



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
ThompsonC@akrr.com
Phone 907.265.2355
Cel. 907.854.3141

November 30, 2023

Request for Quote # 23-72-211542

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

PASSENGER CAR FLOORING INSTALLATION

Emailed quotes will be received at:

ThompsonC@akrr.com
Alaska Railroad Corporation
327 West Ship Creek Ave.
Anchorage, AK 99501

Until 3:00 p.m. local time December 15, 2023. The email used in submitting your offer shall be plainly marked with the following information;

- a.) Offeror's Name
- b.) Date and time schedule for receipt of offer
- c.) Project title

IMPORTANT: ARRC may award a contract resulting from this solicitation to the responsive bidder whose bid conforming to this solicitation will be the most advantageous to the ARRC. ARRC may reject any or all offers if such action is in the best interest of ARRC, and waive informalities and minor irregularities in offers received. Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this solicitation.

PRE-BID/Site Visit Conference: A Pre-Quote Conference and Site Visit is scheduled for **December 6, 2023 at 2:00 P.M.** at the Alaska Railroad General Office Building (GOB) 327 W. Ship Creek Ave. Anchorage, AK 99501. All Contractors will sign-in at the pre-bid conference and once the conference is completed, will proceed to the Car Shop. Please dress appropriately for weather and safety, PPE is required to include: hardhats safety glasses and steel toe boots.

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS (Less than \$100,000.00) (Revised 7.20.2023) can be found at

[https://www.alaskarailroad.com/sites/default/files/procurement/Federal-Aid Contracts T%26C less than 100k-revised JUL 2023.pdf](https://www.alaskarailroad.com/sites/default/files/procurement/Federal-Aid%20Contracts%20less%20than%20100k-revised%20JUL%202023.pdf)

Federal Grant Funds - Federal Transportation Administration Work associated with this contract is funded by funds from the Federal Railroad Administration (FTA) and the Alaska Railroad Corporation (ARRC). It is the sole responsibility of the Contractor to determine which designated provisions are applicable to this project. .

A bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this RFQ.

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

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



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

This solicitation is not to be construed as a commitment of any kind nor does it commit the ARRC to pay for any costs incurred in the submission of an offer or for any other incurred cost prior to the execution of a formal contract. Please direct all responses and/or questions concerning this solicitation to Lee Thompson, Alaska Railroad Corporation, Contracts Department, 327 Ship Creek Avenue, 2nd Floor, Anchorage, Alaska 99501, telephone number (907) 265-2355 or **cel, (907) 854-3141**.

Sincerely,

C. Lee Thompson
Contract Administrator
Alaska Railroad Corporation

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ATTACHMENTS:

1. 2023 PASSENGER COACH FLOORING INSTALLATION PLANS.
2. FORBO FLOTEX SHEET CARPET INSTALLATION GUIDANCE
3. NORA FLOORING INSTALLATION GUIDE
4. PDS NORA PU 310 ADHESIVE

APPENDIX A

REQUIRED DOCUMENTS

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

1. Cost Schedule
2. Contractor Responsibility Questionnaire - [Form 395-0138]

REQUIRED FOR AWARD. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. Certificate of Insurance - [from Insurance Carrier]
2. Alaska Contractors and Business Licenses
3. Service Contract/Purchase Order - Notice to Proceed (ARRC Generated)

APPENDIX B

SCOPE OF WORK

ARR 554-557, 651 & 652 Flooring Install Scope of Work - Summary

Installation of industrial rubber finish flooring, modular carpet tile, broadloom carpet, wall cove base trim and Low Location Exit Path Marking (LLEPM) track per drawings and specifications contained or referenced herein. Car numbers 554-557, 651 & 652 (six in total) currently located at the Alaska Railroad Car Shop in Anchorage, Alaska. Coach 554 is accessible beginning February 5, 2024 following completion of subfloor repairs by others. Coaches 555-557 are accessible beginning January 15, 2024, and coaches 651 & 652 are available beginning April 1, 2024.

