



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
SayS@akrr.com
PHONE 907.254.8747
CEL 907.885.1747

(THIS IS NOT AN ORDER)

December 15, 2025

REQUEST FOR QUOTATION
25-77-213928

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

ARRC WHITTIER TIMBER TRESTLE REPAIRS

EMAILED OR ELECTRONIC QUOTES WILL BE RECEIVED AT:

Email: SayS@akrr.com:

Offers Will Be Received Until 3:00 PM Local Time on January 15th, 2026

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

ARRC reserves the right to reject any and all bids, or any part thereof, negotiate changes in bids, accept any bids or any part thereof, waive minor informalities or defects in any bids, and not to award the proposed contract if it is in the best interest of the ARRC.

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

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

BIDDER/VENDOR TERMS AND CONDITIONS: PROSPECTIVE BIDDERS ARE CAUTIONED TO PAY PARTICULAR ATTENTION TO THIS CLAUSE. Bidder/contractor imposed terms and conditions which conflict with this Invitation to Bid terms and conditions are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive.

GENERAL CONDITIONS (CONSTRUCTION) may be found at [General Terms & Conditions-Construction 11-14-05.doc \(alaskarailroad.com\)](http://alaskarailroad.com).

If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Invitation to Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation to Bid will prevail. Lease agreements shall be reviewed by ARRC Contracts department.

ALASKA BIDDERS' PREFERENCE

1. **ALASKA BIDDER PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection.
2. **ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference and is a qualifying entity as defined herein, they will be awarded an Alaska 6 veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. In order to receive the Alaska Bidder Preference and/or Alaskan Veteran Preference, the bid must also include a statement certifying that the bidder is eligible to receive said preferences. The application of preferences is for bid evaluation purposes only.

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



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

Please direct all questions concerning this solicitation to Sazil Say, Alaska Railroad Corporation, Supply Management, 327 W. Ship Creek Avenue, Anchorage, AK 99501, telephone number (907) 265-8747, cell number (907) 885-1747 fax number (907) 265-2439, or e-mail: SayS@akrr.com .

Sincerely,

Sazil Say

Contract Administrator
Alaska Railroad Corporation



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
SayS@akrr.com
PHONE 907.254.8747
CEL 907.885.1747

**PLANHOLDER REGISTRATION FORM
REQUEST FOR QUOTATION**

25-77-213928

ARRC WHITTIER TIMBER TRESTLE REPAIRS

Response Required: This page must be completed and returned ensuring receipt of future addenda or additional information. Please email this form to SayS@akrr.com. All addenda will be forwarded to the contactor name and number listed below.

Firms that have not returned this Registration Form will not be informed of addenda and will only be alerted of addenda by checking with the ARRC Procurement Officer or by checking ARRC's internet site: www.alaskarailroad.com. Bidders must acknowledge the receipt of all issued addendums in their quote submittal.

Company Name

Mailing Address

City, State, Zip

Contact Name

Phone Number Fax

Email Address

The Alaska Railroad Corporation web site: www.alaskarailroad.com

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ATTACHMENTS:	<u>Pamphlet 600 - Issue 51, Effective September 1, 2025</u> <u>201122t15 Timber Trestle Repair - IFC - 12.11.2025</u> Photos DropBox - <u>https://www.dropbox.com/scl/fo/vqnum0xqzoysq6mksex54/AHaOcX0HgSvFTktSiXsQQGA?rlkey=970so4iibe11rm5de0o40zk56&dl=0</u>

APPENDIX A

ALASKA RAILROAD CORPORATION
REQUIRED DOCUMENTS

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

1. Contractor Responsibility Questionnaire - [Form 395-0136]
2. Construction Bid Form - [Form 395-0121]
3. Cost Schedule - Appendix G
4. Alaska Contractors License

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER. The apparent low bidder is required to complete and submit the following documents within Five (5) Working Days after receipt of written notification:

1. Subcontractor List - [Form 395-0131] - (Construction Bids Only)

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

1. Certificate of Insurance - [from Insurance Carrier]
2. Alaska Business Licenses
3. State of Alaska Department of Labor Notice of Work
4. Construction Contract - [Form 395-0122]; Notice to Proceed (from ARRC)

POST AWARD DOCUMENTATION

1. State of Alaska, DOL Notice of Completion

Form 395-0128 (12/99)

APPENDIX B

SCOPE OF WORK

Contractor shall perform repairs to the Timber Trestle along the Whittier Barge Slip berthing area prescribed in the construction documents. This includes, but is not limited to mobilization/demobilization, installation of new timber diagonal & horizontal cross bracing, installation of pile straps, and pile – cap strap connections. Additionally, removal of any scrap material other ancillary items.

