



Alaska Railroad Corporation
327 W. Ship Creek Avenue, Anchorage, AK 99501
P.O. Box 107500, Anchorage, AK 99510-7500
Telephone 907.265.2593 Facsimile 907.265.2439

January 27, 2010

REQUEST FOR PROPOSAL # 10-05-58663

Laboratory Analysis of Soil, Water, and Wastes

Fax Response Requested

This page must be completed and returned to ensure receipt of future addenda or additional information. Fax this form to (907) 265-2439. All addenda will be forwarded to the contact name and number listed below. Bidders must acknowledge the receipt of all issued addenda in their proposal / bid submittal

Company _____

Address _____

City/State/Zip _____

Contact _____

Phone _____

Fax _____

Email address _____

Website: www.alaskarailroad.com



January 27, 2010

Request for Proposal #10-05-58663

Laboratory Analysis of Soil, Water, and Waste

OFFERS WILL BE RECEIVED AT: Alaska Railroad Corporation
Attn: Greg C. Goemer
327 West Ship Creek Avenue, 2nd Floor
Anchorage, Alaska 99501

Sealed proposals shall be received until 3:00 p.m. local time, February 23, 2010. Submit one (1) original and three (3) copies. Detailed instructions for submitting responses are outlined in this document. The envelope(s) used in submitting your firm's offer shall be plainly marked with the following information:

1. Offeror's Name -
2. RFP # 09-41-58663
3. Laboratory Analysis of Soil, Water, and Waste

The Alaska Railroad may award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the Alaska Railroad. The Alaska Railroad may reject any or all offers if such actions is in the best interest of Alaska Railroad, and waive informalities and minor irregularities in offers received.

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

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.

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



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.

ALASKA BIDDER'S PREFERENCE

Bidders who wish to receive the 5% Alaska Bidders Preference in the evaluation of their bids must submit written documentation with their bids that demonstrates that they meet the definition of an "Alaska Bidder." Per ARRC Procurement Rule 1200.9(b), "Alaska Bidder" means a person who:

- (1) holds a current Alaska business license;
- (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state¹, 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
- (5) if a joint venture, is composed entirely of ventures that qualify under (1) (4) of this subsection.

¹ Alaska corporations must submit a copy of their Certificate of Incorporation and out of state corporations must submit a copy of their Certificate of Authority to transact business in Alaska.

Initial here if you qualify for the Alaska Bidders Preference _____

Please direct all responses to this solicitation and/or questions concerning this Request for Proposal to Greg C. Goemer, Alaska Railroad Corporation, 327 Ship Creek Avenue, Anchorage, AK 99501, Questions may be emailed to goemerg@akrr.com

Best Regards,

Greg C. Goemer
Greg Goemer
Contract Administrator

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APPENDIX A

SCOPE OF WORK

LABORATORY ANALYSIS OF SOIL, WATER, AND WASTES

The Alaska Railroad Corporation (ARRC) requires a service type contract to provide environmental analysis of soil, water and waste samples using EPA, ADEC and ASTM methods. Samples may be collected in media from any location along the ARRC railbelt.

At a minimum the successful Offeror will have a laboratory located in Alaska. The contractor will be able to provide the ARRC with laboratory preparation and analysis of soil, water, and waste samples, and meet the specific requirements that are stated herein. The contractor may own laboratories both in and outside Alaska, and any contractor-owned laboratory may be used to perform services under this contract. However, information on location of services must be designated as requested before the contract is awarded, and every laboratory used to perform services must be certified by the Alaska Department of Environmental Conservation (ADEC) for the tests listed in Appendix C.

The contractor may not subcontract analytical services without prior written consent from ARRC.

Period of Performance:

Any contract resulting from this solicitation shall have a period of performance for a one (1) year term, with ARRC's option to extend contract for four (4) additional one (1) year terms.

Scope of Work:

Item 1: The contractor shall attach one copy of its ADEC – approved laboratory QA Plan to each copy of the proposal. If more than one laboratory of a company may be used for laboratory services, each laboratory must submit an ADEC approved QA Plan. The QA Plan will address the following:

- 1.0 Laboratory Description (a brief summary of services, capabilities)
- 2.0 Laboratory Organization and Responsibility (an organizational chart will be adequate)
Please attach resumes of key laboratory personnel if they are not included in the QA Plan.
- 3.0 QA Objectives (if different levels of testing and reporting are offered, please describe them)
- 4.0 Sample Custody and Tracking (from the time the samples are received by the laboratory to the time the samples are disposed)
- 5.0 Instrument Calibration Procedures and Frequency
- 6.0 Analytical Procedures
- 7.0 Data Reduction, Validation, and Reporting
- 8.0 Internal Quality Control Checks and Frequency
- 9.0 Performance and Systems Audits and Frequency
- 10.0 Preventive Maintenance Procedures and Schedules

- 11.0 Procedures to Assess Precision, Accuracy, and Completeness
- 12.0 Corrective Actions
- 13.0 Quality Assurance Reports to Management

If topics 1.0 through 13.0 are not addressed in the laboratory QA Plan, they can be attached separately.

