



August 2nd, 2024

ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
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REQUEST FOR PROPOSAL # 24-54-212303

CATERING AND JANITORIAL SERVICES FOR PASSENGER TRAINS

COVER SHEET

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

Firms that have not returned this cover sheet will not be informed of addenda and will only be alerted to addenda by checking with the Alaska Railroad Corporation (ARRC) Contracting Officer, or by checking ARRC's Solicitations webpage located at:

<https://www.alaskarailroad.com/corporate/procurement/solicitations>

Offerors must acknowledge the receipt of all issued addendum(s) on their Proposal Bid Form.

Company: _____

Address: _____

Contact: _____

Phone: _____ Fax: _____

Email: _____

Website: www.alaskarailroad.com



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REQUEST FOR PROPOSALS

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

RFP # 24-54-212303

CATERING AND JANITORIAL SERVICES FOR PASSENGER TRAINS

Proposals will be received until **3:00 p.m. local time on Friday, August 23rd, 2024 via DropBox.**

One electronic copy of your firm's proposal must be submitted using DropBox. Proposals shall be submitted by the above-mentioned date/time to the following DropBox link:

<https://www.dropbox.com/request/mawa1acly2STWdF04Bph>

It is the offeror's responsibility to verify with the Contracting Officer that their proposal was received timely. If your firm has restrictions on DropBox submittals, you must contact the Contracting Officer at least seven (7) days prior to the proposal due date to discuss alternatives.

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

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

Alaska Railroad Corporation
Supply Management
Attn: Sazil Say
327 W. Ship Creek Ave.
Anchorage, AK 99501

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

Pre-proposal Conference: A pre-proposal conference will be held on August 8th, 2024 at 2:30 p.m. local time via WebEx. You may attend the pre-proposal conference by pasting the following link into your web browser: <https://akrr.webex.com/akrr/j.php?MTID=m7e8f11248ec6f903735f04bf07dc145a>

This is not a mandatory meeting, although interested firms are encouraged to participate. An offeror's failure to attend the pre-proposal conference will in no way relieve the offeror of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and scope of work in this RFP.

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

ARRC may reject any or all offers if such action is in the best interest of ARRC, and waives informalities and minor irregularities in offers received. ARRC may award a contract on the basis of initial offers without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Any contract resulting from this solicitation shall incorporate ARRC's Standard Terms and Conditions contained in this solicitation package.

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

Please direct all responses and/or questions concerning this solicitation in writing to:

Sazil Say

Procurement Administrator

says@akrr.com

907.265.8747 *office*

907.885.1747 *mobile*

physical: 327 W. Ship Creek Ave, Anchorage, AK 99501



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1. ARRC Standard Summer Train Consist (2024)
2. Current Operations Dates (2024-2026)
3. 2024 Summer Operational Information
4. Current DEX Services
5. Current Cruise Train Schedule
6. Contractor's Employee Parking Map

These attachments can be downloaded from the Alaska Railroad Corporation's Solicitation webpage located at: <https://www.alaskarailroad.com/corporate/procurement/solicitations>, or from the following DropBox link:

<https://www.dropbox.com/scl/fo/6b4bicdd5d0lik4nfrhbl/ALrsvOY9FfVcgHmOcSDKeo0?rlkey=rojmt197dbh01cio05khjlekz&st=c3s1rxyk&dl=0>

SECTION A

STATEMENT OF WORK

1. INTRODUCTION AND BACKGROUND

The Alaska Railroad Corporation (ARRC) is a full-service railroad providing passenger and freight services within Alaska. ARRC operates and maintains over 500 miles of track, serving communities from the ports of Seward and Whittier in South Central Alaska, north to Fairbanks in the Interior. The year-round passenger service operates two cyclical seasons. The winter season is from approximately mid-September through mid-May, while the summer season is between mid-May through mid-September.

The State of Alaska purchased the ARRC from the Federal Government in 1985. ARRC is a public corporation formed pursuant to AS 42.40, and is an instrumentality of the State within the Department of Commerce, Community, and Economic Development, but operates similar to a private business or governmental enterprise activity. In addition to the aforementioned year-round passenger service, ARRC generates revenue through freight train service from Seward to Fairbanks-North Pole and real estate holdings. Significant infrastructure and equipment investments are funded with grants from various Federal agencies. The ARRC is governed by a seven-member Board of Directors appointed by the Governor of Alaska.

You can learn more about the Alaska Railroad Corporation by visiting www.alaskarailroad.com.

1.1 OBJECTIVE

ARRC is soliciting proposals for onboard catering/food and beverage (F&B) for ARRC's regularly scheduled passenger, chartered, and/or specialty trains, and janitorial services for Anchorage and Fairbanks based trains. It is important to ARRC to find a partner who will meet or exceed all requirements set forth in this solicitation.

1.2 SERVICES REQUIRED

The Contractor shall provide catering and janitorial services for ARRC's regularly scheduled passenger, chartered, and/or special trains. The Contractor shall provide all management, labor, supervision, supplies, and other services necessary to establish and operate a high quality, well managed, and efficiently performed services in accordance with the provisions of this solicitation. Performance of these services directly impacts the passenger's experience, train operations, and staff and passenger wellbeing.

1.3 PERIOD OF PERFORMANCE

The contract shall be effective from contract execution for five years.

2. PASSENGER TRAIN OVERVIEW

During the summer months, the ARRC operates five regularly scheduled ARRC trains, the Coastal Classic, Denali Star (north and southbound trains), Glacier Discovery, and Hurricane Turn trains. In addition, the ARRC operates charters and special trains on behalf of partners. During the winter months, the ARRC operates the Aurora Winter Train and the Hurricane Turn Train. More information is provided in section 4.3.1 Train Schedules subsection of this solicitation and within the 2024 Summer

Operational Information and Current Operations Dates document attached hereto. Passenger train schedules are subject to change without notice.

3. AUTHORIZED REPRESENTATIVES OF ARRC

“Contracting Officer” is also referred to as CO, the person authorized to enter into and administer the Contract on behalf of the Owner and has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract.

“Manager, Guest Services” is designated as the Technical Representative of the Contracting Officer (TRCO) for the catering portion of this contract. Additionally, they are responsible for the overall performance and project management associated with this service contract. The authorized representative of the Owner who is responsible for administration of the Contract. The TRCO may not make any change in terms, conditions, provisions, or other articles of the contract without the written concurrence of the Contracting Officer.

“Manager, Passenger Maintenance and Support” is designated as the Technical Representative of the Contracting Officer for the janitorial portion of this contract.

“Technical Representative of the Contracting Officer” is also referred to as TRCO, the TRCO is ARRC’s representative responsible for checking the Contractor’s performance under this service contract.

4. CATERING SCOPE OF WORK

4.1 ONBOARD CATERING SERVICE

Except as otherwise provided in this contract, the Contractor shall be responsible for all costs of the operation of the catering service and will hold harmless ARRC from any and all claims, demands, or liability on account of Contractor's negligent performance of such operations or other willful misconduct by Contractor. All food and other supplies shall be purchased and all managers, supervisory personnel, and food service personnel shall be compensated by the Contractor, in the Contractor’s own name and at its expense.

4.2 SERVICE CATEGORIES

The Contractor shall provide management, accounting, supplies, labor, and supervision for control, sale, and service of items within, but not necessarily limited to the categories listed below. The categories of items for each specific train service shall be negotiated with ARRC.

- a. Dining Service (formal and informal, inclusive and non-inclusive, full dining service); the Contractor shall submit a proposed menu and staffing plan to ARRC for approval. The Contractor shall also submit a plan of service, which will include a description of how the Contractor expects to market services onboard the trains.
- b. Beverage Service (formal and informal, inclusive and non-inclusive beverage service); the Contractor shall offer beverage service including coffee, tea, soda, beer, wine, and mixed drinks to ARRC’s passengers. The Contractor must possess a valid liquor license, and shall comply with all laws and regulations applicable to the sale of serving of alcoholic beverages aboard the train, and shall carry liquor liability insurance with single combined limits per occurrence of not less than one million dollars (\$1,000,000). The Contractor shall defend, indemnify, and hold ARRC harmless from any and all claims arising from the sale, service,

or consumption of alcoholic beverages while on ARRC's property or onboard the train. The Contractor will only indemnify ARRC for sale, service, and consumption of alcoholic beverages supplied and sold by the Contractor onboard the train cars. The Contractor will not accept any liability and will not indemnify ARRC for incidents, claims, or damage arising from a passenger's consumption of alcoholic beverages not sold by the Contractor, or if any passenger was intoxicated before boarding the train. Furthermore, ARRC shall be solely responsible for preventing passengers from bringing alcoholic beverages on the train.

- c. Pre-Purchased Drink and Meal Vouchers; Passengers traveling in groups/tour groups have the option to purchase pre-paid meal and/or drink vouchers. While it is important to cater to the needs of pre-sold meals (vouchered) to tour groups, the Contractor must be mindful of the needs of Fully Independent Travelers (FITs). The perception of unequal treatment undermines the passenger experience. Where possible, the Contractor shall include FITs in the same seating as tour groups, if space permits. Should a group occupy the entire dining area, it is imperative to arrange with the tour leader to commence service earlier so that FITs can be accommodated within a reasonable timeframe. It may be necessary for the Contractor to augment service to accommodate more seating than normally scheduled. The Contractor and ARRC shall share mutual responsibility for ensuring their respective staff are adequately trained in groups and group voucher accommodations, and have the necessary material posted or available onboard.
- d. Charter/Special Trains; the Contractor shall have a right of first refusal to provide catering service for charter and special trains operated by ARRC. The Contractor shall offer a full-service catering service for charter or special trains that includes formal and/or informal dining, hot and cold meals, appetizers, desserts, and beverage service. The costs for such service shall be negotiated by the parties and paid for separately outside of this contract. ARRC will notify the Contractor at least twenty-four (24) hours in advance of any special trains so that it may adjust its work schedule and personnel accordingly. This section will not apply to the Beer Train, Ski Train, and other special trains that provide their own caterers.

4.2.1 CLASSES OF SERVICE

There are two types of passenger train services offered on ARRC passenger trains; Adventure Class and GoldStar Service. GoldStar Service is only available on the Coastal Classic and Denali Star. Adventure Class is available on all other ARRC operated trains. Charters and special trains do not have ARRC designated classes of service, as such meal options vary.

Passengers in GoldStar Service have inclusive sit-down/formal options. All soft beverages are included, and two complimentary adult beverages per trip. The number of meals depends on the length and route of their train segment, for more information refer to the 4.2.1 GoldStar Dining subsection of this section.

Adventure Class is generally non-inclusive and informal dining. FITs can purchase food and beverages onboard the Coastal Classic train in the full-service dining room **only**, sit-down dining is not available for Adventure Class passengers on the Denali Star. Adventure Class passengers traveling with a tour group may have pre-purchased drink and meal vouchers as aforementioned in this section.

4.2.2 GOLDSTAR DINING (FORMAL & INCLUSIVE DINING)

GoldStar Service is offered on the Coastal Classic Train, Denali Star Train, and Denali Express Train. Depending on the segment of travel, GoldStar passengers are provided one to three meals onboard.

In addition, GoldStar passengers 21 years or older are eligible for two alcoholic beverages per adult, per boarding pass. Passengers have the option to purchase additional alcoholic beverages at their own expense.

- a. BREAKFAST: will include one entrée, non-alcoholic beverages, and gratuity. If the passenger opts for an alcoholic beverage, this will be included as one of their included alcoholic beverages, or is available at an additional cost.
- b. LUNCH: will include one entrée, non-alcoholic beverages, and gratuity. If the passenger opts for an alcoholic beverage, this will be included as one of their included alcoholic beverages, or is available at an additional cost.
- c. DINNER: will include one entrée, a choice of soup or salad, dessert, and non-alcoholic beverages. If the passenger opts for an alcoholic beverage, this will be included as one of their included alcoholic beverages, or is available at an additional cost.
- d. There is no limit to non-alcoholic drinks; coffee, tea, soda, water, hot chocolate, or juice.

