



**ALASKA RAILROAD CORPORATION**  
**327 W. Ship Creek Ave.**  
**Anchorage, AK 99501**  
Phone 907-265-2355  
Fax 907-265-2439  
[BATEST@AKRR.COM](mailto:BATEST@AKRR.COM)

January 24, 2020

## **REQUEST FOR PROPOSAL 19-55-207799**

### **VEGETATION CONTROL SERVICES**

Response Requested,

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

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

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Website: [www.alaskarailroad.com](http://www.alaskarailroad.com)



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

January 24, 2020

## REQUEST FOR PROPOSALS

**19-55-207799**

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

### **Vegetation Control Services**

Sealed offers in **original and three (3) copies** will be received until **3:00 pm local time, February 18, 2020**. The envelope used for the submittal of your offer shall be plainly marked with the following information:

1. Offeror's name.
2. Offer number 19-55-207799
3. Date and time scheduled for the receipt of offers.
4. Sealed Offer: Vegetation Control Services

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 the 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.

Please direct all responses and/or questions concerning this Request for Proposals to Tim Bates, Alaska Railroad Corporation, Supply Management, 327 Ship Creek Avenue, Anchorage, AK 99501, telephone number (907) 265-2355, fax number (907) 265-2439.

## **SOLICITATION INDEX**

- SECTION A SCOPE OF SERVICES
- SECTION B PROPOSAL INFORMATION, CONDITIONS & INSTRUCTIONS
- SECTION C PROPOSAL FORMAT AND CONTENT
- SECTION D SELECTION PROCESS AND EVALUATION CRITERIA
- SECTION E BIDDERS QUESTIONNAIRE & SERVICE BID FORM
- SECTION F GENERAL TERMS & CONDITIONS (PROFESSIONAL SERVICES CONTRACTS)
- SECTION G COST SCHEDULE

**SECTION A**  
**SCOPE OF SERVICES**

**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<br>in the spray truck | ▪ Equipment maintenance | ▪ Air-ride passenger seat |

### **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

Bidders' 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

Proposers 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 prior to February 12, 2020 and the written inquiries must be submitted as follows:

Tim Bates  
Supply Management  
Alaska Railroad Corporation  
327 W. Ship Creek Avenue, 2<sup>nd</sup> Floor  
Anchorage, AK 99501  
Email: batest@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 proposers. Oral and all other non-written responses, interpretations and clarifications shall not be legally effective or binding. Any Proposer 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

Sealed proposals must be received by ARRC no later than 3:00 p.m., local time, on February 18, 2020 at:

Alaska Railroad Corporation  
Purchasing Department  
327 W. Ship Creek Avenue, 2<sup>nd</sup> Floor  
Anchorage, AK 99501

One (1) original and three (3) copies of each proposal must be submitted. The sealed envelope or package used in submitting a proposal shall be clearly marked with the following information:

1. Proposer's Name
2. RFP Number 19-55-207799
3. Date and Time Scheduled for Receipt of Proposals: February 18, 2020; 3:00 p.m.
4. Sealed Proposal: Vegetation Control Services

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 ninety (90) 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 Proposers 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 Proposer whose proposal conforming to this solicitation will be most advantageous to ARRC.
- (h) To negotiate any rate/fee offered by a Proposer. ARRC shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Proposer does not accept ARRC's final offer, ARRC may, in its sole discretion, reject the proposal and start negotiations with the next highest ranked Proposer.
- (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 proposers and either award to another proposer 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 Proposer 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, Proposer 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 Proposer 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 (1) original proposal and three (3) copies, containing a statement of qualifications and a concise narrative that fully addresses each evaluation criteria. Proposals shall have a maximum of thirty (30) pages, exclusive of resumes and exhibits. A signed cover letter of a maximum two (2) pages should introduce the proposed firm, summarize the main qualifications of the firm, and 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. A limited number of larger (11x17) sheets are acceptable for graphics or charts. The page limit excludes cover sheets, cover letter, table of contents, forms required by ARRC, resumes or other attachments required herein.