Item 2: Sample Tracking, Laboratory Records and Reports

Records, such as sample receiving logs, laboratory work orders, chemists notes, instrument printouts, and data reports will be maintained by the laboratory for a minimum of three years after samples are analyzed.

Item 3: Reports

Standard: sample results
 RPD and % spike recovery (for sample batch)
 surrogate spike recoveries
 laboratory blank results
 additional Laboratory control sample results

The Standard Report shall be provided at no extra cost. A copy of a generic report would be helpful, but is not required. Standard reports shall be provided both in hard copy and electronic file format.

EPA Contract Laboratory Program (CLP) Equivalent Data Package:
 sample results
 RPD and % spike recovery (for sample batch)
 surrogate spike recoveries
 laboratory blank results
 calibration curve data
 instrument printouts (raw data)
 chemist notes (sample preparation and analytical)
 project narrative
 other documents as necessary to complete the package

CLP Equivalent reports shall be provided both in hard copy and electronic file format.

ARRC will state which type of report will be required on the chain of custody forms when samples are submitted to the laboratory.

Item 4: Sample Disposal

The laboratory will dispose of all samples in accordance with applicable federal, state, and local regulations at no additional cost to ARRC.

Item 5: Sampling Supplies

The laboratory will supply coolers, sampling containers (i. e., jars, bottles, vials), required preservatives, and chain of custody forms upon request at no cost to ARRC. The containers shall be pre-cleaned by the supplier, and free of contaminants.

Item 6: Turnaround Times

Standard Report: Fourteen (14) calendar days from the date the samples are delivered to the laboratory (this can be extended to twenty-one (21) calendar days under most circumstances, upon request of the laboratory)

CLP Equivalent Data Package: Twenty-eight (28) calendar days from the date the samples are delivered to the laboratory

Stipulated Damages for Delay: In some instances, ARRC faces regulatory penalties for delay in providing reports or data to EPA or ADEC, some of which may rely on timely performance by the contractor under this contract. Such penalties are difficult to predict, but as a result of the possibility, under this contract ARRC will be entitled to assess a stipulated fee of one percent (1%) of the invoice amount per day for any work order or report not delivered by contractor when due.

Item 7: Sample Loss

The laboratory will resample a location if requested to do so by ARRC, if laboratory personnel lose or misplace a sample before analysis is complete.

Item 8: Performance Evaluations and On-site Audits

The EPA, ADEC or ARRC may submit samples to the laboratory to evaluate performance. The laboratory will analyze the samples and report the results to the submitting agency within the designated schedule for the standard contract laboratory fee. Successfully completed Performance Evaluations done as part of other certification or accreditation programs in which the laboratory is a participant may be used to fulfill this requirement, upon ARRC approval.

The ARRC reserves the right to conduct an on-site audit of the laboratory during the course of the contract. The laboratory will receive at least three days notice before an audit is conducted.

Item 9: Matrix Spikes

Matrix spikes will be performed on an ARRC sample at no extra charge when a batch of 10 or more samples is submitted to the laboratory. Matrix spikes and duplicate samples designated on the chain-of-custody by ARRC for analysis will be charged the standard fee.

Item 10: Shipping

If the Contractor's laboratories located out of state are used to analyze samples, the Contractor shall ship the samples to the out-of-state laboratories at no additional cost to ARRC. ARRC shall submit all samples for analysis to the Contractor's nearest sample receiving facility from the sampling location in Alaska.

APPENDIX B.

AWARD CRITERIA

Interested firms shall submit an original proposal containing a statement of qualifications and a brief narrative that addresses each award criteria.

Proposal Submittals

1. Submit one (1) original and three (3) copies for a total of 4 copies of Firm's proposal.
2. Form 395-0129, **SERVICE BID FORM**
3. Appendix C. Cost Schedule that is provided herein.
4. Appendix D. Questionnaire
5. Responses that address each award criteria shall not exceed a total of fifteen pages (15-pages), exclusive of all of the required documents, cover letter, tabulations, cost schedule, resumes, questionnaire, and any other exhibits.
6. Certificates of insurance shall be provided 10-days after the notice-of-intent of award of a contract by the winning firm(s).