Work windows shall be required coordinated with ARRC & Alaska Marine Line (AML) cargo vessel schedules. Work will be possible to happen concurrently with barge berthing, depending on operational needs. Contractor will be required to have at least one personnel with an active TWIC card onsite per five Contractor personnel, if working concurrently with barge at the facility.

Contractor shall be required to coordinate work activities with ARRC staff including Project/Construction Management, and local facilities staff for operational support and construction windows. Unless noted otherwise, the 2025 edition of the Alaska Railroad Corp Standard Specifications for Construction (ARRC SSC) are referenced as project specifications and shall be referenced as the ARRC SSC.

Base Bid Items

Item No. 1 – Mobilization:

Perform work and operations necessary to move personnel, equipment, supplies and incidentals to the project site; establish facilities, except those provided by the Owner's representative, and pay costs incurred, before beginning construction; complete similar demobilization activities; and furnish required submittals such as as-builts, certificates, payrolls, and equipment warranties as necessary.

The Owner's representative does not anticipate at this time providing the Contractor with utilities, marine access equipment, or support facilities. Therefore, the Contractor shall anticipate providing their own equipment necessary to complete the work and/or provide for their employees. Contractor must comply with the Alaska Department of Labor and Workforce Development requirements as noted herein.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price in accordance with ARRC SSC Subsection 640-4.01.0

Item No. 2.1 – Install New Horizontal Cross Bracing:

Installation of new timber horizontal bracing at per plan set. Installation will include removal of and disposal of old cross bracing remnants. Securement of new timber in accordance with the plan set. Including the timber, fasteners, and labor to install the new cross bracing. This bid item will be a unit cost, and paid on a per installed brace.

Item No. 2.2 – Install New Diagonal Bracing:

Installation of new timber diagonal bracing between per plan set. Installation will include removal of and disposal of old cross bracing remnants. Securement of new timber in accordance with the plan set. Including the timber, fasteners, and labor to install the new cross bracing. This bid item will be a unit cost, and paid on a per installed brace.

Item No. 3.1 – Timber Pile Clamp Repair

Installation of Timber Pile Clamps, in accordance with the plan set. Clamp maybe either be fabricated or manufacture product, contractor shall provide shop drawings submittals for approval. Clamps shall be installed on each timber pile along the trestle. This bid item will be a unit cost, and paid on a per installed clamp.

Item No. A3.2 – Tension Strap Connector

Installation of metal straps between pile & pile cap, with lag screws and thru bolts in accordance with plan set. Two straps shall be installed on all piles where bent work is performed. Prior to strap installation, shimming maybe required to ensure contact between the Pile and Cap. Contractor shall provide shop drawings submittals of timber pile straps for approval. This bid item will be a unit cost, and paid on a per installed tension strap.

APPENDIX C

BIDDERS INSTRUCTIONS & SPECIAL REQUIREMENTS
(CONSTRUCTION)

To be considered for award, Bids must be made in accordance with the following requirements:

Duty to Seek Clarification: ARRC shall not be held responsible for a Bidder's lack of understanding of what is required by the Invitation to Bid. Should a Bidder not understand any aspect of the Invitation to Bid, or require further explanation or clarification regarding the intent or requirements of the same, it shall be the responsibility of the Bidder to seek clarification from ARRC prior to submitting his or her Bid.

Terms and Conditions: Any resulting contract from this Invitation to Bid shall incorporate the general terms and conditions contained in this bid package.

Contract Documents: Bidders shall familiarize themselves with the requirements of all of the Contract Documents which include, but are not limited to the "Bidders Instructions & Special Requirements", the Invitation to Bid, Bid and Contract Forms, General Conditions, Special Conditions, Specifications, Plans, any Addenda issued prior to the receipt of Bids, and any other documents referenced or incorporated therein.

