Offeror's Proposal which is or may be construed as unfavorable to Offeror will not necessarily automatically result in a negative finding on the question of Offeror's responsibility or a decision to terminate the contract if it is awarded to Offeror.

PART II - IDENTITY OF OFFEROR

1. Offeror's Full Legal Name: _____
2. The Offeror 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. Offeror's federal taxpayer identification number: _____
4. Offeror's Alaska business license number: _____
5. Offeror's contractor's license number (for construction only): _____

6. Offeror's legal address: _____

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

7. Offeror's local or authorized point of contract address:

Name: _____ Title: _____

Address: _____

Telephone Number: (____) _____ Email: _____

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

9. Has Offeror 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 Offeror 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 Offeror as prime contractor or joint venture. Offeror need not provide more than three such descriptions.

YES NO

2. Has the Offeror 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 Offeror acted as prime contractor or joint venture. Offerors 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 Offeror 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 Offeror 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 Offeror 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 Offeror'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 Offeror, 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 Offeror, 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 Offeror, 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 Offeror filed for bankruptcy or reorganization under the bankruptcy laws?

YES NO

4. Judgments, Liens And Claims. During the past five years, has the Offeror 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 Offeror 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 Offeror, 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 Offeror's company have any felony charges pending against them that were filed either before, during, or after their employment with the Offeror?

YES NO

2. Regulatory Compliance. In the past five years, has Offeror 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. Offeror's current Alaska Business License, if required by state law.
2. Offeror'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 Offeror.

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 Offeror 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 Offeror to participate in ARRC projects as contractor, subcontractor, vendor, supplier, or Contractor. 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 Offeror. 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 OFFERORS

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 Offeror from doing business with, or performing work for ARRC, either as a vendor, prime contractor, subcontractor, Contractor or subContractor 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.

SECTION G

**COST SCHEDULE
Vegetation Control Services
RFP No. 25-03-212583**

Contractor hereby offers to perform the specified work as detailed in Section A for the following prices:

Offer Acceptance Period: For the purpose of award, offers made in accordance with this RFP shall be good and firm for a period of sixty (60) days from the date of proposal opening.

Cost Schedule shall be submitted in a separate envelope clearly labeled as Pricing

Acreage: The acres to be used for calculation of the per acre cost for an initial application are estimates, actual acreage may vary plus or minus; acreage is as follows:

	Mainline	Sidings	Branch Lines	Yards	Brush	Total
Acres	950	150	170	330	400	2000

Formulations: The formulation to be used for the per acre costs for initial applications is as follows:

#1 (Mainline, Siding, Branch)	Oust Extra by DuPont (or equivalent)	Glyphosate (41%)	Metsulfuron methyl (MSM) (60%)
per Acre	5 oz.	24 oz.	1 oz.

#2 (Yards)	Oust Extra by DuPont (or equivalent)	Glyphosate (41%)	Chlorsulfuron (75%)	Metsulfuron methyl (MSM) (60%)
per Acre	5 oz.	24 oz.	1 oz.	1 oz.

#3 (Brush)	Triclopyr (44%)	Metsulfuron methyl (MSM) (60%)	Methylated Seed Oil (MSO)
per Acre	32 oz.	1 oz.	12 oz.

*List the names and EPA Registration #s of the proposed products

The percentages listed in the formulations are the percentage of active ingredient. Any product proposed for use should result in comparable amounts of active ingredient being applied.

Vegetation Control Services Costs for 2025:

1. Vegetation control services for initial application in 2025 per acre using formulation:

Formulation #	Cost per acre
1	
2	
3	

2. Mobilization / Demobilization costs for first application \$_____ (Sequential years will be adjusted accordingly)

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.

PROPOSERS 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 E-MAIL

SECTION H

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.