A committee appointed by the ARRC Procurement Department shall evaluate the proposals in accordance with the award criteria specified herein and establish a ranking. The ARRC may award a contract or contracts resulting from this solicitation to the responsive, responsible offeror(s) whose offer(s) conforming to this solicitation will be the most advantageous to the ARRC. This may result in multiple awards. The bid award is contingent on the availability of Alaska Railroad Corporation funds.

CRITERIA

WEIGHTED

1. CAPACITY AND CAPABILITY

35%

Contractor's ability to provide the materials and services requested, including reports. Offeror shall provide the information requested in Appendix A, Scope of Work, along with a brief summary of the firm's experience. Offeror shall provide a complete standard list of test methods performed. This may be the Offeror's standard price list.

2. PERSONNEL

30 %

Personnel, Identify and describe the pertinent experience of the proposed Account Manager and other key personnel who would be involved in servicing the account in any way. Please include resumes of all key personnel who would be involved in the performance of this contract. (Note: It is not required to submit information on each chemist who handles ARRC samples.)

3. FEE STRUCTURE

20%

The award for low cost shall be based on the aggregate of the costs provided for designated Test methods in Appendix C only. Offeror shall use the ARRC's form in Appendix C to submit costs. Cost not submitted on the form in Appendix C shall be thrown out as non-responsive. The lowest aggregate cost in this category will receive maximum points in this category, and other Offers will be scaled accordingly.

4. ALASKA EXPERIENCE RELATIVE TO THIS PROPOSAL.

10%

Briefly describe Contractor's experience serving clients in Alaska . A copy of the approval or certification letter from ADEC for all certified State of Alaska methods for all laboratories working on ARRC samples must be attached.

5. ALASKA BIDDER'S PREFERENCE

5 %

"Alaska Bidder" means a person who:

1. holds a current Alaska business license;
2. submits a bid for goods, services, or construction under the name as it appears on the person's current Alaska business license;
3. has maintained a place of business within the State of Alaska staffed by bidder or an employee of the bidder for a period of six (6) months immediately preceding the date of this bid;
4. is incorporated or qualified to do business within the State of Alaska; is a sole proprietorship, and the proprietor is a resident of the State of Alaska; or is a partnership and all partners are residents of the State of Alaska;
5. is a joint venture, composed entirely of ventures that qualify under (1) through (4) of this subsection.
6. If bidding on supplies, the bidder must have a documented history of selling the supplies of the general nature solicited by the ARRC to other railroads, state agencies, governments, or the general public. If a prospective bidder can't meet the requirement, they can bid, but would not receive the award evaluation preference.

Total

100%

APPENDIX C.

COST SCHEDULE

Offeror's failure to provide the information requested in this section will be cause for rejection of the offer on the basis of non-responsiveness. Prices quoted will be in accordance with Appendix A, Scope of Work and Specifications. Please fill in all blanks. Indicate your option not to offer a price by writing "no bid," in the appropriate space.

Standard reports are to be provided at no additional cost to the ARRC.

CLP Equivalent Data Package \$ _____ per package

Analytical Tests: Please provide a Standard List of test procedures offered. Provide costs for the tests listed below, which are expected to be the most common test methods required by ARRC. If an overall discount is offered, please provide the discount rate. Indicate if the test is performed in an Alaska laboratory, or an out-of-state laboratory of the Offeror.

	Water	Soil	AK	Other Location
Residual Range Organics (AK 103 RRO)	\$ _____	\$ _____	_____	_____
Diesel Range Organics (AK 102 DRO)	\$ _____	\$ _____	_____	_____
Gasoline Range Organics (AK 101GRO)	\$ _____	\$ _____	_____	_____
GRO/BTEX Combination (GC)	\$ _____	\$ _____	_____	_____
DRO/RRO Combination (GC)	\$ _____	\$ _____	_____	_____
8021 (BTEX)	\$ _____	\$ _____	_____	_____
8010 (chl. solvents)	\$ _____	\$ _____	_____	_____
8080/8081 (Pesticides)	\$ _____	\$ _____	_____	_____
8080/8081 (PCB's)	\$ _____	\$ _____	_____	_____
8081 (Pest./PCB)	\$ _____	\$ _____	_____	_____
8260 (Vol. Organics)	\$ _____	\$ _____	_____	_____
8270 (Semivol. Organics)	\$ _____	\$ _____	_____	_____
8270 (Semivol. SIM)	\$ _____	\$ _____	_____	_____
8270 (B/N Fraction only)	\$ _____	\$ _____	_____	_____
TCLP extraction	\$ _____	\$ _____	_____	_____
TCLP ZHE extraction	\$ _____	\$ _____	_____	_____
1664 (Oil & Grease)	\$ _____	\$ _____	_____	_____