**Important Instructions: To be considered responsive, Proposers must submit the following**

- a: Bidders Questionnaire in Section E. Note all addenda in your firm's proposal**
- b: Cost schedule – Pricing shall be submitted in a separate envelope labeled "Pricing"**

**9. Capacity to Perform**

Any Proposer considered for award as a result of this solicitation may be required to make assurance to the Contract Administrator concerning the Proposer's capacity and capability to perform. Previous contracts of a like nature, financial solvency, and other information may be requested of the considered Proposer. 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 Department of Defense rate. 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 consultants) in the selection process, shall not vest any right, privilege, or right of action in any Proposer.

**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 Proposer 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 Proposers**

Proposers 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 Proposers 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 Proposer's qualifications and references prior to Contract Award. Proposers 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 a Proposer and any other Proposer(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 Proposer may not be financially able to complete the work required by the Scope of Work in a satisfactory manner.
- (d) If Proposer has failed to complete one or more public contracts in the past.
- (e) If Proposer has been convicted of a crime arising from previous public contracts.
- (f) If Proposer is not authorized to perform work in the State of Alaska.

#### **15. References**

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.

#### **16. Clients**

How many clients have begun using your firms' services in the past three years? How many clients have stopped using your firm's services in the past three years? Why?

#### **17. Conflict of Interest**

Disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest.

Please provide any other relevant information that may assist ARRC in the selection process.

#### **18. Contract Period**

The ARRC anticipates awarding a contract for a one (1) year period with the possibility of four (4) one-year extension subject to acceptance by both parties.

## 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.

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. At a minimum your proposal shall address the following in order to be considered responsive:

#### **Experience & Qualifications of the Firm:**

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.

#### **Project & Technical Approach:**

5. Proposers shall explain their overall approach to the Project in a technical narrative. Topics to be discussed include, but are not limited to: schedule, communications, post-award design development, project time frame, Proposer's QC/QA Program, and other topics that the Proposers deems worthy of consideration by the Owner's Selection Committee.
6. This section is also intended to determine a firm's ability to meet the delivery requirements.
7. Describe your firm's processes to ensure adherence and compliancy to Federal, State and Municipality regulations.
8. Provide your general project methodology on how the services will be performed including but not limited to: involvement, communication between the parties, and the methodology used to perform the required scope of services.
9. Describe the proposed management structure, program monitoring procedures and the organization and size of the engagement team.

10. Describe the proposed team's background, along with resumes summarizing their experience in performing upgrades with similar organizations.

**Proposed Key Personnel:**

11. List key personnel to be utilized for this project and provide resumes for such individuals. Include an organization chart showing the roles and reporting relationships of the key personnel and how they will interact with ARRC and among themselves.
12. Describe the percentage of involvement that you expect each of the key personnel to have on the project.

**Pricing:**

13. Please complete and return Section G: Cost Schedule in a separate envelope labeled "Pricing".



## SECTION D

### SELECTION PROCESS AND EVALUATION CRITERIA

The selection of a firm to perform the requested services will be made by an ARRC appointed committee which will evaluate the proposals in accordance with the evaluation criteria specified herein and establish a ranking. 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 at ARRC's Board Room located at 327 West Ship Creek Avenue, Anchorage, Alaska. 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.

### EVALUATION CRITERIA

DESCRIPTION	WEIGHT
1. Experience & Qualifications of the Firm:	10 Points
2. Project & Technical Approach:	30 Points
3. Proposed Key Personnel:	10 Points
4. Pricing:	50 Points

**Note:** For evaluation purposes, the proposed price of a Proposer who qualifies as an Alaska bidder under ARRC Procurement Rule 1200.9 shall be reduced by 5%. Proposers seeking an Alaska Bidders Preference must submit information with their proposals documenting that they meet each requirement stated in ARRC Revised Procurement Rule 1200.9(b).

**Total Possible Score** **100 Points**

### CONTRACT AWARD

Once the committee has established a ranking, 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**

**BIDDER'S QUESTIONNAIRE**

**Note: Failure to provide the information requested in this questionnaire may be cause for rejection of your bid or offer on the grounds of nonresponsiveness and/or nonresponsibility.**

Solicitation Number: \_\_\_\_\_

Name of Your Business: \_\_\_\_\_

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.