4.2.3 CAFÉ SERVICES (INFORMAL & NON-INCLUSIVE)

All ARRC trains, except the Hurricane Turn Trains, offer the Wilderness Café for grab-and-go food and beverage items, this is non-inclusive informal dining typically offered in a Café Car. The café service shall commence upon train departure, and be concluded no more than 30 minutes prior to the end of the train trip. The menu shall be posted in the Café Car or food service area. The Contractor shall coordinate employee breaks in conjunction with the dining room personnel. While this is informal dining, there are tables for dining, and tables and trash maintenance shall be performed throughout the trip. The Contractor may utilize limited seating in a Café Car to handle overflow for full-service dining when deemed necessary and appropriate by onboard staff.

4.2.4 SERVICE STANDARDS

- a. The Contractor shall ensure that catering service is available to passengers as designated in this solicitation. Catering service shall remain available during the duration of each trip or until all guests have been served except for that period at the end of each trip that is necessary to record the day's receipts, and to clean up from that trip. If necessary, due to guest demand, the dining service shall remain available during the entire day. The Contractor shall submit to ARRC for its approval a schedule of close out times for each train. Said schedule shall include a recommended time and location for the close out.
- b. Employees in food cars must be at work and ready to serve customers. Breaks may not occur during busy times.
- c. The Contractor's employees shall dress in a uniform approved by ARRC, maintain acceptable standards of cleanliness, and shall have a neat, clean and professional appearance at all times while on the train. Employees may not sleep in their uniform in any passenger, bag, or food service car ever. ARRC reserves the right to request the removal of employees not meeting these standards.
- d. Food service shall be adequately staffed by the Contractor, and shall have a menu for all day dining.
- e. It is crucial for success on a complicated operation such as catering services provided onboard trains, that the Contractor prepares schematics showing the choice of produce, the storage of product, the rotation of product, and delivery and placement onboard confined space(s). Products must be consistent, must fit the allocated storage area, and must be stored in a food safe manner. Schematics shall be made available for ARRC review.

- f. The Contractor shall be expected to use locally grown and/or Alaska made products whenever financially and logistically viable.

4.2.5 MEAL SCHEDULES

The timing of meals is subject to a time and place orientated schedule. The Contractor shall provide meal service for breakfast, lunch, and dinner with mealtimes that are agreed upon between the Contractor and ARRC. Mealtimes depend on the train and are agreed upon between the Contractor and ARRC, for more details please refer to the following 4.3.1 Train Schedules subsection. Adjustments will have to be made to accommodate vouchered tour groups within the schedule. The timing of crew meals shall reflect the crew schedule. The Contractor shall make every reasonable effort to accommodate the crew, provided that the rhythm of passenger service is not interrupted.

4.3 DINING SERVICE ON THE RAILS

4.3.1 TRAIN SCHEDULES

Prior to the commencement of each season, ARRC shall provide the Contractor with the schedules for the below referenced trains. The schedules shall show the routes, days of service, departure and arrival times, as well as the description of the cars in each train consist.

This table is a brief overview of the ARRC’s Passenger Operations and dining options:

NAME OF TRAIN	ROUTE	DESCRIPTION
COASTAL CLASSIC	Anchorage > Girdwood > Seward > Girdwood > Anchorage	Two classes of service, formal/informal, inclusive/non-inclusive, and full-service dining offered, operates 7 days a week in the summer
DENALI STAR (NORTH & SOUTHBOUND)	Anchorage > Wasilla > Talkeetna > Denali > Fairbanks (reverse for southbound)	Two classes of service, full-service dining for GoldStar passengers only , informal and non-inclusive options available for all passengers, operates 7 days a week in the summer
GLACIER DISCOVERY	Anchorage > Girdwood > Portage > Whittier > Portage > Spencer Glacier > Grandview (and back)	Adventure Class only , limited service, informal and non-inclusive options, operates 7 days a week in the summer
DENALI EXPRESS (DEX) (NORTH & SOUTHBOUND)	Anchorage > Denali > Anchorage	Chartered train, 2 GoldStar Cars utilized by Holland America/Princess, see section 4.3.2 for more details

CRUISE TRAINS	Anchorage > Seward/Whittier > Anchorage	Chartered train, informal, inclusive, full-service dining for all passengers, see section 4.3.3 for more details
AURORA WINTER (NORTH & SOUTHBOUND)	Anchorage > Wasilla > Talkeetna > Hurricane > Healy > Nenana > Fairbanks (reverse for southbound)	Adventure Class only , formal/informal, non-inclusive, and full-service dining offered, see section 4.3.4 for more details
HURRICANE TURN (WINTER)	Anchorage > Hurricane > Anchorage	No food service, 1 st Thursday each month during the winter season
HURRICANE TURN (SUMMER)	Talkeetna > Hurricane > Talkeetna	No food service, Thursday - Monday in the summer season
CHARTER AND SPECIAL TRAINS	TO BE DETERMINED	Could be added to a regularly scheduled ARRC operated train, formal/informal, inclusive, and full-service dining offered, some chartered/special trains provide their own caterers

4.3.2 DENALI EXPRESS TRAIN (DEX)

The Denali Express Train is a chartered train which operates ARRC GoldStar Car(s). There is typically one (1) ARRC GoldStar Cars on each DEX consist. This train is staffed by HAP personnel to provide F&B services, however there are some costs associated with the GoldStar Car(s) at the expense of the Contractor. On days the DEX operates, the Contractor will negotiate a rate per GoldStar Car(s) used by Holland America/Princess (HAP). ARRC will bill HAP equal amounts to cover costs. For more details refer to the Current DEX Services attached hereto.

4.3.3 CRUISE TRAINS

The Cruise Trains are chartered trains which travel between Seward/Whittier and Anchorage. The train consist is based in Seward, where all stocking and food preparation takes place. Each car has a kitchen and food storage capabilities. The Contractor shall provide informal meal service offering breakfast and lunch on this train, as well as full bar service in each car. The schedule and days of the week of operation may vary. ARRC and the Contactor shall agree the Cruise Trains are on an “as needed” basis, to support the needs of ARRC through the Cruise Train operations. ARRC makes no guarantees on estimated quantities, dollar amounts, or the number of trains that will operate under this contract.

4.3.4 AURORA WINTER TRAIN

The Aurora Winter Train travels weekends between Anchorage and Fairbanks, as well as select mid-week departures scheduled in advance. When the train departs Anchorage for the first day of the run, it travels north all the way to Fairbanks, along the way making various stops. The onboard dining staff stay in Contractor provided housing overnight, then travel back to Anchorage the following day. There

is a Dining Car and a Café Car on this train. The Contractor shall provide formal and informal dining options. Sit-down meal service is to offer breakfast, lunch, and dinner, and informal grab-and-go type foods should be made available throughout the journey. Food options are non-inclusive for all FITs.

4.3.5 PASSENGER COACHES SEATING CAPACITY

The seating capacity of ARRC’s Passenger Coach is as follows:

TYPE OF COACH	NUMBER OF SEATS
GoldStar	72
Passenger	60-78
Single Level Dome	68-76
Vista Dome	60 (36/38 revenue)
Dining Car	36-44 (4 seats per table)

For train capacity details, refer to the ARRC Standard Summer Train Consist, Current Operations Dates, and 2024 Summer Operational Information attached hereto.

4.3.6 GUEST COUNTS

The Contractor shall be aware of the number of passengers onboard at any one time, and where those guests board and de-board. ARRC shall provide the Contractor with a daily five-day outlook of passenger load factors which will allow the Contractor to adjust staff levels accordingly.

4.4 WORKING AREA CLEANLINESS

The Contractor shall maintain the kitchen, pantry, bar, and counter work areas of catering services in a clean, neat manner acceptable to ARRC and in accordance with industry standards. Specifically, the Contractor shall perform the following cleaning tasks:

- a. Stoves, ovens, and grease traps shall be cleaned at the end of each trip (northbound and southbound), and must be free of grease on the stove surface and around the burners.
- b. Refrigerator, freezers, cabinets, shelves, and storage compartments shall be kept clean and free of debris throughout use and at the conclusion of each day by the work area crew.
- c. All foodstuffs shall be kept in covered containers or wrapped in protective foil, film, or paper, and be dated with the specific date the foodstuff was removed from the original package.
- d. All counters, tables, and other work areas shall be kept clean and free of debris at all times. The Contractor shall be responsible for routine bussing of tables and cleaning of tables (including changing linen, if necessary) between meals served, and at the end of each trip. The Contractor shall damp-wipe all chairs, tables, and other surfaces as necessary during each trip, and at the end of each trip.
- e. Condiment dispensers on tables shall be kept supplied and clean at all times.
- f. ARRC representatives will routinely inspect the cleanliness and sanitation of the food service cars. The Contractor shall immediately correct any unsanitary conditions upon notification by ARRC.
- g. The Contractor shall thoroughly clean all equipment at the end of the summer season. Including but not limited to the following:
 - 1. All kitchen equipment shall be cleaned; dirt, dust, and debris free after cleaning.
 - 2. All refrigerators and freezers shall be emptied and scrubbed.
 - 3. All cabinets and storage compartments shall be emptied and wiped clean.

4. Drain boards shall be removed from floor and the floor thoroughly scrubbed and rinsed.
5. Drain boards and mats shall be scrubbed, rinsed and replaced.
6. All stove tops and grills shall be scrubbed and wiped and coated lightly with mineral oil and paper.
7. End of season clean-up must be inspected and approved by ARRC prior to acceptance.
- h. The Technical Representative of the Contracting Officer (TRCO) will inspect the work performed by the Contractor and point out deficiencies.
- i. The Contractor shall ensure that routine inspections are performed by a qualified Health, Safety, Environment, and Quality (HSEQ) Inspector.
- j. The Contractor shall comply with all applicable State and/or Municipal food health codes.

4.4.1 WORK AREA READINESS

DINING ROOM

- a. Seats and windowsills wiped down
- b. Floor is swept (mopped when needed)
- c. Top of booths wiped down
- d. Everything is stored to schematic
- e. Menus are clean and placed accordingly
- f. Tables are set to standards
- g. Drawers and storage areas are clean
- h. Napkins are properly folded and stored
- i. Cutlery is polished and stored in appropriate bins
- j. Sugar bowls, creamers, salt and pepper shakers are clean and full
- k. Cocktail trays are wiped down

GALLEY AND CAFÉ

- a. Products and equipment stored to schematic – orderly and secure
- b. Shelves and workspaces are clean
- c. Dishes and cookware are clean and in place
- d. Dirty linen is consolidated and stored properly
- e. Garbage bags are not for broken glass or liquids. They should be removed promptly and not over-filled. This is a sanitation issue as well as a safety issues. All trash bags should be doubled up and placed in the ARRC crate provided in the baggage car.
- f. Fridges and freezers are clean and stocked according to schematic. Food is rotated, labeled and dated.

GOLDSTAR UPPER LEVEL

- a. Seats and windowsills wiped down
- b. Seatbacks returned to upright position
- c. Floor is swept (mopped or vacuumed when needed)
- d. Tray Tables wiped down and stowed in upright position
- e. Everything is stored to schematic
- f. Menus are clean and placed accordingly
- g. Drawers and storage areas are clean
- h. Cocktail trays are wiped down

- i. Garbage bags are not for broken glass or liquids. They should be removed promptly and not over-filled. This is a sanitation issue as well as a safety issues. All trash bags should be doubled up and placed in the ARRC crate provided in the baggage car.

4.4.2 TURNOVER

During turnover in Denali, Talkeetna, or Seward, the food service staff is responsible for the following:

- a. Going through the car and picking up trash
- b. Emptying all trash cans (other than restrooms)
- c. Wiping down all tray tables in Seward (only obviously dirty tray tables in Denali and Talkeetna)
- d. Putting seatbacks up
- e. Cleaning out seatback pockets

If the GoldStar bartender or Wilderness Café attendant needs to be relieved for a break, their position must be covered in conjunction with the dining room personnel to insure continued service.