EPH (WA - aliphatics & aromatics) \$ _____ \$ _____ _____

VPH (WA - aliphatics & aromatics) \$ _____ \$ _____ _____

Metals/Minerals:

Lead (Pb) \$ _____ \$ _____ _____

Mercury (Hg) \$ _____ \$ _____ _____

Chromium (Cr) \$ _____ \$ _____ _____

Arsenic (As) \$ _____ \$ _____ _____

Barium (Ba) \$ _____ \$ _____ _____

Cadmium (Cd) \$ _____ \$ _____ _____

Selenium (Se) \$ _____ \$ _____ _____

Silver (Ag) \$ _____ \$ _____ _____

All RCRA Metals (8 total) \$ _____ \$ _____ _____

23 CLP/TAL metals \$ _____ \$ _____ _____

Additional test methods:

Asbestos \$ _____ \$ _____ _____

TO 15 (air testing-cannister or bag) \$ _____ \$ _____ _____

Print Company Name

Authorized Signature

Date

Print Name and Title

APPENDIX : D

BIDDERS QUESTIONNAIRE
(Revised 2-27-06)

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

Solicitation Number _____

Business Name: _____

Street Address: _____

Mailing Address if Different: _____

City: _____ State: _____ Mailing Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Date Firm Established: _____

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

Previous business name(s)if any: _____

Federal Tax ID Number: _____

Business License Number: _____

Contractor License Number (For Construction: _____

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

Discount for prompt pay _____ % _____ days.

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

Continued on the next page

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

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

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

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

- Broker
- Primary Supplier

Business Information (Please check all that apply):

- The business is Individual
- The business is a Partnership
- The business is a Non-Profit
- The business is a Joint-Venture
- The business is a Corporation incorporated under the laws of the State of _____
- The business is full-time
- The business is part-time
- The business is not a certified Disadvantaged Business (DBE)
- Business is a certified DBE
- DBE was certified by State DOTPF
- DBE was certified by the Municipality of Anchorage
- Business is an 8(a)/WBE/MBE and is certified by SBA
- B business was certified by _____
- DBE Certification # is _____

Firms Annual Gross Receipts:

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

Completed by: _____ Title: _____

Signature: _____ Date: _____

APPENDIX : E.

General Terms and Conditions Applicable to ARRC Contracts

1	Inspection and Reports
2	Disputes
3	Equal Employment Opportunity
4	Cancellation/Termination
5	No Assignment or Delegation
6	No Additional Work or Material
7	Independent Contractor
8	Payment of Taxes
9	Ownership of Work Products
10	Governing Law
11	Officials Not to Benefit
12	Covenant Against Contingent Fees
13	Nondisclosure of Confidential Information
14	Notice
15	Entire Agreement
16	Indemnification
17	Insurance (Service Contracts Only)
18	Conflict of Interest
19	Publicity
20	Audit
21	Internal Controls and Record Keeping
22	Labor Disputes
23	Force Majeure
24	Changes
25	Permits and Licenses
26	Environmental Protection
27	Nonwaiver
28	Invalid Provision
29	Packing, Marking and Shipping
30	Improper Delivery
31	Shipping Release
32	Inspection/Rejection
33	Compliance with Laws and Regulations
34	Reduction in Contractor's Cost
35	Warranty
36	Claims Procedure
37	No Partnership
38	Set Off
39	Payments

GENERAL TERMS & CONDITIONS

1 Inspection and Reports

ARRC may inspect all the Contractor's facilities and activities under this contract in accordance with the provisions of ARRC Procurement Rule 1600.9. The Contractor shall make progress reports as required by the ARRC.

2 Disputes

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

3 Equal Employment Opportunity

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

3.2 The Contractor shall state, in all solicitations or advertisements for employees to work on ARRC contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical or mental disability, sex, marital status, changes in marital status, pregnancy or parenthood, insofar as required by applicable law.

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

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

3.5 The Contractor shall cooperate fully with ARRC efforts which seek to deal with the problem of unlawful discrimination, and with all other ARRC efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from any federal, state, or local civil rights enforcement agency with appropriate jurisdiction over this project or any of its officers or agents, relating to prevention of discriminatory employment practices.