Examination and Interpretation of Documents: Each Bidder shall examine the Contract Documents carefully and shall make written requests to ARRC prior to Bid submission for interpretation or correction of any ambiguity, inconsistency, discrepancy, omission, or error therein which the bidder may discover. Any interpretation or correction will be issued in an Addendum by ARRC. Only a written interpretation or correction shall be binding. No Bidder shall rely on any interpretation or correction given by any other method.

Addenda: ARRC may modify the Invitation to Bid prior to the date fixed for opening of Bids by issuance of an Addendum to all parties who have been furnished the Bid Package for bidding purposes. Bidders must acknowledge receipt of all Addenda on the Construction Bid Form [Form 395-0121].

Qualification of Bidders: Pursuant to ARRC Procurement Rule 1600.3, before a Bid is considered for award, ARRC may request a Bidder to submit information regarding the Bidder's capability in all respects to fully perform the contract requirements or the individual integrity and reliability which will assure good faith performance. Such information shall include the Bidder's prior experience in performing comparable Work, the availability of necessary financing, equipment, facilities, expertise and personnel to perform the Work and whether he or she has ever been terminated or defaulted on construction work.

Bid Forms: Bids must be submitted on the forms provided by ARRC, completed in all respects as required by the Bid Forms and other Contract Documents and manually signed by an authorized official of the Bidder. Bidders may make copies of the Bid Forms for submission of Bids.

Submission of Bids: Bids must be sealed, marked, and addressed as directed in the Invitation to Bid and must be delivered to the office designated in the Invitation to Bid prior to the exact time set for opening bids. Late bids will not be considered.

Modification, Correction, Withdrawal of Bids: Modification, correction or withdrawal of Bids will be allowed only as provided in ARRC Procurement Rule 1200.8.

Bid Opening: Bids will be opened in public at the time set forth in the Invitation to Bid in accordance with

ARRC Procurement Rule 1200.6. The contents of the Bids will be open for public inspection after the notice of intent to award a contract is given.

Evaluation of Bids: Bids will be evaluated in accordance with the provisions of ARRC Procurement Rule 1200.7. Alternative bids, if called for, are intended to provide ARRC a range of comparative costs which will allow identification of the combinations most responsive to ARRC's need. The order in which the alternatives are listed or set out in the Invitation to Bid should not be taken as any indication as to the order in which ARRC may elect to select the alternatives, if any. Bidders shall submit bid prices for all alternatives stated in the Invitation to Bid and are advised that the order in which the alternatives, if any, are chosen by ARRC, may affect which Bidder is the lowest responsive and responsible Bidder.

Bid Security: In accordance with ARRC Procurement Rule 1200.4, all Bids shall be accompanied by bid security in the form of a cashier's check or an acceptable Bid Bond, a form of which is provided herein, in the amount of five percent (5%) of the Bid price.

Rejection of Bids: ARRC reserves the right to waive minor defects or informalities in a Bid in accordance with the provisions of ARRC Procurement Rule 1200.8, or to reject any or all Bids in accordance with the provisions of ARRC Procurement Rule 1600.2.

Award of Contract: Unless the Invitation to Bid is canceled or all bids are rejected, the procurement officer shall award a contract based on the solicited bids with reasonable promptness by written notice to the lowest, responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set out in the Invitation to Bid.

Execution of Contract: A written contract must be signed by the Bidder to whom an award is made and returned to ARRC within ten (10) calendar days, together with all required performance and payment bonds, and certificate(s) of insurance in the amounts required by the Invitation to Bid. The Bidder to whom award is made shall not be permitted to occupy the project site until he has first obtained the required insurance and submitted to ARRC proof of such insurance together with a statement certifying that said insurance conforms to requirements set forth in the Invitation to Bid.

Failure to Execute Contract: If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required bonds and insurance within the time specified, the amount of his bid security may be retained by ARRC as liquidated damages.

Government Contract Requirements: If Federal funds will be used to pay for any part of the project described in the Invitation to Bid, any contract awarded hereunder will contain provisions requiring the successful Bidder to comply with all pertinent provisions, agreements, and clauses of the subject federal grant and all pertinent laws, regulations, Presidential directives, and executive orders to the extent they apply to the subject matter of the contract.

