



ALASKA RAILROAD CORPORATION
SURPLUS SALES SECTION
P.O. BOX 107500
ANCHORAGE, AK 99510-7500
ATTENTION: Muriel Lewis, Purchasing & Materials Tech.
Phone (907) 265-2630 / FAX NUMBER (907) 265-2439

THIS IS NOT AN ORDER

INVITATION NUMBER: 09-28-55579
DATE OF INVITATION: June 16, 2009

INVITATION TO BID

Four (4) Retired ARRC Caboose Sale

SEALED BIDS WILL BE RECEIVED AT: ALASKA RAILROAD CORPORATION
SURPLUS SALES
327 W. SHIP CREEK AVENUE, SECOND FLOOR
ANCHORAGE, AK 99501

The Alaska Railroad Corporation ("ARRC") is soliciting bids from interested parties for the purchase of Four (4) retired cabooses described herein that are no longer needed for its operations. Interested parties are invited to submit a bid for the purchase of one or more of the cabooses.

PRE-BID Caboose Viewing: Scheduled for **July 9, 2009 at 2:00pm (SHARP)**, at the ARRC General Office Building Lobby, 327 W Ship Creek Ave, Anchorage, AK 99501. Participants will take a short walk to & climb onto cabooses. Please dress appropriately for weather and safety; gloves and 6" work boots, ie no sneakers, heels, sandals etc. Please notify us of your participation in advance at the number provided.

Bids will be accepted until **3:00 p.m.** local time on **August 6, 2009**, at that time bids will be opened. Results will be posted at www.AlaskaRailroad.com

1. Bids must be submitted on the bid form contained herein and may be mailed, or hand delivered to the above address. Alternatively, bidders may fax their bids to (907) 265-2439.
2. If mailed or hand delivered, bid shall be in a sealed envelope with the **bid number 09-28-55579 clearly printed on the face of the envelope.**
3. Your bid must be complete, and in U.S. dollars. See instructions and conditions enclosed.

Best Regards,
Muriel Lewis

Muriel Lewis
Purchasing & Materials Technician
Email: lewism@akrr.com

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SECTION 1.

SPECIFIC TERMS AND CONDITIONS

Minimum Bid of \$8,000.00 Each

METHOD OF BIDDING: Bids must be submitted in the spaces provided on the Bid Form contained in Section 3 of this solicitation. **Bids must be in US dollars.** Bidders may bid on one or more of the cabooses individually and/or submit an aggregate bid for all four cabooses. ARRC may sell the cabooses by line item or in the aggregate, whichever is in the best interest of ARRC. Bids will be accepted until **3:00 p.m.** local time on **August 6, 2009** at which time the bids will be opened. All sales shall be made in accordance with the terms and conditions stated herein. ARRC shall not be liable for any costs incurred by the bidder in bid preparations.

PLACE OF BID OPENING: Bid opening will be held at the Alaska Railroad Corporation, 327 Ship Creek Avenue, Anchorage, Alaska 99501, second floor Supply Management. Bids will be considered **Only** if delivered by hand or by mail or by fax, prior to the hour and date specified for closing of bid.

ITEMS SOLD "AS IS": The cabooses and are being sold on an "As-Is", "Where-Is with All Faults" basis. There are no guarantees or warranties expressed or implied. **FOB Anchorage, Alaska.**

ARRC RIGHTS IN REGARD TO BID: ARRC reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed to be in its best interest. ARRC also reserves the right to reject any proposal for sale or resale of these assets for use or disposition in the State of Alaska.

INSPECTION: Cabooses **1074, 1085, 1087, 1091**, may be inspected at ARRC's Yard in Anchorage, Alaska on **July 9, 2006 at 2:00 pm**. Equipment should be inspected prior to submitting a bid.

HOLD HARMLESS: The successful bidder shall indemnify ARRC against liability and hold it harmless from loss in respect to any and all claims and demands whatsoever rising out of the performance of this agreement, save and except the successful bidder shall not be liable for acts of negligence of Alaska Railroad employees acting within the scope of their employment.

TITLE: Title to the cabooses shall be transferred to the successful bidder(s) by execution of a Bill of Sale Agreement substantially in the form contained in Section 4 hereof.

PAYMENT: Payment in U.S. funds is required prior to release of the cabooses to the successful bidder(s). If payment has not been received by ARRC within **ten days of bid award**, ARRC shall contact the next highest bidder for award.

SHIPPING/REMOVAL: These cabooses are being sold FOB ARRC's Yard in Anchorage, Alaska. These items must be **removed from ARRC's property within 30 days** of consummation of sale unless other terms have been mutually agreed upon by buyer and ARRC. All cost associated with removal from ARRC property is solely the responsibility of the purchaser.

EXPORT / IMPORT OF PROPERTY: The property offered for sale herein may or may not be authorized for export / import. It is the sole responsibility of the purchaser to obtain any necessary clearances or approvals for export / import of any property purchased from ARRC.

PROHIBITED USE OF CABOOSES: The bidder understands and agrees that these cabooses can not be painted in ARRC's passenger car and /or locomotive paint schemes, nor can they have ARRC logo or name or any other type of markings that will in any way associate them with ARRC, without the written authorization from ARRC.