Veteran Owned Business \_\_\_\_\_ Disabled \_\_\_\_\_

The bidder shall list any variations from or exceptions to the Terms, Conditions or Specifications of the Solicitation:

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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, 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
- 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: \_\_\_\_\_



## SECTION F

### GENERAL TERMS AND CONDITIONS (Professional Service Contracts) (Revised 3/4/08)

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, direction of work, technical information, technical consulting or other services, including but not limited to design services, analytical services, consulting services, construction management services, engineering services, quality assurance and other specialized 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. Ownership of Work Product. Except for items that have preexisting copyrights, all exhibits, drawings, plans, specifications, notes, reports, data, recommendations, artwork, memoranda and any other information prepared or furnished by Contractor to ARRC in the performance of this contract (collectively "Work Product") shall become the property of ARRC and may be used by ARRC for any other purpose without additional compensation to the Contractor. Contractor hereby grants ARRC an irrevocable, perpetual, royalty-free, fully assignable license (with full sublicense rights) to use all proprietary and confidential information and other intellectual property that may be incorporated into any of Contractor's Work Product for ARRC. Should ARRC elect to reuse said Work Product, ARRC shall indemnify, hold harmless and defend Contractor and its subcontractors against any damages or liabilities arising from said reuse. When Work Product produced by the Contractor and its Subcontractors under this Contract are reused by ARRC, the Contractor's and Subcontractor's signatures, professional seals, and dates shall be removed. If such Work Product requires professional signature and seal, it will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for the new project for which such Work Product is being reused.

Contractor hereby represents and warrants to and for the benefit of ARRC and its successors and assigns that no part of its work product for ARRC will infringe any patent rights or copyrights or utilize any proprietary, confidential or trade secret information or other intellectual property for which Contractor does not have the unqualified right to grant ARRC the license and sublicensing rights referred to above. Contractor shall defend, indemnify and hold harmless ARRC, its successors and assigns, and their respective representatives, agents and employees from and against, any and all claims, defenses, obligations and liabilities which they may have or acquire under or with respect to any patent, copyright, trade secret, proprietary or confidential information, or any other form of intellectual property that may be asserted by Contractor or any other person which arises out of, results from or is based upon the manufacture, use or sale by ARRC or any of its successors or assigns of any of Contractor's work product for ARRC. ARRC shall have the right to select its legal counsel and control its defense in any litigation resulting from any such claim.

10. 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.

11. 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.

12. 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 professional 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.

13. 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.

14. 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 professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications and other items and 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.

15. 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.

16. 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.

17. 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.

17.1 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.

17.2 Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

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. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17.4 Professional Liability (E&O) Insurance: Covering all errors, omissions or negligent acts of the Contractor, its 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:

<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

18. 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.

19. 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Modification of Contract Based on Technological Advances. ARRC reserves the right to modify this contract upon one (1) years' 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.

36. Time of the Essence. 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 under Section 14 of this Appendix F. If Contractor fails to submit a written application for an extension of time due to a delay, ARRC shall not be liable for any amounts, including costs, delays, other expenses, resulting from that delay.

37. Price Escalation: Price escalation shall only be granted upon thirty (30) days notification by vendor to Contract Administrator. Approval for contract price escalation shall only be granted based on the consumer price index (CPI) and/or historic price/cost data supplied by vendor that clearly and convincingly is verifiable and shows a vendor cost that reflects the same gross profit percent as the base offer herein. Vendor's profit margin cannot be increased during the term of this agreement and any renewals/extensions granted.

**SECTION G**

**COST SCHEDULE  
Vegetation Control Services  
RFP No. 19-55-207799**

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 ninety (90) 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:

	<b>Mainline</b>	<b>Sidings</b>	<b>Branch Lines</b>	<b>Yards</b>	<b>Brush</b>	<b>Total</b>
Acres	950	150	170	330	400	<b>2000</b>

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

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

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

<b>#3 (Brush)</b>	<b>Triclopyr (44%)</b>	<b>Metsulfuron methyl (MSM) (60%)</b>	<b>Methylated Seed Oil (MSO)</b>
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 2020:**

1. Vegetation control services for initial application in 2020 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.

**BIDDERS NAME AND ADDRESS**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE BY AND FOR THE BIDDER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
PRINTED NAME OF ABOVE BIDDER

\_\_\_\_\_

\_\_\_\_\_  
DATE OF BID

\_\_\_\_\_  
CONTACT PHONE NUMBER

\_\_\_\_\_  
CONTACT FAX NUMBER