Drug and Alcohol-Free Workplace: Safety is paramount at ARRC. For that reason, ARRC maintains an alcohol and drug-free workplace and requires that the Contractor do the same. At all times during the performance of this contract, the Contractor shall have in place a written drug and alcohol program that includes, at a minimum, the following:

- a. a requirement that all applicants present a negative pre-employment drug screen prior to being hired by the Contractor;
- b. a requirement that employees submit to a "reasonable suspicion" drug and/or alcohol test when showing signs and symptoms of drug and/or alcohol influence on duty;

- c. a requirement that employees submit to "reasonable cause/post-accident" drug and alcohol tests following certain accidents or incidents (with the threshold level triggering testing to be determined by the Contractor);
- d. a provision defining a positive alcohol test as one that reveals a breath alcohol level of .02 or greater;
- e. a provision defining a positive drug test as one that reveals concentrations at the levels set forth in 49 C.F.R. § 40.87(b)(screening test) and 49 C.F.R. § 40.87(c)(confirmatory test) or greater;
- f. a provision that outlines the consequences of a positive drug or alcohol test and the consequences of an employee's refusal to submit to drug/alcohol testing; and
- g. a provision that establishes the conditions under which an employee may return to work following a positive drug and/or alcohol test, which at a minimum include an evaluation by a substance abuse professional and compliance with a recommended treatment program.

The Contractor agrees that at any time during the performance of this contract, if an ARRC employee reports to the Contractor that an employee of the Contractor or its subcontractor is showing signs and symptoms of drug/alcohol influence on duty, the Contractor shall remove the employee from ARRC property immediately and shall have the employee tested for drug/alcohol influence. If the employee tests positive, the Contractor shall ensure that the employee is not returned to work on the project until he/she has met the return to work requirements contained in the Contractor's written program.

Offer Acceptance Period: For the purpose of award, offers made in accordance with this RFQ shall be good and firm for a period of thirty (30) days from the date of bid opening.

Site-Safety Plan Requirement: Before the contractor or any subcontractor begins any construction related work under this contract including but not limited to mobilization, equipment setup, storage, etc., taking place on sites under Alaska Railroad Corporation (ARRC) control, they will submit a site Health and Safety Plan to ARRC for compatibility acceptance.

The plan must be compatible with ARRC Safety Policies, including On-Track Safety, ARRC on-site employee safety including safety for Project Managers, Construction Managers, Flaggers, Visitors, Safety personnel, Quality Assurance staff, vendors, and the public. The plan must outlines procedures for first aid, emergency response, chemical exposures, spills, site sign-in requirements for site-safety briefings, coordination with ARRC dispatch, Section 6.16 (SAFETY AND PROTECTION), Section 6.17 (WORK SAFETY ON RAILROAD PROPERTY), and Section 6.18 (EMERGENCIES), other sections of the contract GENERAL CONDITIONS, Appendix F.

A complete, detailed Site-Safety Plan shall be submitted to the Project Manager at least 10 days prior to commencement of any Work on the Project.

Contractor's Instructions for Submitting Certified Payroll:

This contract includes work on an Alaska Railroad Corporation (ARRC) construction project, which is subject to the wage/certified payroll requirements of the Alaska Department of Labor Workforce Development (DOLWD) and/or it may include work on a federally funded construction project and be subject to U. S. Department of Labor Davis-Bacon Act wage/certified payroll requirements.

As part of the contract the following will be required:

1. All contractors on a construction project funded in whole or in part with federal funds shall pay laborers and mechanics the higher of the two wages listed in this contract from the U. S. Department of Labor (www.access.gpo.gov/davisbacon/ or <http://www.gpo.gov/davisbacon/ak.html>) or from the DOLWD (www.labor.state.ak.us/iss/home.htm). Contractors on an ARRC-funded construction project shall pay laborers and mechanics the appropriate wage established by the DOLWD under the Little Davis Bacon Act.
2. All contractors employing laborers and mechanics on the project for must submit weekly certified payrolls that contain the information listed on the DOLWD Weekly Certified Payroll Form 07-6058, pages 1 and 2. Page 2 is the "Statement of Compliance" and must bear an original signature. The prime contractor is responsible for gathering the certified payrolls from each subcontractor and for submitting them, along with their own, to ARRC.
3. These weekly certified payrolls must be submitted to ARRC within seven days after the regular "payday" for that certified payroll at the following address:
<https://certpayportal.akrr.com/>
A website login will be required to be set up prior to the first submission.
The contractor and its subcontractors are also responsible for filing certified payrolls with **DOLWD** as required.
4. The certified payroll must be completely filled out by the contractor including, but not limited to:
 - i. **Contractor's complete name**, including join ventures, Inc., LLC, etc.
 - ii. **Contractor's license number**, also called the contractor's registration number, is required in addition to a business license to do construction work in the state
 - iii. **Employee's**
 - a. Name
 - b. Address (domicile and mailing)
 - c. Social security number
 - d. Job classification
 - e. Hours worked
 - f. Wages/fringe benefits paid
 - iv. **Contracting agency project number**, which is the ARRC contract/purchase order number and is listed on the DOLWD finalized Notice of Work. This notice also lists the **DOLWD project number, project name, and location**. The prime contractor will supply all of this information to its subcontractors.
 - v. **Week ending date and payroll numbers**. The first week or part of a week of payroll will be designated as payroll number 1 for the first week, 2 for the second week, etc. until the final week worked on the project. If no work is completed during a given week, the contractor must nonetheless submit a certified payroll for that week, with the appropriate consecutive payroll number for that week, and write "No Work Performed" on payroll.