4.4.3 SEWARD LAYOVER

Before leaving the train or setting up sleeping stations, the GoldStar seating area, the Café, dining, and galley areas should be cleaned and reset, and the trash removed. The ARRC Tour Guide(s) and Onboard Supervisor (OBS) will clean the toilets in the GoldStar cars, and take care of the trash and seating areas in Adventure Class, as well as assist with any major problems with cleaning in the other areas. Both the Contractor's on-site supervisor and ARRC OBS need to agree the cleaning is complete before the Contractor and ARRC staff can clock-out and start their layover break.

4.5 MENUS

The Contractor shall submit proposed menus for the following season to ARRC for approval no later than the 31st of January each year during the term of this contract. Pricing and final menus will be submitted no later than the last week of March each year. Proposed menus for the Aurora Winter Train shall be submitted the last week of July with pricing, and final menus will be submitted no later than the last week of August each year.

4.5.1 DISPLAYS

All display of any materials containing items for sale in any Dining or Café Car will be at the direction of the ARRC Manager, Guest Services and the Contractor's F&B Manager/on-site supervisor. All display material will be agreed upon and available for posting the first day of passenger season(s), and must be kept current. No handwritten signs of any sort or tip jar signs are allowed. The Contractor's F&B Manager shall be responsible for ensuring that this policy is abided by.

4.6 PERFORMANCE METRICS

The Contractor and ARRC shall prepare and agree to a mutually acceptable customer survey that establishes Key Performance Indicators (KPI). The survey shall include a rating schedule that indicates whether service levels are; Excellent, Good, Acceptable, Need Improvement, or Unsatisfactory. Average ratings of good to excellent shall constitute acceptable levels of quality and service. The customer service survey shall be conducted by ARRC and results will be communicated with the Contractor. The results of these surveys will establish some of the benchmarks used when measuring the relative success of the Contractor in the performance of this contract.

4.7 STOCK LEVELS

The quality, quantity, and variety of all food and beverages offered by the Contractor shall be subject to the continuing inspection and approval of ARRC. Restocking of suppliers shall be accomplished during periods of limited or no passenger activity on trains. All supplier shall be in their proper place and ready to serve 30 minutes prior to departure; provided that ARRC has train consists positioned within an adequate and reasonable amount of time to stock the cars. Stock must be kept replenished at all times, enabling the Contractor to produce all meals listed on the menu. Each product shall have a designated place when in use and a designated area to draw on when it has to be replenished on the train. It is all-important to have enough stock available to satisfy guest demand. Par sheets shall be developed and maintained throughout the season to support adequate stocking on all food coaches and shall be provided to ARRC upon request. Initial par sheets shall be made available at any time as requested by ARRC Manager, Guest Services.

4.8 FOOD SPOILAGE

ARRC shall reimburse the Contractor for food spoilage caused by the failure of ARRC owned refrigeration or freezer equipment. The reimbursement will be only for the actual cost of the food items damaged. The Contractor will not be held responsible for a reduction in menu offerings caused by any failure of ARRC owned equipment.

4.9 ARRC EMPLOYEE DISCOUNT

ARRC Passenger Operations Staff and Train Crews while working onboard whom desire to order an item from the Contractor's regular menu, both in the Dining Room and Café, shall pay 50% of the price listed on the menu. ARRC will reimburse the Contractor for the remaining cost of the meals. The Contractor and ARRC share responsibilities to ensure no food is provided to ARRC staff free of charge. The Contractor's on-site supervisors shall ensure that the staff they supervise understand the serious nature of this offense. Any ARRC staff member caught stealing food will be turned over to their supervisor for discipline.

5. JANITORIAL SERVICES SCOPE OF WORK

The Contractor shall provide all labor, tools, materials, supplies, supervision, equipment, and customary services required to perform janitorial services on all Passenger Coaches/Cars, Café/food service Cars, and Baggage Cars as described herein for Anchorage and Fairbanks based trains. The Contractor will provide cleaning service for the winter Hurricane Train, but will only provide the cleaning supplies for this train in the summer, the cleaning service for this train will be performed by ARRC personnel during the summer months.

5.1 LOCATIONS

5.1.1 ANCHORAGE BASED TRAINS

All work shall be performed in ARRC's Car Shop, on the outside service tracks at the Car Shop, or at an ARRC train depot. In Anchorage, employees who work in the ARRC Car Shop shall utilize the area by the Mechanical Office Building (Building 63). This will normally only be used from about 10:00 p.m. to 6:00 a.m., but occasionally will be used during daytime hours for charters, cruise trains, and other trains that come up which need to be cleaned during the day.

The Contractor will contact the TRCO or a work leader if unable to locate cars. The Contractor is to contact the yard or mechanical for assistance in finding cars, and regarding spot times and "switching" details. The Contractor shall be responsible for coordinating its hours of operation with the arrival and

departure of trains. The Contractor shall be responsible for ensuring they read the equipment schedule daily and understand where cars are located in order to clean them. The Contractor shall keep track of its employees working in the Car Shop, depot(s), or on ARRC property at all times.

Cleaning tasks for the Cruise Trains are to be performed during the layover period in Anchorage at either the Anchorage Depot (downtown) or at the Bill Sheffield Alaska Railroad Depot located at the Ted Stevens Anchorage International Airport. More information provided in the 5.5.4 Cruise Trains subsections of this solicitation.

5.1.2 FAIRBANKS BASED TRAINS

Janitorial services in Fairbanks are to take place at the Fairbanks train depot located at 1031 Alaska Railroad Depot Road, Fairbanks, AK 99701. As with Anchorage, the Contractor is responsible for figuring out when and where the train will arrive/depart and performing janitorial services within the Scope of Work.

5.2 SUPPLIES AND EQUIPMENT

While in the Car Shop, all the Contractor's employees shall wear the following:

- a. Hard hats
- b. Safety glasses
- c. Orange vests
- d. Safety toed footwear

The Contractor shall have all soap, detergents, and other cleaning agents which are considered mild and non-caustic and of a nature known to be non-injurious to painted, waxed, or otherwise protected surfaces approved by ARRC prior to use on any ARRC owned equipment. The Contractor shall not use, in connection with the work under this contract, any materials which the Contracting Officer or TRCO determines would be unsuitable for the purpose of harmful to the surfaces to which applied or to any part of the building, its contents, or equipment.

The equipment used by the Contractor shall be of size and type customarily used in quality work of this kind and shall meet the approval of the Contracting Officer or TRCO. Equipment deemed by the TRCO to be improper type or design or inadequate for the purposes intended shall be removed from the premises and replaced with satisfactory equipment.

5.3 LOST AND FOUND ITEMS

It is the responsibility of the Contractor to ensure that all articles of personal or monetary value found by the Contractor's employees in any ARRC coaches and baggage cars are immediately turned over to the Car Shop Lost and Found Bin immediately after arrival in Anchorage or Fairbanks using ARRC chain of custody documents.

5.4 CLEANING TASK DEFINITIONS

1. TRCO: Technical Representative of the Contracting Officer. ARRC's representative responsible for checking the Contractor's performance.

2. Remove Trash: All waste baskets and other trash containers must be emptied, cleaned and returned to their initial location. Trash can liners must be removed and replaced each time trash receptacles are emptied or cleaned. Trash receptables located in restrooms must be emptied, cleaned and the

receptable wiped clean with a damp cloth to remove all residue. All cans, bottles, newspapers, and other waste material left in coaches will be removed from areas under, around, and on seats, window ledges, overhead luggage racks, and other luggage areas on a nightly basis. All waste collected from trash receptables must be emptied into plastic bags and secured with bag ties. Waste receptables which have been lined with a plastic bag are not required to be wiped clean provided no leakage has occurred. The Contractor will pick up any trash that may fall on the facility or grounds during the removal of such collected trash. All waste material and collected trash must be emptied into receptables provided by ARRC for this purpose. All trash must be removed from the train by the day after use. Trash is to be taken directly to the compactor and may not be left in the Car Shop.

3. Recycling: In addition to waste management responsibilities outlined above, the Contractor agrees to facilitate recycling efforts on all ARRC coaches and baggage cars. This includes segregating recyclable materials such as cans, bottles, newspapers, and other recyclable waste from general trash. The Contractor shall ensure that recyclable materials are properly disposed of in the designated recycling dumpsters and shall adhere to all local recycling regulations and guidelines.

4. Biohazard Needles: The Contractor will check sharps containers nightly in all restrooms on cars used that day, and if they are full, pull out and drop into a biohazard bucket, and replace with a new container. Supplies for this service will be kept in the janitorial area within the Car Shop.

5. Lost and Found: All items found on the train will be turned over to the Car Shop Lost and Found Bin immediately after arrival in Anchorage or Fairbanks using ARRC chain of custody documents.

6. Report Broken Items: The Contractor shall report missing or broken curtains, broken or leaking windows, seats, non-working plumbing, etc. daily to the Manager, Passenger Maintenance and Support (Car Shop Manager/Supervisor).

7. Car Seats: All debris shall be removed from between the seat and wall. All seat cushions will be lifted and any trash or debris shall be removed. Cushions shall be damp wiped and disinfected with a germicidal detergent. Fabric seats must be vacuumed thoroughly to remove debris and dust. All vinyl head rests, armrests, and seat backs are to be damp wiped and disinfected with a germicidal detergent. Seats must be free of all visible litter and soil. Spots must be removed as soon as noticed. Vinyl must be treated regularly with a suitable product.

8. Turning Seats: All seats that can be turned shall be turned to remove debris from between the seat and well. All seat cushions shall be lifted and any trash or debris shall be removed by brushing and/or vacuuming. When finished, all seats shall be placed in the total upright position and turned to face the head of the coach.

9. Rely+On™ (or similar product): The Contractor shall apply Rely+On™ to all consists on a every other roundtrip schedule.

10. Supplies: The Contractor will purchase air freshener dispensers, air freshener, and batteries for all trains originating in Anchorage and Seward at directed by the TRCO. The Contractor will purchase all soap and sanitizer dispensers and ensure they are placed in all new cars, and broken ones are removed after each trip and replaced with new ones.

11. Clean and Sweep Floors/Stairs: After the floor and stairs have been cleaned and swept, the entire floor surface, including corners, abutment and vestibules must be free of litter, dust, and other foreign

debris. Easily movable items shall be tilted or moved to sweep underneath. Gum, heel marks, and other foreign material must be removed.

12. Vacuum Carpets and Door Tracks: After being vacuumed, the coach floors must be free of all visible litter and soil. Carpet spots will be cleaned when TRCO notifies the Contractor. All tears, burns, or raveling must be brought to the attention of the Manager, Passenger Maintenance and Support (Car Shop Manager). Edging tools will be used around seats, steam vents, metal edging where carpet is indented, and all other areas where appropriate. Door tracks on coaches and baggage cars will be vacuumed to remove any rocks or debris that could interfere with the smooth movement of the door operation.

13. Floor Maintenance: All the floors shall receive floor maintenance. After receiving floor maintenance, the entire floor shall have a uniform coating of non-skid floor wax, have a uniform, glossy appearance, and be free of scuff marks, heel marks, or other stains and discolorations. All floor maintenance solutions shall be removed from furniture, trash receptables, steam vents, walls, etc. Movable items shall be returned to their proper position when all cleaning operations have been completed. Floor maintenance includes the techniques of stripping, as required to achieve the desired results. The techniques used depend upon the materials, equipment, and personnel used to do the job and the condition of the floor. The Contractor need not apply the techniques to the entire floor, unless necessary, but only to the portion of the floor needing work to bring the entire floor up to the standard.

14. Mop Floor/Stairs: All accessible areas, including vestibule, stairs, and trash can receptable areas, must be mopped or washed. Chairs, trash receptables, and easily movable items shall be moved to mop underneath. After being mopped, the floor and stairs shall have a uniform appearance, with no streaks, swirl marks, detergent residue or any evidence of soil, stains, film, debris, or standing water. There shall be no splash marks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Carpeted floors shall not be mopped.