ENVIRONMENTAL POLLUTION: All bidders agree that they will comply with all applicable federal, state and local government laws, ordinances, and regulations with respect to environmental pollution during the processing, handling, shipping, use or disposal of items purchased from ARRC.

GOVERNING LAW: This contract shall be governed by all applicable Federal, State and Municipal laws. All concerning actions shall be brought in the Superior Court of the State of Alaska.

SECTION 2.

CABOOSE HISTORY

CABOOSE	IN SERVICE	SPECIAL INFORMANTION & FEATURES
1074	1949	Built by Pacific Car and Foundry Co. in March 1948 and placed in service April 1949. Plenty of storage. 3 chairs..
1085	1977	Is one of three wide vision cabooses built new in 1976 by International Car Co. of Kenton, Ohio. ARRC received in April 1977. Wood floors and lots of storage, chairs, Sink.
1087	1977	Built by International Car Co. 1976 received by ARR April 1977. Water Tank, sink, Chairs, wood flooring.
1091	2000	Bought by the ARR in Fall 2000 from Canadian National Railways. Double sinks, counter space, storage and shelving. Largest of the four used for meal preparations.

SECTION 2A.

CABOOSE PHOTOS

Additional photos found at: www.AlaskaRailroad.com, "Suppliers", then "Solicitations"

1074



1085



1087



1091



SECTION 3

BID FORM

FOB Anchorage, Alaska.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>QTY</u>	<u>Bid Amount</u>
1.	Caboose	1074	1	\$ _____
2.	Caboose	1085	1	\$ _____
3.	Caboose	1087	1	\$ _____
4.	Caboose	1091	1	\$ _____

Total bid for Caboose: \$ _____

AWARD CRITERIA:

Award to be made by line item or in the aggregate whichever is deemed to be in the best interest of the ARRC.

BIDDER NAME & ADDRESS

BY AND FOR THE BIDDER

PRINTED NAME OF BIDDER

DATE OF BID

CONTACT PHONE NUMBER

FACSIMILE NUMBER

EMAIL ADDRESS

SECTION 4

BILL OF SALE

THIS BILL OF SALE ("Agreement") dated _____, _____, is by and between the ALASKA RAILROAD CORPORATION, whose address is 327 W. Ship Creek Ave., Anchorage, AK 99501, hereinafter referred to as "SELLER", and _____, hereinafter referred to as "BUYER". SELLER, for and in consideration of _____ Dollars and No/100 (\$ _____) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, subject to the below-described conditions, does hereby sell, convey, transfer, and deliver to BUYER all right, title, and interest in the following personal property:

***INSERT SOLD ITEM list HERE ***

TO HAVE AND TO HOLD all the foresaid items to BUYER, it executors, administrators, heirs, and assigns for its use and administration.

SELLER sells said personal property to Buyer "As Is and Where Is With All Faults", and SELLER makes no warranties, guarantees or representations of any kind, either express or implied, arising by law or otherwise, that shall survive delivery of said personal property to BUYER pursuant to this agreement, including, but not limited to, the condition or value of such personal property, any implied warranty of merchantability, any implied warranty arising from course or performance, course of dealing or usage or trade, and any implied warranty of fitness for any particular purpose. In addition, all other liability that may arise with respect to the use, sale or lease of the personal property, either in contract or tort, including without limitation, strict liability founded in Section 402A of the Restatement of Torts or otherwise, is expressly disclaimed and negated.

By its execution of this Agreement below, BUYER acknowledges that it has inspected the personal property, observed its physical characteristics and existing conditions, and has been afforded the opportunity to conduct such investigation and study of the personal property as it deems necessary for the purposes of acquiring the personal property for BUYER'S intended use. BUYER will pay all sales, use and transfer taxes, if any, resulting from the sale of the personal property to BUYER. BUYER acknowledges that delivery of possession shall be deemed to have occurred on the date hereof, and all risk of loss to the personal property whether or not covered by insurance, shall pass to and be on BUYER from and after such time. BUYER hereby waives all objections to or claims with respect to the physical characteristics and existing condition of the personal property including hazardous materials in, or on the personal property. BUYER hereby irrevocably and unconditionally agrees to defend, indemnify and hold harmless SELLER and each of SELLER'S agents, directors, officers, employees, insurers, representatives, and attorneys, and its and their predecessors, successors, heirs, executors, administrators and assigns, and all person acting by, through, under or in concert with any of them, of any from any and all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages and expenses (including attorney's fees and costs), of any nature whatsoever, in law or equity, arising from or in any way related to the BUYER'S possession, sales, lease or use of the personal property which is the subject of this agreement, including any alleged violation of any federal, estate or local law, statute, rule, regulation, ordinance or common law relating to the personal property in any way.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Alaska. The parties hereto shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Alaska. The parties hereby irrevocably consent to the jurisdiction of the courts of the State of Alaska with venue laid in the Third Judicial District of Anchorage.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed on the date first above written.

SELLER:

ALASKA RAILROAD CORPORATION

By: _____ Date: _____

Title: _____

BUYER:

By: _____ Date: _____

Title: _____