- vi. The **Statement of Compliance** must be completely filled out indicating how fringe benefits are paid and listing the payroll period. The Statement of Compliance must be signed, dated, and filed within seven days of the payment date of the payroll.
- vii. **Stamp or write “Confidential”** on the certified payroll to help insure the privacy of contractor employees.

Sample copies of DOLWD certified payroll forms with the “Statement of Compliance is shown in Figures 1 and 2 below.

Failure to timely submit complete and accurately filled out weekly certified payrolls to ARRC may result in the delay of payment on the contract.

Figure 1: Alaska Dept. of Labor, Certified Payroll, Form 07-6058, Pg. 1

APPENDIX D
FORMS

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

PART 1 - INSTRUCTIONS

- 1.1** 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.
- 1.2** Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question.
- 1.3** 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).
- 1.4** The term "Proposer" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".
- 1.5** 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 2 - IDENTITY OF PROPOSER

2.1 Proposer's Full Legal Name: _____

2.2 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: _____

2.3 Proposer's federal taxpayer identification number: _____

2.4 Proposer's Alaska business license number: _____

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

2.6 Proposer's legal address: _____

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

2.7 Proposer's local or authorized point of contract address:

Name: _____ Title: _____

Address: _____

Telephone Number: (____) _____ email: _____

2.8 How long has the Proposer been in business? _____

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

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

YES NO

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

2.11 Number of employees: _____ including _____ employees in the State of Alaska.

PART 3 - CONTRACTING HISTORY

3.1 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

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

YES NO

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

3.3 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

3.4 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

3.5 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 4 - CIVIL ACTIONS

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

4.1 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

4.2 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

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

YES NO

4.4 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

4.5 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 5 - COMPLIANCE WITH LAWS AND OTHER REGULATIONS

5.1 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

5.2 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 6 - FINANCIAL

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

6.1 Proposer's current Alaska Business License, if required by state law.

6.2 Proposer's Financial Statements may be requested:

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

6.2.2 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.

PART 7 - VERIFICATION AND ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

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

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

Signature of Certifying Individual

Date

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

Signature of Notary
Notary Public in and for the State of _____
My Commission Expires: _____

NOTICE TO PROPOSERS

A material false statement, omission or fraudulent inducement made in connection with this Questionnaire is sufficient cause for denial of a contract award or revocation of a prior contract award, thereby precluding the Proposer from doing business with, or performing work for ARRC, either as a vendor, prime contractor, subcontractor, consultant or subconsultant for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges under applicable state and/or federal law.

ALASKA RAILROAD CORPORATION
CONSTRUCTION BID FORM of

NAME _____

ADDRESS _____

7.2 To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Invitation to Bid Number, _____, dated _____, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of _____, located at or near _____ according to the plans and specifications and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

The Undersigned declares that he/she has carefully examined the contract requirements and that he/she has made a personal examination of the site of the work; that he/she understands that the quantities, where such are specified in the Cost Schedule or on the plans for this Project, are approximate only and subject to increase or decrease, and that he/she is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

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

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

The Undersigned proposes to furnish a Payment Bond in the amount of One Hundred Percent (100%) and a Performance Bond in the amount of One Hundred Percent (100%) (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

The Undersigned acknowledges receipt of the following addenda to the Plans and/or specifications (give number and date of each).