15. Clean Drinking Fountains: Disinfect and polish metal surfaces, including orifices and drains. After cleaning, the entire fountain shall be free of streaks, stains, spots, smudges, scale, and other obvious soil. The splashboard shall be free of smudges, fingerprints, marks, streaks, etc.

16. Restroom Floors and Restrooms: The entire restroom floor shall be thoroughly mopped with a neutral soap and hot water solution. Areas around toilet bowls and all other hard-to-reach places such as corners and between piping will be given special attention, and hand-mopping or cleaning will be accomplished to maintain a high degree of cleanliness. Toilet bowls, lavatories, dispensers, walls, and other restroom surfaces shall be cleaned and disinfected with a germicidal detergent. Toilet bowls shall be descaled. After descaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains. Aluminum bars, stainless steel surfaces, and other metal on doors, etc. shall be polished. After cleaning, the entire restroom shall have a clean, uniform appearance, free of streaks and other obvious soil.

17. Resupply Restrooms: Restroom dispensers shall be stocked in the correct manner. Restroom fragrance dispensers shall be checked, and batteries and fragrance changed as needed. Extra supplies will be stocked according to a list provided by the TRCO, and shall be placed in an area designated by the TRCO. All paper products supplied by the Contractor must be biodegradable and must be approved by the TRCO prior to use. Toilet paper must be suitable for use in re-circulating toilets. An agreed upon supply list for each consist shall be kept stocked.

18. Dusting: After weekly dusting, all dust, lint and dry silt shall be removed from the horizontal surfaces of chairs, radiators, tables, luggage racks, and other equipment, and from horizontal ledges such as window sills, handrails, vestibules, etc. All metal surfaces shall be free from marks, soil, smudges, etc. and have a uniform appearance.

19. Window Treatments: Curtains and shades shall be dusted and/or vacuumed to remove all residues. After cleaning, there shall be no trace or film, dirt, smudges, water, or other foreign material. Metal parts shall be polished.

20. Spot Cleaning: Remove smudges, fingerprints, marks, streaks, etc. from washable surfaces of walls, partitions, doors, and fixtures. Germicidal detergent shall be used in restrooms and drinking fountains. Aluminum bars and other metal on doors shall be polished with a suitable product. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks and other obvious soil.

21. Glass Cleaning: Glass cleaning includes all glass partitions, all windows, draft shields on windows, and adjacent trim. After glass cleaning, there shall be no traces of film, dirt, smudges, streaks, water spots, or other foreign matter. Glass in dome cars must be exceptionally clean due to the high-profile nature of this equipment. Window cleaning frequency for the Denali Star is done on a nightly basis in the Anchorage Car Shop and only a spot (inside) window cleaning on the Denali Star in Fairbanks. The Coastal Classic and Glacier Discovery consists windows shall be cleaned every other trip and spot cleaned as needed on a nightly basis. The Contractor will provide the TRCO with a frequency schedule.

22. Exterior Washing: Wash exterior of cars, including windows, exterior vestibule areas, step doors, and ends of cars. Dome car windows must also be scrubbed from the outside. After cleaning, the entire car will have a uniform appearance and be free of streaks, residue, and soil. Windows will be free of film, dirt, smudges, water, and other foreign materials, and will be dried to prevent streaking and filming. Trucks of cars, underneath a railroad car, will be power washed at least once every two weeks. TRCO and the Contractor will be provided with an exterior washing schedule developed by ARRC. ARRC will assure consists to be washed are spotted on Shed # 2 in the Anchorage train yard to facilitate cleaning of bi-level dome equipment. Exterior Washing frequency: Denali Star five nights a week, Coastal twice a week, and Glacier Discovery once a week in Anchorage, based on the schedule provided by ARRC which may vary depending on space available at the Shed # 2.

23. Periodic Cleaning: These tasks are performed at less frequent intervals and are normally performed as project work on a monthly or seasonal basis.

24. Deep Cleaning: Prior to, and following the summer season, deep cleaning will be coordinated with ARRC's preventive maintenance. Scheduling will be coordinated between the Contractor and the TRCO, duties performed will be billed on a reimbursable basis.

25. Ceiling Panels and Light Fixtures: Ceiling panels in the coaches shall be removed and cleaned once a year or as requested which is to be coordinated by the TRCO around each car maintenance schedule. The panels shall be washed inside and out. ARRC will remove lighting covers for cleaning. After cleaning, surfaces shall have a clean, uniform appearance, free of streaks, detergent, residue, and other foreign material (both glass diffusers and metal reflectors shall be cleaned).

26. Shampooing Carpets: Carpeted cars shall be shampooed at the beginning of the summer season in all cars that have carpets, and after that as requested by the TRCO on an as-required reimbursable basis. After shampooing, the carpet shall be free of spots, soil, soap deposits, and other foreign

materials, and shall present a uniform appearance. All seams will be intact and there will be no shrinkage. Carpet molding shall be clean and free from film and streaks. Carpet shall have been thoroughly rinsed using hot water extraction process equipment. After shampooing cars, runners shall be placed over dried carpet in order to avoid stains.

27. Upholstery Cleaning: All upholstery, seats, and chairs shall be shampooed once a year, prior to the summer season. Spot and stain treating shall be performed as required. After shampooing, all fabrics shall have a uniform, clean appearance and be free of any soil, spots, or stains.

28. Towels: The Contractor will ensure all dirty towels are removed from the Denali Car (ARR1) and cleaned after every charter.

5.5 CLEANING FREQUENCY SCHEDULE (ANCHORAGE)

5.5.1 PASSENGER, FOOD, AND BEVERAGE CARS

The Contractor shall perform cleaning tasks on each coach, food, or baggage car in accordance with the following specified schedule and cleaning task definitions:

TASK	FREQUENCY
2. Remove Trash	Daily
3. Recycling	Daily
4. Biohazard Needles	Daily
5. Lost and Found	Daily
6. Report Broken Items	Daily
7. Car Seats	Daily
8. Turning Seats	Daily
9. Rely+On™ (or similar product)	As requested
11. Clean and Sweep Floors/Stairs	Daily
12. Vacuum Carpets and Door Tracks	Daily
13. Floor Maintenance	As requested
14. Mop Floor/Stairs	Daily
15. Clean Drinking Fountains	Daily
16. Restroom Floors and Restrooms	Daily
17. Resupply Restrooms	Daily
18. Dusting	Weekly
19. Window Treatments	As requested
20. Spot Cleaning	Daily
21. Glass Cleaning	See definition
22. Exterior Washing	See definition
24. Deep Cleaning	Annually
25. Ceiling Panels and Light Fixtures	Annually, or as requested
26. Shampooing Carpets	As requested
27. Upholstery Cleaning	As requested

5.5.2 DENALI CAR (ARR1) AND AURORA CAR (2000)

The Contractor shall perform cleaning tasks on each coach in accordance with the following specified schedule and cleaning task definitions:

TASK	FREQUENCY
2. Remove Trash	Pre- and post-trip
3. Recycling	Pre-trip
4. Biohazard Needles	As requested
5. Lost and Found	Pre-trip
6. Report Broken Items	Pre-trip
7. Car Seats	Pre-trip
8. Turning Seats	Pre-trip

9. Rely+On™ (or similar product)	As requested
11. Clean and Sweep Floors/Stairs	Pre-trip
12. Vacuum Carpets and Door Tracks	Pre-trip
13. Floor Maintenance	As request
14. Mop Floor/Stairs	Pre-trip
15. Clean Drinking Fountains	Pre-trip
16. Restroom Floors and Restrooms	Pre-trip
17. Resupply Restrooms	Pre-trip
18. Dusting	Pre-trip
19. Window Treatments	As requested
20. Spot Cleaning	As requested
21. Glass Cleaning	Pre-trip
22. Exterior Washing	Pre-trip
24. Deep Cleaning	Annually
25. Ceiling Panels and Light Fixtures	Pre-trip
26. Shampooing Carpets	As requested
27. Upholstery Cleaning	As requested
28. Towels	Post-trip (Denali Car)

5.5.3 DMU (751)

The Contractor shall perform cleaning tasks on the 751 in accordance with the following specified schedule and cleaning task definitions:

TASK	FREQUENCY
2. Remove Trash	Daily
3. Recycling	Daily
4. Biohazard Needles	Daily
5. Lost and Found	Daily
6. Report Broken Items	Daily
7. Car Seats	Daily
8. Turning Seats	Daily
9. Rely+On™ (or similar product)	As requested
11. Clean and Sweep Floors/Stairs	Daily
12. Vacuum Carpets and Door Tracks	Daily
13. Floor Maintenance	As requested
14. Mop Floor/Stairs	Daily
15. Clean Drinking Fountains	Daily
16. Restroom Floors and Restrooms	Daily
17. Resupply Restrooms	Daily
18. Dusting	As requested
19. Window Treatments	As requested
20. Spot Cleaning	Daily
21. Glass Cleaning	Every other roundtrip, see definition
22. Exterior Washing	Weekly

24. Deep Cleaning	Annually
25. Ceiling Panels and Light Fixtures	Annually, or as requested
26. Shampooing Carpets	As requested
27. Upholstery Cleaning	As requested

5.5.4 CRUISE TRAINS

Schedules and days of the week may vary. Cleaning tasks for these trains are to be performed during the layover period in Anchorage at either the Anchorage Depot (downtown) or at the Bill Sheffield Alaska Railroad Depot located at the Ted Stevens Anchorage International Airport. The Contractor shall perform cleaning tasks on each cruise train coach in accordance with the following specified schedule and cleaning task definitions:

TASK	FREQUENCY
2. Remove Trash	Each layover
11. Clean and Sweep Floors/Stairs	Each layover
16. Restroom Floors and Restrooms	TBD on layover time
17. Resupply Restrooms	TBD on layover time

5.5.5 AURORA WINTER TRAIN AND WINTER HURRICANE TURN TRAIN

The winter trains cleaning frequency schedule varies. Since winter trains do not operate daily, the frequency schedule depends on the operating schedule of the train. The tasks would be similar to the Anchorage based cleaning tasks list for Passenger, Food, and Baggage Cars listed above.

5.5.6 CLEANING FREQUENCY SCHEDULE (FAIRBANKS)

5.5.7 PASSENGER, FOOD, AND BAGGAGE CARS

The Contractor shall perform cleaning tasks on each coach, food, or baggage car in accordance with the following specified schedule and cleaning task definitions:

TASK	FREQUENCY
2. Remove Trash	Daily
6. Report Broken Items	Daily
7. Clean Car Seats	Daily
11. Clean and Sweep Floors/Stairs	Daily
12. Vacuum Carpets and Door Tracks	Daily
14. Mop Floors/Stairs	Daily
15. Clean Drinking Fountains	Daily
16. Restroom Floors and Restrooms	Daily
17. Resupply Restrooms	Daily
20. Spot Cleaning	Daily

6. FEDERAL TERMS AND CONDITIONS

Services to be provided under this contract may be funded in part by federal funds administered by the Federal Transit Administration. Accordingly, the Contractor agrees to comply with the applicable Federal Terms and Conditions stated in Section I attached hereto.

7. CONTRACTOR'S EMPLOYEES

The Contractor shall provide at all times the number of cooks, servers, bartenders, managers, and other personnel necessary for the satisfactory performance of the contract and to assure that prompt service will be rendered to all passengers riding aboard ARRC's trains, as directed by the TROC. Customer service is an integral part of product appeal and will be a basis for contract continuation. ARRC shall have the right to direct the Contractor to add or subtract staff in order to meet the service level ARRC believes is appropriate. The hiring by the Contractor of employees for work on ARRC's premises shall, at ARRC's expense, be subject to ARRC's inspection, investigation, and approval. The Contractor's employees shall be required to obey and cooperate with all rules and regulations established by ARRC. The Contractor employees must be reliable with regards to attendance and punctuality. Train schedules impact many tour connections and delays due to tardiness are not acceptable.