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

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

4 Cancellation/Termination

4.1 ARRC may at any time cancel this contract in whole or in part for its convenience upon thirty (30) days written notice to Contractor. Upon cancellation, (a) as to supplies or services completed prior to receipt of notice, ARRC shall pay Contractor the prorated portion of the total contract price and (b) as to work in progress prior to receipt of notice, ARRC shall pay Contractor only for direct expenditures on work specifically identified to this contract. However, in no event shall ARRC be liable for incidental, consequential, or punitive damages, overhead or other direct or indirect costs, or lost profits. Payments made under this contract shall not exceed the aggregate price specified in this contract.

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

5 No Assignment or Delegation

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

6 No Additional Work or Material

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

7 Independent Contractor

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

8 Payment of Taxes

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

9 Ownership of Work Products

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

10 Governing Law

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

11 Officials Not to Benefit

No officer or employee of the State of Alaska or of the ARRC and no director of the ARRC or legislator of the state shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Contractor must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

12 Covenant Against Contingent Fees

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

13 Nondisclosure of Confidential Information

Contractor acknowledges and agrees that any information, data, figures, projections, estimates, reports, and the like, received, obtained, or generated by contractor in the performance of this contract shall be considered and kept as the private, confidential and privileged records of ARRC and will not be divulged to any person, firm corporation, regulatory agency, or any other entity except upon the express written consent of ARRC.

14 Notice

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

15 Entire Agreement

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

16 Indemnification

The Contractor shall indemnify, save harmless and defend ARRC, its officers, agents and employees from all liability of any nature or kind, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent or wrongful acts of the Contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

17 Insurance (Service Contracts Only)

Without limiting Contractor's obligation to indemnify ARRC, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance.

Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, ARRC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to ARRC prior to beginning work and must provide for a thirty (30) day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

17.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, workers' compensation insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage mandated by federal statutes (e.g. U.S.L.& H. and Jones Acts) must also be included.

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

17.3 Comprehensive Automobile Liability Insurance: covering all owned, hired, and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage.

17.4 Professional Liability Insurance: Covering all errors, omissions or negligent or wrongful acts of the Contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to ARRC. Limits required are per the following schedule:

Contract Amount	Minimum Required Limits
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
\$1,000,000 or over	Negotiable-Refer to Risk Management

17.5 Sudden and Accidental Pollution Insurance: Coverage (minimum of **\$1,000,000**) will be required as well as any other liability insurance coverage that is required by Federal, State and local laws, in addition to the insurance above for all contracts that pose a risk of environmental pollution or contamination.

17.6 Railroad Protective Insurance Policy: Where the contract requires work on ARRC property, Contractor shall obtain, at its own expense, a Railroad Protective Insurance Policy naming ARRC as the insured with limits of \$2,000,000 for bodily injury, each occurrence and \$2,000,000 for property damage, each occurrence.

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

19 Publicity

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

20 Audit

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

21 Internal Controls and Record Keeping

Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder. In addition, Contractor shall cause its affiliated or associated companies and its agents and/or subcontractors to maintain such controls, records and accounts.

22 Labor Disputes

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

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

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

23 Force Majeure

Neither ARRC nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: 1) notice and reasonably detailed particulars are given to the other party and 2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term force majeure shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall the term force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

24 Changes

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

25 Permits and Licenses

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

26 Environmental Protection

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

27 Nonwaiver

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

28 Invalid Provision

The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects as if such invalid or enforceable provisions were omitted.

29 Packing, Marking and Shipping

29.1 All supplies shall be properly packaged to prevent damage or deterioration and to obtain the lowest transportation rates. ARRC will pay no charge for preparation, crating, dunnage or other materials unless separately stated in this contract.

29.2 Each Packing Slip, Bill of Lading, Invoice, Container, tag and correspondence shall bear the applicable contract number and the location to which the supplies are to be shipped.

30 Improper Delivery

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

31 Shipping Release

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

32 Inspection/Rejection

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

33 Compliance with Laws and Regulations

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

34 Reduction in Contractor's Cost

35 Warranty

The Contractor shall warrant the supplies offered as follows:

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

35.2 ARRC requires that successful bidders/offerors honor all guarantees and warranties offered by the manufacturer of the supplies.

36 Claims Procedure

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

37 No Partnership

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

38 Set Off

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

39 Payments

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

**ALASKA RAILROAD CORPORATION
SERVICE BID FORM of**

NAME _____
ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

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

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

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

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

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

NON-COLLUSION AFFIDAVIT

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

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

Name and Title of Person Signing

Signature

Telephone Number
(395-012)

Facsimile Number