Addenda No. Date Issued Addenda No. Date Issued Addenda No. Date Issued

7.3 NON-COLLUSION AFFIDAVIT

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

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

Signature

Name and Title of Person Signing

Telephone Number

Facsimile Number

Form 395-0121 (12/99)

SUBCONTRACTOR LIST

[First Tier Subcontractors Only]

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the **Fifth (5th) Working Day** after receipt of written notice from the Alaska Railroad Corporation.

Failure to submit this form with all required information by the due date will result in the bidder being declared non-responsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one (1) firm, indicate the portion or percent of work to be done by each.

Check as applicable: All work on the below-referenced project will be accomplished without subcontracts greater than $\frac{1}{2}$ of 1% of the contract amount.

Or

Subcontractor List is as follows:

FIRM NAME, ADDRESS, TELEPHONE NUMBER	BUSINESS LICENSE NUMBER AND CONTRACTOR'S REGISTRATION NUMBER	SCOPE OF WORK TO BE PERFORMED	TOTAL DOLLAR AMOUNT OF WORK

[CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE]

I hereby certify that the above-listed licenses and registrations were valid at the time bids were received for this project. For contracts involving Federal-aid funding, Alaska Business License and Contractor Registration will be required prior to award of a subcontract.

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF BIDDER

COMPANY ADDRESS

DATE OF BID

CONTACT PHONE & CELL NUMBER

CONTACT FAX NUMBER

**ALASKA RAILROAD CORPORATION
CONSTRUCTION CONTRACT**

Contract Number: _____

This CONTRACT, between the ALASKA RAILROAD CORPORATION, herein called ARRC, acting by and through its Contracting Officer, and _____

a Corporation, incorporated under the laws of the State of Alaska, its successors and assigns, hereinafter called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

Billing Information: Invoices shall be submitted to Accounts Payable, Alaska Railroad Corporation, PO Box 107500, Anchorage, AK 99510-7500. Please reference your contract number on all invoices and correspondence.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by ARRC, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the following project: RFQ Number & Title _____ at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of: Bid Amount dollars and zero/cents (\$_____) for the Base Bid and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents(Invitation to Bid, Addenda & Contract) and Contractors Bid are made a part of this Contract and accepted as such, the project being situated the Alaska Railroad Whittier, Alaska.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for shall be allowed by ARRC, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by ARRC. In no event shall ARRC be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by ARRC. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without any such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of ARRC.

It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of ARRC, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, ARRC shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, ARRC shall have the right to recover liquidated damages as spelled out in General Conditions, Construction. The bonds given by the Contractor in the sum of: **100% of Bid Amount (\$_____)** **Payment Bond, and 100% of Bid Amount (\$_____)** **Performance Bond**, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Name of Contractor

Signature

Date

Name and Title

(Corporate Seal)

ALASKA RAILROAD CORPORATION

Contracting Officer (Signature)

Date

Typed or Print Name

Form 395-0122

APPENDIX E

GENERAL CONDITIONS (CONSTRUCTION) (Revised 11/14/05)

[Microsoft Word - General Terms & Conditions-Construction 11-14-05.doc \(alaskarailroad.com\)](#)

APPENDIX F

Special Conditions

Work shall be completed in accordance with the project drawings and these supplemental specifications. In the event of technical specification conflicts, the project drawings shall control.

It is recommended that the Contractor become familiar with the site conditions and review the existing site operations prior to bidding the work, so as to make their own assessment of what means and methods will be necessary to complete the work. It is recommended that prospective Contractors visit the site prior to bidding the work, particularly at a minus tide.

All construction shall meet the current industry standards for the work being performed. The Contractor will help the Owner or its representative perform construction observation and oversight as required to complete the project and provide quality assurance for the project. All work shall meet all the stipulations stated herein and in any governing permits.

Quality Control: The Contractor shall be responsible for controlling the quality of the construction and all of the required materials that are not furnished by the Owner. The work noted herein requires documentation of conformance with material and installation specifications. Material documentation shall be furnished to the Owner prior to placement or use of the Contractor provided materials on-site. Installation quality documentation shall be furnished to the Owner prior to any request for payment.

Contractor is to supply quality control procedures for approval fifteen (15) days prior to commencing field work that is in compliance with the ARRC's installation requirements noted herein and on the Plans.