Minimum Requirements

Contractor shall perform and provide the following:

1. Schedule time and date of work with ARRC representative within work window schedule below. Contractor will be required to work within the blue flag track protection of ARRC Carmen during their working hours (6am-4pm Mon-Fri).
2. Maintain a clean work area with proper ventilation when using chemicals or glue.
3. Use only quality materials, e.g. primers, leveling compounds, adhesives, cove base, etc. in the installation of passenger car flooring.
4. Perform professional level, high quality flooring installation work.
5. Contractor will be required to provide all labor and materials (including flooring adhesive, leveling compound and primer as indicated in the plans and scope of work below) necessary to remove and reinstall passenger car tables and seating, demo existing flooring and install new flooring according to manufacturer's recommendations and instructions.
6. Installed flooring shall have tight joints and matching heights at seams.
7. Flooring contractor will be responsible for finish leveling of subfloor to required standards with non-cementitious leveling compound.

Scope of Work

Perform the following work on passenger cars: ARR 554:

1. Remove seats and tables for reinstallation after installing new carpet tile in seating areas. Care must be taken to prevent damage to seat frames, upholstery, tables and all interior fittings. Contractor will be responsible for the cost of replacing or repairing any damage to interior furniture, fittings and fixtures.
2. Demo existing broadloom carpet under seating areas per attachment 1. CAUTION: Care must be taken to prevent delaminating sheet metal facing from the existing subfloor during carpet demo.
3. Install ARRC provided modular carpet tile (Mohawk Braided Stream II or similar, 24" tiles) in seating areas per attachment 1.
 - a. Carpet tile adhesive provided by contractor after submittal approval by ARRC.
4. Reinstall existing seats and tables into original location using existing fasteners.

5. Prime aisle walkway using contractor provided Schonox SHP and level to within 3/16" in 10' or better using Schonox AST patching compound.
6. Install ARRC provided industrial rubber flooring (1 meter squares) Norament 926 Grano in aisle walkway and 5306 Camphor high-grip yellow on ramps per attachment 1.
 - a. Flooring to be installed using ARRC provided Nora PU 310 2-part adhesive.
7. Install ARRC provided LLEPM aluminum glo-strip track per attachment 1. Track installation requires leaving a 1.25" gap in finish flooring for track to set into.

Perform the following work on passenger cars: ARR 555, 556 &557:

1. Remove seats and tables for reinstallation after installing new broadloom carpet in seating areas. Care must be taken to prevent damage to seat frames, upholstery, tables and all interior fittings. Contractor will be responsible for the cost of replacing or repairing any damage to interior furniture, fittings and fixtures.
2. Demo existing broadloom carpet under seating areas per attachment 1. CAUTION: Care must be taken to prevent delaminating sheet metal facing from the existing subfloor during carpet demo.
3. Install ARRC provided broadloom carpet using ARRC provided adhesive in seating areas per attachment 1.
 - a. Contractor is responsible for gathering broadloom carpet from the ARRC anchorage yard and slitting full width rolls to required size off-site for final installation.
4. Reinstall existing seats and tables into original location using existing fasteners.

Perform the following work on passenger cars: ARR 651 &652:

1. Demo existing dome and main level aisle way broadloom carpet per attachment 1. Contractor will be responsible for the cost of replacing or repairing any damage to interior furniture, fittings and fixtures CAUTION: Care must be taken to prevent delaminating sheet metal facing from the existing subfloor during carpet demo.
2. Install ARRC provided broadloom carpet in seating areas per attachment 1.
 - a. Contractor is responsible for gathering broadloom carpet from the ARRC anchorage yard and slitting full width rolls to required size off-site for final installation.
3. Existing Low Location Exit Path Marking glow strip and track to remain. Tuck tufts of new carpet under edges of LLEMP track to provide finished look.