7.1 ADMINISTRATIVE REQUIREMENTS

The Contractor shall provide an on-site supervisor who shall be responsible for competent performance of the work. The on-site supervisor shall have full authority to act for the Contractor. The supervisor must be able to read, write, speak and understand English. The supervisor shall maintain contact with the TRCO.

ONBOARD CHAIN OF COMMAND: The Conductor has the overall responsibility for the safety and care of passengers and staff. The Contractor's on-site supervisor's role is to assist onboard guest services. The ARRC's OBS will work directly with the Contractor's on-site supervisor to ensure guest satisfaction with F&B services.

CAR SHOP CHAIN OF COMMAND: The Manager, Passenger Maintenance and Support (Car Shop Manager) is designated as the TRCO for janitorial services on passenger cars. The TRCO will inspect the work performed and point out deficiencies. The TRCO may not make any change in the terms, conditions, provisions, or other articles of the contract without the written concurrence of the Contracting Officer.

7.2 PROHIBITED EMPLOYEE CONDUCT

The Contractor's employees who engage in one or more of the following behaviors shall, upon ARRC's request, be removed by the Contractor from providing service on ARRC's trains:

- a. Working under the influence of alcohol or illegal drugs.
- b. Possession, distribution, sale, transfer, or use of illegal drugs while on ARRC property.
- c. Fighting, threatening violence in the workplace, disruptive activity, or roughhousing of any nature.
- d. Negligence or improper conduct leading to damage of ARRC property. The Contractor is responsible for any damage caused to ARRC property by its employees.
- e. Violation of safety or health rules imposed by the ARRC.
- f. Engaging in sexual and other unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic is unacceptable. Harassment in any form must be strictly prohibited.

7.3 EMPLOYEE IDENTIFICATION

All Contractor personnel must be recognizable as such at all times while on ARRC's premises. This may be accomplished by wearing distinctive clothing bearing the name of the Contractor, or by wearing badges which contain the Contractor's company name, and employee's name. The Contractor is responsible for acquiring an appropriate number of badges or uniforms to meet its needs at its own expense. ARRC will provide managers of the rail project with badges to allow access into the depot and areas in the Passenger Operations offices as needed. The Contractor will pay \$25 to ARRC for every badge lost. These badges must be approved by the Manager, Guest Services.

7.4 EMPLOYEE BACKGROUND CHECKS

ARRC requires that all the Contractor's employees who work on and around trains undergo a background check. Background checks must be a minimum of "wants and warrants". It is expected that the Contractor's Human Resources department will set standards for what makes for a hire or no hire and provide ARRC with these guidelines.

7.5 CONTRACTOR'S EMPLOYEE PARKING

CATERING EMPLOYEES: Employees who ride on the trains shall utilize the area under the C Street bridge. Due to employees being gone overnight, this area may be used at all times of the day and night. Food service employees boarding the train at the depot shall also utilize the lot across from the Wingate by Wyndham Anchorage Downtown/Ship Creek.

JANITORIAL EMPLOYEES: Employees who work in the ARRC shops shall utilize the area by the Mechanical Office Building (Building 63). This will normally only be used from about 10:00 p.m. to 6:00 a.m., but occasionally will be used during daytime hours for charters and other trains that come up which need to be cleaned during the day.

Keep in mind that the designated parking areas are near active rail tracks, and safety and caution must be exercised at all times.

- a. Access to designated parking areas are shown on the Contractor's Employee Parking Map attached hereto. No other access is authorized.
- b. All vehicles must be parked at least 25 feet from the track.
- c. Only vehicles operated by the Contractor's employees and currently working may park in either area. The vehicles must be operable and have current tags. No overnight camping is authorized.
- d. All vehicles must be removed from the property as of September 30 of each contract year.
- e. ARRC reserves the right to relocate either of these above areas if needed for railroad operations and will notify the Contractor if the need arises.

8. NO SMOKING

Smoking is prohibited in all ARRC buildings, facilities, and vehicles.

9. CONTRACTOR'S FACILITIES

The Contractor must maintain an office in near Anchorage, Alaska. Management personnel assigned to this contract must be available at all times during scheduled train operating hours. The Contractor must maintain and operate or have access to a sanitary warehouse and/or food storage facilities. The

facilities must have refrigeration and freezer capacities as well as dry storage. The facilities shall be made available to ARRC for inspection at all reasonable times. The Contractor must maintain and operate or have access to adequate vehicles for transporting food and beverage items including items requiring refrigeration.

10. QUALITY ASSURANCE

As consideration for the services performed by the Contractor under the terms of this Agreement, ARRC shall pay Contractor the sums specified in Section G attached hereto and by this reference incorporated herein. The Contractor may bill ARRC weekly, but not less than monthly for the charges incurred under the terms of this Agreement, and ARRC shall pay in full the balance due under each such bill within 30 days of receipt thereof. When billing ARRC, the Contractor shall refer to the ARRC Contract Number and send the billing to Alaska Railroad Corporation, Attn. Accounting Department, P.O. Box 107500, Anchorage, Alaska 99510-7500. The Contractor's failure to perform and/or complete services as required under this contract may result in ARRC withholding and/or reducing payment to the Contractor. ARRC shall not pay for incomplete work or the non-performance of work by the Contractor. If deductions from invoices are required due to nonperformance, etc., ARRC may adjust the invoice accordingly, and will promptly notify the Contractor of the amount and reason for such adjustment. In the Contractor fails to perform any part of the required services, ARRC, at its option and after ten (10) days prior written notice with an opportunity for the Contractor to cure, may perform the services with its own forces or with other contractors. ARRC may deduct from the Contractor's invoice ARRC's costs in correcting the Contractor's deficiencies, including an hourly charge for ARRC employees for each hour or part thereof at ARRC's then current hourly charge or rate, including overtime.

The Contractor may incur a charge based on not adhering to information provided by ARRC in training, or when obvious employee neglect and abuse are evident. Charges will be based on current ARRC billing rates. The Contractor shall notify ARRC's Manager, Guest Services as soon as discrepancy is noted and charge will be incurred.

Authorized representatives of ARRC retain the right of access to all portions of this contract at all reasonable times to ensure that catering and janitorial services and quality standards are to ARRC's expectations.

11. ARRC FURNISHED PROPERTY, SUPPLIES, AND UTILITIES

ARRC shall furnish, without charge to the Contractor, food service rail cars as may be required to provide the onboard catering service desired by ARRC. A food service rail car will be placed in the train consist for scheduled and unscheduled trains. The food service cars will include cooking and refrigeration equipment, water, heat, and air conditioning. All equipment will be made available to the Contractor in an "as is" condition. The Contractor shall at **all times** maintain the cleanliness of this equipment in a condition acceptable to ARRC. On a daily basis all storage areas, dry and cold, work areas, grills, ovens, and floors shall be maintained free of food particles, grease, oils, or any substances that will attract vermin.

All equipment and premises provided to the Contractor during the contract period shall remain the property of ARRC. The Contractor shall not at any time during the contract period remove any furnished equipment from ARRC property without prior written approval of the TRCO. The Contractor shall provide interior cleaning for the areas assigned. The Contractor shall only use chemicals approved by ARRC for cleaning any piece of equipment. The Contractor shall dispose of trash continuously and promptly so as to minimize interference with passenger activity. The Contractor shall comply with all rules and regulations promulgated by ARRC for the performance of this contract.

ARRC will provide the following items for the Contractor's use in the performance of this contract:

- a. Dumpster(s) for trash collected from ARRC cars in agreed upon location(s) to promote efficient trash dumping.
- b. Dumpster(s) for recycling collected from ARRC cars at agreed upon locations.
- c. The Contractor will purchase kitchen mats and ARRC will reimburse costs to the Contractor.
- d. Radios for communication. The Contractor will be provided with a designated number of radios prior to each summer season. The Contractor will pay \$2,100.00 for each radio lost or not returned to ARRC by September 30 of each contract year.

At the end of each trip, the Contractor shall notify the ARRC Conductor of any equipment malfunctions or need for repairs. ARRC shall, at its own expense, make the necessary repairs (or replacement) to the equipment. The ARRC Manager, Guest Service will monitor the repair progress of any reported equipment malfunction.

ARRC shall furnish, without cost to the Contractor, designated space in the Anchorage Car Shop, and a reasonable amount of utilities from existing sources. These utilities are to be used only in connection with the performance of the services required by this contract. The Contractor shall maintain such building space to the same standards as similar areas occupied by ARRC. The Contractor will not make any alterations to the space except with the written permission of the TRCO. The Contractor shall vacate such building space and restore the premises to the condition it was in when received by the Contractor, at its expense, reasonable wear and tear excepted, at the time stated for contract termination. ARRC will provide reasonable security during all times that the Contractor is not present at the Car Shop or the train. The Contractor will not use ARRC's supplies (other than supplies furnished for the performance of work hereunder).

The Contractor shall be responsible for the security of all ARRC furnished equipment and property while in its possession.

The Contractor shall be liable for any damage or loss to ARRC property resulting from any act or omission on the part of the Contractor or their agent's while ARRC property is in their possession. The Contractor must follow all ARRC signage.

11.1 UTILITY CONSERVATION

The Contractor shall instruct its personnel in the following utilities conservation practices:

- a. Lights shall be used only in areas where and at the time work is being performed.
- b. The Contractor's staff shall not adjust the mechanical controls for heating, ventilation, and air conditioning systems.
- c. Water faucets or valves shall be turned completely off after use.
- d. ARRC telephones shall not be used for personal calls, or for toll, or for long distance calls.
- e. The Contractor's staff shall not adjust electronic controls for CDs or radios.

12. FIRE PREVENTION AND PROTECTION

The Contractor shall fully acquaint itself and its personnel with the location of fire protection equipment onboard the train and take prudent measures to minimize fire hazards. The Contractor shall fully acquaint itself and its personnel with the location of fire protection equipment at each job location, take prudent measures to minimize fire hazards, and comply with all ARRC safety requirements in effect during the term of this contract.

SECTION B

PASSENGER EQUIPMENT SCHEDULE

The following train schedules and consists are provided as information and are current at the time of issuance of this RFP. **For additional details refer to the ARRC Standard Summer Train Consist, Current Operations Dates, 2024 Summer Operational Information, and Current Cruise Train Schedule attachments incorporated in this solicitation.** Additional Passenger Coaches or Café/food service Cars may be added as passenger loads require. Passenger equipment schedules and consists are subject to change without notice.

SUMMER TRAINS

COASTAL CLASSIC

Anchorage/Seward/Anchorage

Daily service mid-May through mid-September

Leave Anchorage 6:45 a.m.

Arrive Anchorage 10:15 p.m.

1-2 GoldStar Cars

4-5 Passenger Coaches

1 Dome

1 Café Car

1 Baggage Car

DENALI STAR

Anchorage/Fairbanks/Anchorage

Daily service mid-May through mid-September

Leave Anchorage/Fairbanks 8:20 a.m.

Arrive Fairbanks/Anchorage 8:00 p.m.

1-2 GoldStar Cars

2 Passenger Coaches

1 Dome

1 Café Car

1 Baggage Car

GLACIER DISCOVERY

Anchorage/Whittier/Grandview/Anchorage

Daily service mid-May through mid-September

Leave Anchorage 9:45 a.m.

Arrive Anchorage 9:00 p.m.

1 DMU car with food service

2-4 Passenger Coaches

2 Baggage Car

CRUISE TRAINS

Anchorage/Seward or Whittier/Anchorage

Mid-May through mid-September, these trains are in Anchorage from approximately 11:30 a.m. until 1:30 p.m., schedule varies – please refer to Current Cruise Train Schedule in attachments

5-7 Low Level Dome Cars and 1 food service car

1 Café Car

HURRICANE TURN

Talkeetna/Hurricane/Talkeetna

Limited summer service (janitorial supplies **only**), Thursday through Monday, mid-May through mid-September

Leave Anchorage 1:00 p.m.

Arrive Anchorage 4:30 p.m.