ARRC Coordination: The Contractor shall coordinate with both the Construction Manager and Manager of Marine Operations or designee for:

- daily operations,
- access to the physical project site,
- the delineation of the Contractor equipment staging area(s),
- equipment "lock out / tag out",
- coordination of the movement of assets with their respective tenants,
- and vessel coordination.

Trestle Working Zone: The Contractor shall work section work along the trestle, limiting sections with fully removed cross bracing to four bents concurrently. Prioritizing work on bents 13-16 first and then working towards west pass-pass dock.

Welding: All welding performed under performed this Contract is to comply with all applicable provisions of the most current version of the American Welding Society (AWS) D1.5 Bridge Welding Code. Where AWS D1.5 is not applicable, welding is to be performed in accordance with AWS D1.1 Structural Welding Code - Steel. Prior to commencing welding activities, the Contractor is to submit all welding procedures, in accordance with either AWS D1.1 or D1.5 that it intends to use for the work specified within the Contract Documents. Additionally, submit welder certificates that include a statement that specifically certifies that each proposed welder has been qualified as specified in the applicable AWS for the particular process or processes that said welder will perform under this Contract. With each proposed welder's certificate(s), the Contractor shall also specifically certify that said welder's qualifications remain in effect in accordance with AWS and provide evidence that the proposed individual has satisfactorily passed the AWS qualification tests for the welding processes submitted and, if pertinent, has undergone recertification.

When welding materials with galvanic coatings, the galvanizing within one (1) inch of the weld shall be removed, and repaired, in accordance with the Contract Documents. Welding through galvanic coatings is not permitted.

Galvanic Coating Repairs: Galvanic coatings damaged due to fabrication, welding (e.g. field splices, field welds), materials handling, or occurring during the installation of items under this Contract shall be repaired either by flame spray metalizing or hot stick method, in accordance with ASTM A780 or AWS C2.23.

Work Phasing: Contractor to phase work to four bents concurrently, as to minimize impact on overall structure.

Substantial Completion: Substantial Completion shall be on or before August 1st, 2026, unless accepted and agreed upon otherwise by the Owner. This completion scope includes all work items contained within the Contract Documents, properly completed, approved by the Owner and fully serviceable for the intended use.

Final Completion: Final Completion of all work shall be on or before August 30th, 2026.

Liquidated Damages: If the Owner and the Contractor cannot agree on amenable terms of an extension in accordance with subsection 108-1.06, then liquidated damages will be deducted from the Contractor as outlined in subsection 108-1.07 for the amounts outlined in Table 108-1 therein.

Additionally, any charges or fees associated with the delay of operations for any incoming vessel to the facility, to include any delays compounded by the initial delay, may be withheld at an amount equal to the charges or fees from payment due the Contractor, in accordance with General Condition 13.7. The Owner will not release performance bonds until any and all liquidated damages assessed under this Contract are paid to the Owner and all stipulations associated with said damages are satisfied.

Owner Supplied Representative: A Technical Representative present on the Owner's behalf for the purpose of providing guidance to the Contractor and/or inspecting the completed work.

END OF SPECIAL CONDITIONS

APPENDIX 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. Cost shall be bid in accordance to all specifications in Appendix B, and any Technical Specifications incorporated herein.

DESCRIPTION

Provide timber repair in accordance with the Terms, Conditions, Scope of Work, Specifications, & drawings.

AWARD CRITERIA: A contract award resulting from this solicitation shall be made to the low, responsive, responsible bidder who meets the requirements as set forth in the plans and specifications and compliance thereof. The contract may be awarded to the responsive and responsible bidder who's Lump Sum Base Bid is deemed by the Contact Administrator to be in best interest of the ARRC. The successful bidder shall hold unit prices of all additives firm for a period of thirty (30) days from the date of bid opening. Award is contingent on the availability of ARRC funds.

Base Bid Items					
Item No.	Item Description	Unit	Qty.	Unit Bid Price	Item Total
1.1	Mobilization	Lump Sum	1		
2.1	Cross Bracing - Horizontal	EA	12		
2.2	Diagonal Bracing	EA	21		
3.1	Timber Pile Clamp	EA	56		
3.2	Tension Strap Connector	EA	112		
Total Base Bid:				\$	

NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid. The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his/her signature below:

COMPANY NAME

BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF BIDDER

CITY, STATE, ZIP CODE

DATE OF BID

CONTACT PHONE & CELL NUMBER

CONTACT E-MAIL