Specifications of ARRC provided materials:

<i>MATERIAL</i>	<i>DESCRIPTION</i>
CPT1 Modular Carpet Tile	MOHAWK MODULAR CARPET TILE, 24"x24",BRAIDED STREAM II
CPT2 Broadloom Carpet	FORBO FLOTEX FR BROADLOOM CARPET, 'METRO GREY', ROLL WIDTH: 78", ROLL LENGTH: 98'
CPT3 Broadloom Carpet	SHAW NOTION ULTRALOC MB BROADLOOM CARPET, '00405' PAUSE, ROLL WIDTH: 78", ROLL LENGTH: 98'
CPT4 Broadloom Carpet	FORBO FLOTEX FR BROADLOOM CARPET, 'METRO ANTHRACITE', ROLL WIDTH: 78", ROLL LENGTH: 98'

NF1 Industrial Rubber Flooring	NORAMENT 962 GRANO, 1mx1mx3.5mm, COLOR '5306 CAMPHOR'
NF2 Industrial Rubber Flooring	NORAMENT 962 GRANO, 1mx1mx3.5mm, COLOR 'HIGH-GRIP YELLOW'
CPT2 & CPT3 Adhesive	FORBO FRS ADHESIVE
NF1 & NF2 Adhesive	NORA PU 310, 2-PART POLYURETHANE
LLEPM TRACK & GLOW STRIP	EXTRUDED ALUMINUM, DRILLED AND CSK 8"OC, INPS FFTRACK8 GLO STRIP

Safety:

The contractor is responsible for maintaining well-ordered work areas.

Hard hats, safety glasses, hearing protection, and safety toe work boots are required in Alaska Railroad shops. Work inside passenger cars does not require hard hats be worn. Contractor will be required to work under carshop personnel Blue Flag protection, coordinated daily.

Expectations:

1. Successful Contractor is responsible for labor, transportation, storage, disposal of debris and all ancillary items. Contractor will coordinate with other trades working in the area.
2. Image is very important to the ARRC, and as such, professional flooring installation work is expected.

Work Schedule:

Shops are staffed daily, 6 AM to 4 PM. Access to the shops after 4 PM will require the contractor to complete an application for ARRC magnetic key and prior coordination for track lockout. If the key is lost, the contractor will be required to pay for the key.

Cars are available for work as shown in Table 1, below. All passenger coaches will be heated and available inside of ARRC Car shop continuously.

CAR NUMBER	AVAILABLE STARTING	ALL WORK COMPLETE
ARR 554	2/5/24	2/9/24
ARR 555	1/15/24	1/26/24
ARR 556	1/15/24	1/26/24
ARR 557	2/12/24	2/16/24
ARR 651	4/1/24	4/5/24
ARR 652	4/1/24	4/5/24

Table 1: Passenger Coach Schedule

APPENDIX C

INSTALLATION SPECIFICATIONS

SECTION 096813 – TILE CARPETING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract.

1.2 SECTION INCLUDES

- A. Modular, non-indexed carpet tile.
- B. Carpet adhesives.

1.3 INFORMATIONALSUBMITTALS

- A. Adhesives
 - 1. Product Data: Submit manufacturer's product data, installation instructions and maintenance guidelines for each material and accessory proposed for use.

1.4 QUALITY ASSURANCE

- A. Installer Qualification: Minimum of five (3) commercial carpet tile installations similar in material, design and scope to that indicated.

1.5 SITE CONDITIONS

- A. Environmental Limitations:
 - 1. Do not install carpet tiles until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
 - 2. Use adhesives in strict compliance with manufacturer's recommendations.

PART 2 - PRODUCTS

2.1 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, non-staining, pressure-sensitive type to suit products and subfloor conditions and is recommended by carpet tile manufacturer for releasable installation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider and protrusions more than 1/32 inch.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

- A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.
- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, non-staining marking device.

3.4 ADJUSTING

- A. Perform the following operations immediately after installing carpet tile:
 1. Remove excess seam sealer and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 2. Remove yarns that protrude from carpet tile surface.

3. Vacuum carpet tile using commercial machine with face-beater element.

3.5 PROTECTION

- A. Protect installed carpet tile to comply with CRI 104, Section 16, "Protection of Indoor Installations".
- B. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813

SECTION 096816 – SHEET CARPETING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract.

1.2 SECTION INCLUDES

- A. Broadloom carpet.
- B. Installation and accessories.

1.3 QUALITY ASSURANCE

- A. Installer Qualification: Engage an installer with a minimum of five (3) commercial carpet installations similar in material, design and scope to that indicated.

1.4 SITE CONDITIONS

- A. Environmental Limitations: Do not install carpet until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

PART 2 – PRODUCTS

2.1 ACCESSORIES

- A. Trowable Underlayments and Patching Compounds: As recommended by carpet manufacturer.