2-3 Passenger Coaches

2 Baggage Car

WINTER TRAINS

AURORA

Anchorage/Fairbanks/Anchorage

Weekend winter service mid-September through mid-May

Leave Anchorage Saturdays 8:30 a.m.

Arrive Fairbanks Saturdays 8:00 p.m.

Leave Fairbanks Sundays 8:30 a.m.

Arrive Anchorage Sundays 8:00 p.m.

2-3 Passenger Coaches

1 Café Car

2 Baggage Car

HURRICANE TURN

Anchorage/Hurricane/Anchorage

Limited winter service (janitorial **only**), the first Thursday of each month, mid-September through mid-May

Leave Anchorage 8:30 a.m.

Arrive Anchorage 8:00 p.m.

2-3 Passenger Coaches

2 Baggage Car

SECTION C

SELECTION PROCESS AND AWARD CRITERIA

This selection of a firm to perform the requested catering and janitorial services will be made by an ARRC committee which will evaluate the proposals in accordance with the Award Criteria specified herein. The selection process may consist of two phases.

The first phase will consist of a review of the proposals under the Phase I Award Criteria set forth below. This may result in the selection of up to three (3) firms that are susceptible to award under these criteria to participate in the Phase II selection process. At the Contracting Officers option ARRC may make an award based solely on the criteria under Phase I.

If offered, Phase II selection process will involve each firm selected making an oral presentation to the evaluation committee based upon the criteria set out for this phase and listed below. Each firm will have sixty minutes to make its oral presentation followed by fifteen minutes to answer questions from the committee.

Upon completion of presentations, the evaluation committee will evaluate the presentations based upon the Phase II Award Criteria and determine a ranking order for the firms.

Scoring of proposals and presentations will be accomplished as follows:

Evaluators will individually read and rate each Firm's response to each criterion described in Phase One and Phase Two Scoring Criteria. Phase One will be based solely on contents of the written proposal and Phase Two will be based on the accumulative scores of written proposal and oral presentations in compliance with the Contracting Agency's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description, a rating of "5" = Best Response from all Firms; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.

After completion of individual ratings in Phase One and Phase Two, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in the Scoring Criteria.

The total score for each Firm will be obtained by summing the scores determined for each criterion in Phase One and Phase Two if used. The order of ranking for negotiations shall be as follows: highest scored Firm will be ranked first, next highest scored second, and etcetera.

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

Provide written recommendations for consideration during contract negotiations;

Conduct discussions or presentations as indicated below.

Discussions: At the sole discretion of the ARRC Contracting Officer, the selection committee may hold discussions regarding the proposed contract with the Firm(s) selected per ARRC Rule 1350.6. The purpose of such discussions is to explore the scope and nature of the required services and the relative utility of alternative methods of approach. The conditions, terms, or price of the proposed contract may be altered or otherwise changed during the course of the discussions.

ARRC Rule 1350.7 Selection of the Most Qualified and Suitable Firm(s). After discussions, if held under Rule 1350.6, the selection committee shall reevaluate and rank, in order of preference, the Firms or persons that the committee considers to be the most qualified to provide the required services. Numerical rating systems shall be used for this RFQ.

Presentations: At the sole discretion of the ARRC Contracting Officer, ARRC may schedule presentations for Phase Two to provide Firms the opportunity to elaborate on their Proposal.

Location: At the sole discretion of the ARRC Contracting Officer, discussions and presentations will be held in person or via teleconference. In-person discussions and presentations will be scheduled at ARRC's corporate office building located at 327 West Ship Creek Avenue, Anchorage, Alaska. It is important the primary individual(s) servicing the contract and the ARRC Evaluation Committee be present for any discussion.

Clarifications: If during discussions or presentations the Contracting Officer determines there is a need for substantial clarification or a change in the RFP, ARRC will amend the RFP to incorporate the clarification or change and establish a date and time for Proposers to submit amended proposals. ARRC may adjust its evaluations as a result of receiving new or amended proposals to establish the highest ranked firm(s).

Negotiations: The Contracting Officer, or designee, may negotiate with the top ranked Firm(s). Contract negotiations shall be directed toward: (1) making certain that the Firm has a clear understanding of the scope of the work and the requirements involved in providing the required services; (2) determining that the Firm will make available the necessary personnel and facilities to perform the services within the required time; and agreeing upon compensation that is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the required services.

Respondents to this RFP will not be advised of the Firm(s) selected for negotiations until negotiations are complete. If contract negotiations are unsuccessful with Firm(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Firms in the order of ranking.

After completion of negotiations, a Notice of Intent to Award will be provided to all Firms according to ARRC procurement rules.

RFPs should be concise and address each evaluation criteria listed below as it pertains to the scope of services and include **Other Information Required** as stated above.

Phase I Award Criteria

CRITERIA DESCRIPTION	WEIGHT
<p>QUALIFICATIONS OF THE FIRM</p> <p>Provide a summary of your firm’s experience and qualifications as it applies to this Request for Proposal, including:</p> <ol style="list-style-type: none">1. History2. Ownership3. Experience pertinent to this project4. Diversity of skills the firm proposes to apply to the contract5. Project team organization6. Project approach <p>List a minimum of two (2) contracts similar to this project (include performance dates, dollar amounts, names of firms, contact names, and telephone numbers)</p>	40 POINTS
<p>PERSONNEL</p> <p>Identify and describe the pertinent experience of the key individuals who would be involved in the performance of this contract. Include resumes and give the rationale for their involvement. Resumes should be concise and contain only information specific to this project.</p> <p>Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to the proposed contract. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed Statement of Work.</p>	30 POINTS
<p>COST OF SERVICE</p> <p>Your proposal should contain complete details on how your firm is to be remunerated for service provided in addition to the schedule of items and prices provided in this proposal (Section G).</p>	30 POINTS
<p>$\frac{(\text{Lowest aggregate rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$<p>*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)</p></p>	
<p style="text-align: right;">TOTAL WEIGHT: 100 POINTS</p>	

Phase II Award Criteria

CRITERIA DESCRIPTION	WEIGHT
Phase I Score	65%
Phase II Score	35%

As a component of this phase, an oral presentation will be made to the selection committee. The presentation should include the following information and will be evaluated following the criteria described herein. ARRC reserves the right to change these criteria based on the proposals received.

CRITERIA DESCRIPTION	WEIGHT
MARKETING PLAN	20 POINTS
What part will your firm play in marketing F&B service? Please present your marketing plan and include a written report (NTE 4 pages). Include firm core values and culture in reference to customer service and quality.	
ONBOARD STAFF	10 POINTS
Describe a typical onboard dining car staff (number of cooks, servers, bus people, Food & Beverage Supervisor), and what the responsibility of each person is. Also, include ground support staff and what their function will be in preparing and stocking the train for daily service.	
MENU	10 POINTS
Provide a sample menu for full-service/formal dining, including design and graphics.	
MEAL PRESENTATION	25 POINTS
Prepare and present samples of meals that would be served on our full-service cars. Include table serving as it would be served to guests.	
CHARTER/SPECIAL TRAINS	10 POINTS
Provide a sample menu of appetizers, desserts, breakfast, lunch, and dinner that might be served on one of our chartered or special trains. Assume this is a train for 100 people with two coaches and one dining car that is serving appetizers, full dinner, and dessert (four courses).	
CLEANING PROCESS	10 POINTS
Describe communication between cleaning crew members and management. Provide a sample of the cleaning processes and procedures for how your firm would clean passenger trains.	
STAFF TRAINING	15 POINTS
Describe hiring and training practices for new employees that might be working on one of our passenger trains (for both catering and janitorial services).	
TOTAL WEIGHT:	100 POINTS

SECTION D

PROPOSAL INFORMATION, CONDITIONS, & INSTRUCTIONS

1. Pre-Submission Proposal Inquires

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

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

2. Proposal Submission Deadline

Proposals will be received until **3:00 p.m. LOCAL TIME on Friday, August 23rd, 2024 via Dropbox.**

One electronic copy of your firm's proposal must be submitted using DropBox. Proposals shall be submitted by the above-mentioned date/time to the following DropBox link:

<https://www.dropbox.com/request/mawa1acly2STWdF04Bph>

It is the offeror's responsibility to verify with the Contracting Officer that their proposal was received timely. If your firm has restrictions on DropBox submittals, you must contact the Contracting Officer at least seven (7) days prior to the proposal due date to discuss alternatives.

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

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

Alaska Railroad Corporation
Supply Management
Attn: Sazil Say
327 W. Ship Creek Ave.
Anchorage, AK 99501

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

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

3. Proposal Open and Subject to Acceptance

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

6. Proposal Costs

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

7. Taxes

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

8. Proposal Format

Interested firms shall submit one electronic (soft copy) proposal, containing a statement of qualifications and a concise narrative that fully addresses each evaluation criteria. The original (hard copy) of your proposal will need to be mailed to the address aforementioned in this section. Proposals shall have a maximum of twenty (20) pages. Page count does NOT include the 2-page cover letter or the questionnaire response.

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

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

Important Instructions

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

- a. Proposal addressing all Award Criteria identified for Phase I of this RFP (Section D)
- b. Contractor's Responsibility Questionnaire (Section F)
- c. Cost Schedule (Section G)
- d. Signed Certification Regarding use of Contract Funds for Lobbying (Section I, article 25.)
- e. Copy of Valid Liquor License
- f. Addendum Acknowledgments (if any)

9. Capacity to Perform

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

10. Costs

Other direct costs (ODC) on contracts incurred shall be billed at cost. If travel is required, ARRC will be billed per diem for meals and incidentals using the current 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 Contractors) in the selection process, shall not vest any right, privilege, or right of action in any Offeror.

12. Exceptions to Terms, Conditions and Specifications

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

13. Public Information

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

14. Qualifications of Offerors

Minimum Qualifications:

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

General Qualifications:

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

Evidence of collusion between an Offeror and any other Offeror(s).

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

15. Contract Period

The contract shall be effective from contract execution for five years.

16. ARRC Disadvantaged Business Enterprise (DBE) Program

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

17. DBE Reports

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

18. Protests

A protest based on alleged improprieties or ambiguities in a solicitation must be filed at least 10 days before the due date of the bid or proposal, unless a later protest due date is specifically allowed in the solicitation. If a solicitation is made with a shortened public notice period and the protest is based on alleged improprieties or ambiguities in the solicitation, the protest must be filed before the due date of the bid or proposal.

19. Alaska Business License.

Per AS 43.70.020(a) a business license is required for the privilege of engaging in a business in the State of Alaska. An Alaska Business License is required of Contractors who do business in Alaska at time of award. Information regarding applying for an Alaska Business License can be found on-line at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.

SECTION E
SUBMITTAL LIST

All Bidders/Proposers are required to provide the following documents with their Proposal:

1. Proposal addressing all Award Criteria identified for Phase I of this RFP (Section D)
2. Contractor's Responsibility Questionnaire (Section F)
3. Cost Schedule (Section G)
4. Signed Certification Regarding use of Contract Funds for Lobbying (Section I, article 25.)
5. Copy of Valid Liquor License
6. Addendum Acknowledgments (if any)

Upon notification of intent to award the following documents shall be submitted within ten (10) days of intent to award a contract:

1. Certificate of Insurance
2. Alaska Business License
3. List of subcontractors (if any)

Failure to submit required documents within the specified time frame may be cause for termination.

Interested offerors must submit proposals to the following DropBox link:

<https://www.dropbox.com/request/mawa1acly2STWdF04Bph>

SECTION F
CONTRACTOR RESPONSIBLITIY 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: _____

1. Proposer's federal taxpayer identification number: _____

2. Proposer's Alaska business license number: _____

3. Proposer's contractor's license number (for construction only): _____

4. Proposer's legal address: _____

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

5. Proposer's local or authorized point of contract address:

Name: _____ Title: _____

Address: _____

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

6. How long has the Proposer been in business? _____

7. Has Proposer been in business under another name? If so, identify name and dates used.

8. Does your firm consider itself to be an MBE, WBE or DBE?

YES NO

If answer is "YES," attach a copy of certification.

9. 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" answer 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 Action

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.