- B. Adhesives: Water-resistant, mildew-resistant, non-staining type to suit products and subfloor conditions indicated, and is recommended or provided by carpet manufacturers.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with installation tolerances, and other conditions affecting carpet performance. Examine carpet for type, color, pattern, and potential defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with CRI 104, Section 7.3, "Site Conditions; Floor Preparation," and with carpet manufacturer's written installation instructions for preparing substrates.
- B. Broom and vacuum clean substrates to be covered immediately before installing carpet.
- C. Make sure that all other conditions which would prevent proper and timely completion of the carpeting are corrected before proceeding with installation.

3.3 INSTALLATION, GENERAL

- A. Installation, General: Comply with CRI 104.
- B. Unroll carpet face up and cut lengths required. Leave carpet to relax at room temperature for 48 hours minimum prior to installation.
- C. Extend carpet under removable flanges and furnishings.
- D. Provide cutouts where required, and bind cut edges where not concealed by protective edge guards or overlapping flanges.
- E. Install metal carpet edge strips where edge of carpet is exposed and where carpet abuts ceramic tile. Anchor edge strips to substrate.
- F. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, built-in furniture including cabinets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.

3.4 GLUE-DOWN INSTALLATION

- A. Apply adhesive, and separate release agent if any, in compliance with CRI 104, and the manufacturer's printed instructions, complying with procedures demonstrated to be satisfactory by test sample.

- B. Lay carpet with tuft or loop rows in straight lines both ways, free of offsets, waviness, distortion, or misalignment.
- C. Butt carpet seams and edges tightly together to eliminate air pockets, and remove looseness and bubbles away from the seams.
- D. Remove adhesive from face of carpet promptly upon exposure.
- E. Roll completed installation with a 110-154 lb roller in both directions to ensure uniform bond everywhere.
- F. Trim carpet neatly at walls and other vertical projections no sooner than 24 hours following installation.
- G. Completed installation shall be free of tacks, scraps, ripples, scallops and puckers, with tight joints accurately aligned.

3.5 CLEANING

- A. Remove visible and excess adhesive, seam sealer, and other surface blemishes from carpet surface using manufacturer's recommended cleaning agent.
- B. Remove and dispose of debris and unusable scraps. Remove protruding face yarn.

3.6 PROTECTION

- A. Protect installed carpet to comply with CRI 104, "Protection of Indoor Installations."
- B. Protect carpet against damage from construction operations and placement of seating during the remainder of construction period.

Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer, to ensure carpet is not damaged or deteriorated at time of Substantial Completion.

END OF SECTION 096816

SECTION 096500 – RESILIENT FLOORING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract.

1.2 SECTION INCLUDES

- A. Resilient Flooring.
- B. Installation and accessories.

1.3 QUALITY ASSURANCE

- A. Installer Qualification: Engage an installer with a minimum of five (5) commercial resilient flooring installations similar in material, design and scope to that indicated.

1.4 SITE CONDITIONS

- A. Environmental Limitations: Do not install resilient flooring until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

PART 2 – PRODUCTS

2.1 ACCESSORIES

- A. Trowable Underlayments, Patching Compounds and Primers: Schonox AST gypsum based self-leveling compound & Schonox SHP Primer.
- B. Adhesives: Water-resistant, mildew-resistant, non-staining type to suit products and subfloor conditions indicated, and is recommended or provided by resilient flooring manufacturers.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with installation tolerances, and other conditions affecting carpet performance. Examine carpet for type, color, pattern, and potential defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with resilient flooring manufacturer's written installation instructions for preparing substrates.
- B. Broom and vacuum clean substrates to be covered immediately before installing resilient flooring.
- C. Level subflooring to within 3/16" in 10' or better prior to installation of resilient flooring.

- D. Prime all areas to receive leveling with a compatible primer for the installation and produced by the same manufacturer of specified leveling compound.
- E. Make sure that all other conditions which would prevent proper and timely completion of the resilient flooring are corrected before proceeding with installation.