**ALASKA RAILROAD CORPORATION
SERVICE BID FORM of**

NAME _____

ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Request for Proposals No. 24-54-212303, dated 08-02-2024, the Undersigned proposes to furnish and deliver all the services and perform all the work required in said Invitation according to the scope of work and requirements contained therein and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this contract.

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

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

The Undersigned acknowledges receipt of the following addenda to the requirements and/or scope of work for this Request for Proposals (give number and date of each).

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

NON-COLLUSION AFFIDAVIT

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

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

Name and Title of Person Signing Signature

Telephone Number Facsimile Number

395-0129 (12/99)

SECTION G
COST SCHEDULE

A bidder's failure to provide the information requested in this section will be cause for rejection of the bid on the basis of non-responsiveness. Prices quoted will be in accordance with this solicitation.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Item 1 Provide onboard catering for scheduled trains including for the period of mid-May through Mid-September	20	Weeks	\$ _____ /wk	\$ _____
Item 2 Provide onboard catering for trains scheduled for the period of mid-September through mid-May	32	Weeks	\$ _____ /wk	\$ _____
Item 3 Provide coach cleaning for scheduled trains including for the period of mid-May through Mid-September	20	Weeks	\$ _____ /wk	\$ _____
Item 4 Provide coach cleaning for trains scheduled for the period of mid-September through mid-May	32	Weeks	\$ _____ /wk	\$ _____
Item 5 Provide coach cleaning for unscheduled trains including charters and special trains	N/A	Per car	\$ _____ /car	\$ _____
Percentage of commission of gross sales to ARRC for catering services	N/A	N/A	_____ % of sales	N/A

For the purpose of evaluation, the calculation for the total cost for one (1) year operations shall be as follows: Item 1 + Item 2 + Item 3 + Item 4 + Item 5 = Grand Total plus percentage of commissions

ANNUAL PRICE INCREASES: After one year and upon 30-day notice from the contractor, an annual price increase may be granted based on the most relevant CPI index for Anchorage Alaska.

SECTION H

GENERAL TERMS AND CONDITIONS

(General Service Contracts) (Revised 4/29/08)

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

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

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

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

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

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

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

4. Nondiscrimination.

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

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

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

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

5. Cancellation/Termination.

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

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

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

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

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

5.3 Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all service and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to ARRC all reports, plans, drawings, specifications, data, summaries or other material and

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

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

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

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

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

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

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

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

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

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

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

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

14. Warranty. In the event Contractor supplies equipment, goods, materials or other supplies in addition to services under this contract, Contractor warrants that said items: (a) shall be of good

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

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

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

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

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

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$500,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$1,000,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$2,000,000 per Occurrence/Annual Aggregate
Over \$1,000,000	Negotiable-Refer to Risk Management

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

16.4 Liquor License: The Contractor must possess a valid liquor license, and shall comply with all laws and regulations applicable to the sale of serving of alcoholic beverages aboard the train, and shall carry liquor liability insurance with single combined limits per occurrence of not less than one million dollars (\$1,000,000). The Contractor shall defend, indemnify, and hold ARRC harmless from any and all claims arising from the sale, service, or consumption of alcoholic beverages while on ARRC's property or onboard the train. The Contractor will only indemnify ARRC for sale, service, and consumption of alcoholic beverages supplied and sold by the Contractor onboard the train cars. The Contractor will not accept any liability and will not indemnify ARRC for incidents, claims, or damage arising from a passenger's consumption of alcoholic beverages not sold by the Contractor, or if any passenger was intoxicated before boarding the train. Furthermore, ARRC shall be solely responsible for preventing passengers from bringing alcoholic beverages on the train.

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 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.

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.

SECTION I
FEDERAL TERMS AND CONTIONS
REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS

[Revised March 21, 2023]

The following contract provisions shall apply, where applicable, to all work performed on the contract by the contractor's own organization and by subcontractors. As provided in this Section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. Incorporation by reference shall not be allowed. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all applicable Required Contract Provisions.

1. CARGO PREFERENCE REQUIREMENTS - 46 USC 55305; 46 CFR Part 381 [Applicable to all Federal-aid contracts involving equipment, materials or commodities which may be transported by ocean vessel]

Cargo Preference-Use of United States Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding subsection to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590 and to ARRC (through the contractor in the case of a subcontractor's bill-of-lading), marked with appropriate identification of the project; c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

2. DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION - 2 CFR Part 180 & Part 1200; 2 CFR 200.213; Executive Orders 12549 & 12689 [Applicable to all Federal-aid contracts which exceed \$25,000]

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;

- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing this contract and/or submitting its bid or proposal, the Contractor, bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the ARRC. If it is later determined by the ARRC that the Contractor, bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the ARRC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor, bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, while its offer is valid and throughout the period of any contract that may arise from its offer. The contractor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS - 40 USC 3141-3148; 49 USC 5333(a); 29 CFR Part 5; 2 CFR Part 200, App. II (D) [Applicable to all Federal-aid construction contracts which exceed \$2,000]

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and

wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, ARRC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to ARRC for transmission to the Federal grantor agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH- 347 is available for this purpose and may be purchased

from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal grantor agency or the Department of Labor, and shall permit such representatives to interview employees

during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S.

Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of

work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - 40 USC 3701-3708.; 29 CFR Part 5; 29 CFR 1926; 2 CFR Part 200, App. II (E) [Applicable to all Federal-aid construction in excess of \$100,000 and all nonconstruction contracts which employ mechanics and laborers on a public work in excess of \$100,000]

A. Overtime (Applicable to construction and nonconstruction contracts)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other

federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

B. Contract Work Hours and Safety Standards Act (Applicable to construction contracts only) (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 USC § 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts** - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

5. FEDERAL WATER POLLUTION CONTROL ACT - 33 USC 1251-1387; 2 CFR Part 200, App. II

(G) [Applicable to all Federal-aid contracts which exceed \$150,000]

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to ARRC and understands and agrees that ARRC will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

6. CLEAN AIR ACT - 42 USC 7401-7671q; 2 CFR Part 200, App. II (G) [Applicable to all Federal- aid contracts which exceed \$150,000]

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The Contractor agrees to report each violation to ARRC and understands and agrees that ARRC will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

7. ACCESS TO RECORDS AND REPORTS – 49 USC 5325(g); 2 CFR 200.333; 49 CFR Part 633

[Applicable to all Federal-aid contracts]

Access to Records - The following access to records requirements apply to this Contract:

1. Contractor agrees to provide ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives access to the Contractor's books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.

2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. Contractor agrees to comply with the record retention requirements in accordance with 2 CFR

200.333. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain the same until ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4. Contractor agrees to permit the Federal grantor agency and its contractor's access to the sites of performance under this contract as reasonably may be required.

5. Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal funds.

8. CHANGES TO FEDERAL REQUIREMENTS – [Applicable to all Federal-aid contracts]

Federal Changes - Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between ARRC and the Federal grantor agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES [Applicable to all Federal-aid contracts]

(1) ARRC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARRC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS – 49 USC 5323j (1); 31 USC 3801-3812; 49 CFR Part 31; 18 USC 1001 [Applicable to all Federal-aid contracts]

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract,

the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a

contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11. SEISMIC SAFETY REQUIREMENTS - 42 USC 7701 et seq. & 49 CFR Part 41; Executive Order 12699 [Applicable only to Federal-aid contracts for the construction of new buildings or additions to existing buildings]

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

12. ENERGY CONSERVATION REQUIREMENTS - 42 USC 6321 et seq. & 49 CFR Part 622, Subpart C [Applicable to all Federal-aid contracts]

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. CIVIL RIGHTS AND EQUAL OPPORTUNITY REQUIREMENTS – 49 USC 5332; 29 USC 623, 42 USC 2000e, 42 USC 6102, 42 USC 12112, 42 USC 12132, 29 CFR Part 1630, & 41 CFR Parts 60 et seq. [Applicable to all Federal-aid contracts]

Civil Rights - The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with 49 USC 5332 and Title VI of the Civil Rights Act, as amended, 42 USC 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, and section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with 49 USC 5332 and Title VI of the Civil Rights Act, as amended, and 42 USC §2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(b) Age - In accordance with the Age Discrimination in Employment Act, 29 USC 621-634; U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625; the Age Discrimination Act of 1975, as amended, 42 USC 6101 et seq.; U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90; and 49 USC 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal grantor agency may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, the Americans with Disabilities Act of 1990, as amended, 42 USC 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC 4151 et seq., and 49 USC 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

14. VIOLATION AND BREACH OF CONTRACT - 2 CFR 200.326; 2 CFR Part 200, App. II(A)

[Applicable to all Federal-aid contracts in excess of \$150,000]

Rights and Remedies of the ARRC

Except as may be otherwise provided in the contract documents, in the event that ARRC deems the contractor guilty of a default or breach of any provision under the Contract, ARRC shall have

any and all rights and remedies provided by applicable law, including, but not limited to the following:

1. The right to take over and complete the work or any part thereof as agent for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the ARRC, the Contractor expressly agrees that no default, act or omission of the ARRC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the ARRC directs Contractor to do so) or to suspend or abandon performance. Contractor claims or disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in accordance with ARRC's Procurement Rules.

Performance During Dispute - Unless otherwise directed by ARRC, Contractor shall continue performance under this contract while matters in dispute are being resolved.

Notification - In addition to the notice requirements set out elsewhere in this Contract, if the contractor becomes aware of any act or occurrence which may form the basis of a claim by the contractor for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the contract, the contractor shall immediately inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the contractor shall, within the next 14 days, submit an Intent to Claim in writing to the Project Manager. The claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the Intent to Claim. Receipt of the claim will be acknowledged in writing by the Project Manager. The Contractor agrees that unless these written notices are provided, the contractor will have no entitlement to additional time or compensation for such act, event or condition.

Presenting Claim - A claim shall be submitted in accordance with ARRC Procurement Rule 1800.12 and shall specifically include the following:

1. The act, event or condition giving rise to the claim.
2. The contract provisions which apply to the claim and under which relief is provided.
3. The item or items of contract work affected and how they are affected.
4. The specific relief requested, including additional contract time if applicable, and the basis upon which it was calculated.

Claim Validity, Additional Information, & Project Manager's Actions - The claim, in order to be valid, must not only show that the contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the contract provides entitlement to relief to the contractor for such act, event, or condition. The Project Manager reserves the right to make written request to the contractor at any time for additional information which the contractor may possess relative to the claim. The contractor agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim. The claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Manager of Purchasing & Materials for formal written decision.

Decision on Claim - The contractor will be furnished the Manager of Purchasing & Materials' decision within the next 90 days, unless additional information is requested by the ARRC. The Manager of Purchasing & Materials' decision is final and conclusive unless fraudulent as to the Claim.

Notice of Appeal - Within 14 days of receipt of the Manager of Purchasing & Materials' decision, the contractor may deliver a Notice of Appeal to ARRC in accordance with ARRC Procurement Rule 1800.13 and request a hearing. The Notice of Appeal shall include specific exceptions to the Manager of Purchasing & Materials' decision, including specific provisions of the contract, which the contractor intends to rely upon in the appeal. General assertions that the Manager of Purchasing & Materials' decision is contrary to law or to fact are not sufficient.

Decision on Appeal - The decision of the ARRC on appeal will be rendered within 90 days after the conclusion of a hearing conducted under ARRC Procurement Rule 1800.15 or the date of receipt of the Notice of Appeal, whichever is later. The time limits given above may be extended by mutual consent. The decision of ARRC on appeal shall be final and conclusive unless the Contractor appeals to the superior court in accordance with ARRC Procurement Rule 1800.18.

15. NONSEGREGATED FACILITIES [Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more]

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or

entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).

3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

16. NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – 54 USC 300101 et seq.

[Applicable to all Federal-Aid contracts]

In the performance of this contract, neither Contractor nor its subcontractors shall take any action (which term includes but is not limited to the seeking of any required federal license or permit, and the extraction of material or natural resources from any source whatsoever) that may affect a district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places without prior notice to ARRC and compliance with the requirements of the National Historic Preservation Act of 1966, 54 USC 300101 et seq. Contractor is advised that both historic and cultural sites may be eligible for inclusion on the National Register.

17. FLY AMERICA REQUIREMENT - 49 USC 40118; 41 CFR 301-10 [Applicable to all Federal-aid contracts which may involve the international air transportation of equipment, materials, commodities, products or personnel]

a) Definitions. As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. RECYCLED PRODUCTS - 42 USC 6962; 40 CFR PART 247; 2 CFR 200.322 [Applicable to all Federal-aid contracts for items designated by the EPA, for the purchase of \$10,000 or more of one of these items during the fiscal year]

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal funds.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS - FTA Circular 4220.1F [Applicable to all FTA funded contracts]

The provisions herein include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any ARRC requests which would cause ARRC to be in violation of the FTA terms and conditions.

20. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM - 49 CFR Part 26. [Applicable to all U.S. Department of Transportation-funded contracts, including those funded by FTA, FRA and FHWA]

1. Assurance - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation- assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the ARRC deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 CFR 26.13(b).

2. Contract Goal – ARRC runs a completely race-neutral DBE program. Accordingly, this contract has no specific contract goal for the participation of Disadvantaged Business Enterprises (DBEs). ARRC does have an overall annual goal that it strives to meet, however. The ARRC therefore strongly encourages the contractor to use the services of small businesses, including DBEs, as subcontractors whenever possible. The ARRC requests that the contractor consider such measures as: (1) subcontracting to small businesses, including DBEs, portions of the work the contractor might otherwise do with its own forces; (2) reducing or waiving subcontractor bonding requirements for small businesses, including DBEs; (3) reviewing the list of businesses certified in the Small Business Administration’s 8(a) Business Development Program for potential subcontractors [contact the SBA at (907) 271-4022]; and (4) reviewing the list of businesses certified as DBEs by the Alaska Unified Certification Program for potential subcontractors [<http://www.dot.state.ak.us/cvlrts/directory.shtml>].

3. Prompt Payment - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the ARRC. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed, even if the prime contractor’s work has not been completed. Any retainage not returned to a subcontractor will be reported to the ARRC by the prime contractor. This clause applies to both DBE and non-DBE subcontractors.

21. FHWA BUY AMERICA REQUIREMENTS - 23 CFR 635.410 [Applicable only to FHWA funded construction contracts in excess of \$150,000]

Unless a waiver has been granted by the FHWA, all steel and iron materials which are incorporated into the work, and the action of applying a coating to a covered material (i.e., steel and iron), shall be manufactured in the United States except that minor amounts of steel and iron materials of foreign manufacture may be used, provided the aggregate cost of such materials does not exceed one tenth of one percent (0.1 percent) of the total contract amount, or \$2500, whichever is greater. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of a material subject to the requirements of this section. For the purposes of this section, the cost is the value of the products as they are delivered to the project. When steel and iron materials manufactured in the United States are shipped to a foreign

country where non-steel or iron products are installed on or in them (i.e., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements

of this section. A certification of materials origin, attesting to compliance with this provision, shall be furnished to the Engineer prior to incorporating any steel or iron products into the project. Bidders may submit an alternate bid for the project based on the use of foreign iron or steel materials. In this event, the contract will be awarded to the bidder who submits the lowest total responsive bid based on furnishing domestic iron and steel materials unless such total bid exceeds the lowest total responsive bid based on furnishing foreign steel and iron materials by more than 25 percent.

Certificate of Compliance with 23 CFR 635.410

The bidder or offeror hereby certifies that it will comply with the requirements of 23 CFR 635.410.

Date: _____

Signature: _____

Company Name: _____

Title: _____

22. FTA BUY AMERICA REQUIREMENTS - 49 USC 5323(j); 49 CFR Part 661 [Applicable only to FTA funded projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods or rolling stock]

Buy America - The contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11.

A bidder or offeror must submit to the ARRC the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certification requirement for procurement of steel, iron, or manufactured products:

Certificate of Compliance with 49 USC 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR Part 661.6.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 USC 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.6, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certification requirement for procurement of rolling stock and associated equipment:

Certificate of Compliance with 49 USC 5323(j)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j) and the regulations at 49 CFR 661.11.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 USC 5323(j)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(C), and the applicable regulations at 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

23. FRA BUY AMERICAN REQUIREMENTS-SUPPLIES - 41 USC 8301-8305; 48 CFR Part 25 [If required under the terms of the grant agreement, applicable only to FRA funded contracts for the purchase of goods, supplies or equipment in excess of \$10,000]

(a) The FRA requires its grantees to comply with The Buy American Act (41 U.S.C. 8301 et seq.) which provides that preference be given to domestic end products.

Commercially available off-the-shelf (COTS) item, as used in this clause, means

(1) any item of supply (including construction material) that is (i) a commercial item, as defined in paragraph (1) of the definition at 48 CFR 2.101; (ii) sold in substantial quantities in the commercial marketplace; and (iii) offered under this contract in the same form in which it is sold in the commercial marketplace; and

(2) does not include bulk cargo, as defined in 46 USC 40102(4), such as agricultural products and petroleum products.

Components, as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

Cost of components, as used in this clause, means

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product, as used in this clause, means

(1) an unmanufactured end product mined or produced in the United States, or

(2) an end product manufactured in the United States, if

(i) the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) the end product is a COTS item.

End products, as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

Foreign end product, as used in this clause, means an end product other than a domestic end product.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas (as defined at 48 CFR 2.101).

(b) The Contractor shall deliver only domestic end products, except those-

(1) For use outside the United States;

(2) That government agencies have determined are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. A current list of such items is contained in 48 CFR 25.104;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable under 48 CFR 25.105. The offered price of a domestic end product shall be determined to be unreasonable when the lowest acceptable domestic offer exceeds the lowest acceptable foreign offer, inclusive of duty, by more than 6 percent, if the domestic offer is from a large business or more than 12 percent, if the domestic offer is from a small business concern

In accordance with 41 USC 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 48 CFR 12.505(a)(1)).

A bidder must submit to ARRC the Buy American certification (below) with its bid response for FRA funded supply contracts. The Contractor shall deliver only domestic end products except to the extent that it specifies delivery of foreign end products in its provision of the Buy American Certificate. Bids that are not accompanied by a completed Buy American certification may be rejected as nonresponsive.

Buy American Certificate
Certificate of Compliance with 41 USC 8301-8305 – Supplies

(a) The bidder or offeror hereby certifies that the products it proposes to supply hereunder comply with the requirements of 49 USC 8301-8305 and the applicable regulations in 48 CFR Part 25. The bidder or offeror certifies that each end product, except those listed in paragraph (b) of this certificate, is a domestic end product and that for other than COTS items, the bidder or offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The bidder or offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS items and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

(b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Date: _____

Signature: _____

Company Name: _____

Title: _____

24. FRA BUY AMERICAN REQUIREMENT-CONSTRUCTION - 41 USC 8301-8305; 48 CFR Part 25 [Applicable only to FRA funded construction contracts in excess of \$10,000]

(a) The FRA requires its grantees to comply with The Buy American Act (41 U.S.C. 8301 et seq.) which provides that preference be given to domestic construction materials. As used in this clause-

Components means those articles, materials, and supplies incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre- assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

Domestic construction material means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the U.S., if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of cost of all its components. Materials of foreign origin of the same class or kind as the materials listed in 48 CFR 25.108 shall be treated as domestic.

(b)(1) The Buy American Act (41 USC 8301-8305) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction materials or components listed by the Government as follows: NONE

(3) Other foreign construction material may be used on this project if ARRC determines that-

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction materials will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) or allowed under paragraph (b)(3) of this clause.

(c) Request for determination. (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for ARRC evaluation of the request for a determination regarding the inapplicability of the Buy American Act in time to allow determination before submission of bids or offers. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If ARRC determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) If ARRC does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

**FOREIGN AND DOMESTIC CONSTRUCTION
MATERIALS PRICE COMPARISON**

Construction material description	Unit of Measure	Quantity	Price (Dollars) ^{1/}
Item 1: Foreign construction material Domestic construction material			
Item 2: Foreign construction material Domestic construction material			

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

¹Include all delivery costs to the construction site and any applicable duty (whether or not a duty- free entry certificate is issued).

A bidder must submit to ARRC the Buy American certification (below) with its bid response for FRA funded construction. Bids that are not accompanied by a completed Buy American certification may be rejected as nonresponsive.

Certificate of Compliance with 41 USC 8301-8305 - Construction

The bidder or offeror hereby certifies that the construction materials it proposes to provide hereunder comply with the requirements of 49 USC 8301-8305 and the applicable regulations in 48 CFR Part 25.

Date: _____

Signature: _____

Company Name: _____

Title: _____

25. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING - 31 USC 1352; 2 CFR 200.450; 2 CFR 200 App. II(j); 49 CFR Part 20 [Applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000]

A bidder must submit to ARRC the below certification with its bid response for any Federally funded contract that exceeds \$100,000. Bids that are not accompanied by a completed certification may be rejected as nonresponsive.

1. The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. The undersigned also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

26. FTA PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS - 49 USC 5323; 49 CFR Part 663 [Applicable only to FTA funded contracts for the purchase of rolling stock in excess of \$150,000]

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 USC 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

27. CERTIFICATION REGARDING COMPLIANCE WITH 49 CFR 26.49 - ESTABLISHMENT OF DBE GOAL [Applicable to all FTA funded contracts for Transit Vehicles]

Certificate of Compliance with 49 CFR 26.49

The bidder or offeror hereby certifies that it has established a DBE goal and submitted it to the FTA for approval in accordance with the provisions of 49 CFR 26.49.

Date: _____

Signature: _____

Company Name: _____

Title: _____

28. SAFE OPERATION OF MOTOR VEHICLES - 23 USC Part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10 [Applicable to all federally funded third party contracts]

Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or ARRC.

Distracted Driving - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

29. PATENT RIGHTS – 2 CFR Part 200, App. II(F); 37 CFR Part 401 [Applicable all federally funded contracts with a small business firm or nonprofit organization for the performance of experimental, developmental or research work]

This Project is funded through a Federal award for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The Contractor shall grant the ARRC intellectual property access and licenses deemed necessary for the work performed under this contract and in accordance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the federal grantor agency. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of ARRC and the federal grantor agency, until such time as they may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

(a) Any subject data developed under the contract, whether or not a copyright has been obtained; and

(b) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the federal grantor agency.

2. Unless the federal grantor agency determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this contract agrees to permit the federal grantor agency to make available to the public, either its license in the copyright to any subject data developed in the course of the contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this contract, is not completed for any reason whatsoever, all data developed under the contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

30. TERMINATION – 2 CFR 200.339; 2 CFR Part 200 App. II(B) [Applicable to all federally funded contracts in excess of \$10,000]

Except as may be otherwise provided in the contract documents, the following termination provisions apply to this contract:

1. ARRC may, for its sole convenience, terminate 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 termination, Contractor shall be entitled to receive payment in accordance with the payment provisions of this contract for 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 work.

2. In addition to ARRC's right to terminate 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:

(a) 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

(b) 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

(c) 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.

3. Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all performance 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 products, reports, plans, drawings, specifications, data, summaries or other materials and information, whether completed or in process, accumulated by Contractor in performance of the contract. 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.

31. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment 2 CFR § 200.216 [Applicable to all Federal-aid contracts]

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889].

32. Notification to FTA; Flow Down Requirement – FTA Master Agreement, Section 39(b)(1), (2); 2 CFR 180.220; 2 CFR 1200.220 [Applies to FTA-funded contracts/third party contracts in excess of \$25,000]

If a current or prospective legal matter that may affect the Federal Government emerges, CONTRACTOR shall promptly notify ARRC, the FTA Chief Counsel, and the Regional Counsel for FTA Region 10. CONTRACTOR shall include these requirements as a flow down clause in any subcontract related to this Contract. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.