3.3 INSTALLATION, GENERAL

- A. Installation, General: Comply with resilient flooring manufacturers installation instructions.
- B. Leave resilient flooring to acclimatize to installation temperature for 48 hours minimum prior to installation.
- C. Extend resilient flooring under removable flanges and furnishings.
- D. Provide cutouts where required.
- E. Cut and fit resilient flooring to butt tightly to vertical surfaces, permanent fixtures, built-in furniture including cabinets, edgings, thresholds, and nosings.
- F. Dry fit entire installation prior to mixing or applying any adhesive.

3.4 GLUE-DOWN INSTALLATION

- A. Apply adhesive in compliance with the manufacturer's printed instructions, complying with procedures demonstrated to be satisfactory by test sample.
- B. Lay resilient flooring in straight lines both ways, free of offsets, waviness, distortion, or misalignment.
- C. Butt resilient flooring seams and edges tightly together to eliminate air pockets, and remove looseness and bubbles away from the seams.
- D. Remove adhesive from face of resilient flooring promptly upon exposure using 70% Isopropyl Alcohol.
- E. Immediately roll completed installation with a 3-section 100 lb roller in both directions to ensure uniform bond everywhere. Re-roll installations again in both directions every hour until the flooring remains in contact with the adhesive and substrate.
- F. Completed installation shall be free of tacks, scraps, ripples, scallops and puckers, with tight joints accurately aligned.

3.5 CLEANING

- A. Remove visible and excess adhesive, seam sealer, and other surface blemishes from resilient flooring surface using 70% Isopropyl Alcohol.

B. Remove and dispose of debris and unusable scraps.

3.6 PROTECTION

A. Protect resilient flooring against damage from construction operations and placement of seating during the remainder of construction period.

END OF SECTION 096500

APPENDIX D

COST SCHEDULE

A bidder's failure to provide the information requested in this appendix will be cause for rejection of the offer on the basis of non-responsiveness.

Provide Services in accordance with the Terms, Conditions and Specifications listed in Appendix B.

<u>Base Bid - Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
ARR 554 Flooring Installation	1 CAR	\$ _____	\$ _____
ARR 555, 556 & 557 Flooring Installation	3 CARS	\$ _____	\$ _____
ARR 651 & 652 Flooring Installation	2 CARS	\$ _____	\$ _____
Base Bid Total:			\$ _____

AWARD CRITERIA: An award will be made to the low, responsive, responsible bidder that meets the requirements as set forth in the specifications and compliance thereof. The Alaska Railroad Corporation reserves the right to determine that all offered materials will serve the application intended. The bid award is contingent on the availability of Alaska Railroad Corporation and FTA funds. Award will be made in the aggregate (including shipping).

The Undersigned has read the foregoing RFQ and hereby agrees to the terms and condition stated therein by affixing his/her signature below.

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 EMAIL ADDRESS

APPENDIX E

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

PART I - INSTRUCTIONS

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

PART II - IDENTITY OF PROPOSER

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

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

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

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

- 8. How long has the Proposer been in business? _____
- 9. Has Proposer been in business under another name? If so, identify name and dates used.

- 10. Does your firm consider itself to be an MBE, WBE or DBE?
 YES NO
 If answer is "YES," attach a copy of certification.

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

PART III-CONTRACTING HISTORY

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

2. Has the Proposer been awarded any private sector contracts within the last five years for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No." If yes, on a separate sheet of paper provide the name and address of the contracting entity, a brief description of work, the dollar amount at award and at completion, date completed, status of the contract and name, address and telephone number of contact person as to each, beginning with the most recent. Indicate if Proposer acted as prime contractor or joint venture. Proposers need not provide more than three such descriptions.
- YES NO

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

3. In the past five years has the Proposer been the subject of any of the following actions?
- A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?
YES NO
- B. Failed to complete a contract for a public or private entity?
YES NO
- C. Been denied a low-bid contract in spite of being the low bidder?
YES NO
- D. Had a contract terminated for any reason, including default?
YES NO
- E. Had liquidated damages assessed against it during or after completion of a contract?
YES NO
- F. Been a defaulter, as principal, surety or otherwise?
YES NO
- G. Been denied an award of a public contract based upon a finding by a public agency that your company was not a responsible contractor?
YES NO
- H. A public entity requested or required enforcement of any of its rights under a surety agreement on the basis of your company's default or in lieu of declaring your company in default?
YES NO
- I. Been denied a performance or payment bond by a surety company?
YES NO
- J. Been required to pay back wages and/or penalties for failure to comply with

state or federal prevailing wage or overtime laws?

YES NO

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

YES NO

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

YES NO

PART IV-CIVIL ACTIONS

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS

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

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

YES NO

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?

YES NO

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

YES NO

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?

YES NO

E. Non-compliance with the prevailing wage requirements of the State of Alaska or similar laws of any other state?

YES NO

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

YES NO

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?

YES NO

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

YES NO

I. Do any principals, officers or partners in Proposer's company have any felony charges pending against them that were filed either before, during, or after their employment with the Proposer?

YES NO

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

A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?

YES NO

B. Been cited and assessed penalties for an OSHA or Alaska/OSHA "serious violation"?

YES NO

C. Been cited for a violation of federal, state or local environmental laws or regulations?

YES NO

D. Failed to comply with Alaska corporate registration, federal, state or local licensing requirements?

YES NO

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

YES NO

PART VI-FINANCIAL

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

1. Proposer's current Alaska Business License, if required by state law.
2. Proposer's Financial Statements may be requested:

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

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

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

NOTICE TO PROPOSERS

A material false statement, omission or fraudulent inducement made in connection with this Questionnaire is sufficient cause for denial of a contract award or revocation of a prior contract award, thereby precluding the Proposer from doing

business with, or performing work for ARRC, either as a vendor, prime contractor, subcontractor, consultant or subconsultant for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges under applicable state and/or federal law.

PART VII -VERIFICATION AND ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

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

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

Signature of Certifying Individual

Date

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

Signature of Notary

Notary Public in and for the State of _____

My Commission Expires: _____

APPENDIX F
GENERAL TERMS AND CONDITIONS
(General Service Contracts)

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

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

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

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

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

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

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

4. Nondiscrimination.

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

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

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

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

5. Cancellation/Termination.

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

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

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

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

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

5.3 Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all service and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to

ARRC all reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or in process, accumulated by Contractor in performance of the contract. In the event of termination for default, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the amount to be paid on this contract exceeds the expense of finishing the work, compensation for additional managerial and administrative services and such other costs and damages as ARRC may suffer as a result of Contractor's default, such excess shall be paid to Contractor. If such expense, compensation, costs and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the differences to ARRC. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

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

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

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

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

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

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

- (4) public disclosure would not embarrass ARRC.

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

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

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

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

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

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

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

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

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

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

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
Greater than \$1,000,000	Negotiable-Refer to Risk Management

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

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

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

19. Savings Clause. If any one or more of the provisions contained in the contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

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

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

24. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Contractor in accordance with the provisions of ARRC Procurement Rule 1600.10.
25. Internal Controls and Record Keeping. Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.
26. Force Majeure. Neither ARRC nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1) notice and reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term "force majeure" shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.
27. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.
28. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.
29. Set Off. If ARRC has any claim against the Contractor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming due under this contract.
30. Observance of Rules. The Contractor's personnel performing work or services hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work. ARRC may, in writing, require the Contractor to remove from the work site any employee ARRC deems to be incompetent, careless, or otherwise detrimental to the progress of the work, but ARRC shall have no duty to exercise this right.
31. No Third-Party Beneficiary Rights. No provision of this contract shall in any way inure to the benefit of any third parties (including the public at large) so as to constitute any such person a third-party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
32. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both ARRC and the Contractor.
33. Key Personnel Changes. Contractor shall secure prior written approval from ARRC for any changes of key personnel assigned to perform services under this contract. ARRC reserves the right to reject any of Contractor's employees whose qualifications and/or experience in ARRC's good faith and reasonable judgment do not meet the standards necessary for the performance of the services required under this contract.

34. Reduction in Contractor's Cost. Any reduction in Contractor's costs resulting from a reduction in freight rates, custom duties, import taxes, excise taxes and/or sales taxes from those in force on the date of the contract is to be paid to ARRC by Contractor in reduction of the price of the ordered supplies.

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