



## **ARRC UPS REPLACEMENT 825 E. WHITNEY ROAD**

INVITATION TO BID  
25-49-213520

JULY 1, 2025

ALASKA RAILROAD CORPORATION  
327 WEST SHIP CREEK AVENUE  
ANCHORAGE, ALASKA 99501



**ALASKA RAILROAD CORPORATION**  
**327 W. Ship Creek Ave.**  
**Anchorage, AK 99501**  
ThompsonC@akrr.com  
Phone 907-265-2068  
Cell 907-854-3141

**July 1, 2025**

## **INVITATION TO BID**

**25-49-213520**

### **ARRC UPS REPLACEMENT 825 E. WHITNEY ROAD**

**Response Required:** This page must be completed and returned to ensure receipt of future addenda or additional information. Please e-mail this form to [ThompsonC@akrr.com](mailto:ThompsonC@akrr.com). All addenda will be forwarded to the contact name and number listed below.

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

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

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



**ALASKA RAILROAD CORPORATION**  
**327 W. Ship Creek Ave.**  
**Anchorage, AK 99501**  
ThompsonC@akrr.com  
Phone 907-265-2068  
Cell 907-854-3141

**THIS IS NOT AN ORDER**

**INVITATION NUMBER: 25-23-213172**  
**DATE OF INVITATION: July 1, 2025**

INVITATION TO BID  
ALASKA RAILROAD CORPORATION  
327 W SHIP CREEK AVE  
ANCHORAGE, ALASKA 99501  
ATTENTION: C. LEE THOMPSON 907.854.3141

SEALED BIDS WILL BE RECEIVED AT: Alaska Railroad Corporation  
Attn. C. Lee Thompson  
327 W. Ship Creek Avenue  
Anchorage, Alaska 99501

**UNTIL 3:00 P.M. LOCAL TIME ON July 23, 2025**  
**AT WHICH TIME BIDS WILL BE PUBLICLY OPENED.**

### **ARRC UPS REPLACEMENT 825 E. WHITNEY ROAD**

Return your bid in a sealed envelope on which the Solicitation number appears. Bids received by email transmission will not be considered for award. Bids shall be submitted on the forms furnished herein. Hand-delivered bids, amendments, or withdrawals must be received by ARRC's Contracts Section prior to the scheduled time of bid opening.

Your bid must be complete. See instructions and conditions enclosed.

**PRE-BID/Site Visit Conference/Site Visit:** A non-mandatory Pre-Quote Conference and **Site Visit is scheduled for July 15, 2025 at 10:00 AM** at the ARRC Anchorage Operations Center 825 E. Whitney Road, Anchorage, AK 99501.

An Alaska Business license is not a prerequisite to bid. Bidders who possess an Alaska Business license and also meet the other criteria of an Alaska Bidder shall receive a preference per the "Alaska bidder preference".

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 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 action is in the best interest of ARRC, and waive informalities and minor irregularities in offers received. Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions for Construction 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 For Bid terms and conditions are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive.

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.

**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.

**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 the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). 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 2025-2027 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, FEMA or the FHWA, 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](http://www.greenstarinc.org) ARRC earned an initial Green Star Award in 1994 and a Green Star Air Quality Award in 2007. The Alaska Railroad considers Green Star membership to be a positive business attribute, and regards a Green Star award as a tangible sign of an organization's commitment to environmental stewardship and continual improvement within its operations.

The envelope used in submitting your offer shall be plainly marked with the following information:

1. Offeror's Name -
2. Invitation to Bid Number 25-49-213520
3. Date and Time Scheduled for Receipt of Offers.
4. Sealed Offer: 25-49-213520, ARRC UPS Replacement 825 E. Whitney Road

Please direct all responses and/or questions concerning this invitation to bid to C. Lee Thompson, Alaska Railroad Corporation, Supply Management, 327 W. Ship Creek Avenue, Anchorage, AK 99501, **cell 907.854.3141** or email address [ThompsonC@akrr.com](mailto:ThompsonC@akrr.com).

Sincerely,

*C. Lee Thompson*  
Contract Administrator  
Alaska Railroad Corporation

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## APPENDIX A

### REQUIRED DOCUMENTS

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

1. Construction Bid Form - [Form 395-0121]
2. Bid Bond - [Form 395-0120]
3. Cost Schedule - Appendix F
4. Contractors Responsibility Questionnaire - [Form 395-0136]

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**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]
2. Contractor's QA/QC Plan
3. Contractor's Site Health & Safety Plan

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**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. Payment Bond - [Form 395-0126]
3. Performance Bond - [Form 395-0127]
4. Contract - [Form 395-0122] and Notice to Proceed, ARRC Generated
5. State of Alaska Department of Labor - Notice of Work
6. Contractors Business License and Contractors License

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### **POST AWARD DOCUMENTATION**

1. Weekly Certified Payrolls, SOA & ARRC
2. State of Alaska, DOL Notice of Completion

## APPENDIX B

### BIDDERS INSTRUCTION & 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, Drawings, any Addenda issued prior to the receipt of Bids, and any other documents referenced or incorporated therein.

**Examination of Site:** Bidders should visit the Project Site(s) and take such other steps as may be reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which may affect the Work and the cost thereof.

**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.

AGGRIEVED BIDDER/OFFEROR: An aggrieved bidder/offeror may protest an ARRC procurement action by filing a written protest with the procurement officer in accordance with the procedures and time limits specified in ARRC Procurement Rules 1800.1-1800.11.

Award of Contract: Unless the solicitation 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 ITB 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 outline 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.

A complete, detailed Site-Safety Plan shall be submitted to the Project Manager at least 5 days prior to commencement of any Work on the Project

## Contractor's Instructions for Submitting Certified Payroll:

This contract may include work on an Alaska Railroad Corporation (ARRC) construction project, which is subject to the wage/certified payroll requirements of the 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 paid under a construction contract 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/](http://www.access.gpo.gov/davisbacon/)) or from the DOLWD ([www.labor.state.ak.us/lss/home.htm](http://www.labor.state.ak.us/lss/home.htm)). Contractors paid under ARRC only funded construction contracts shall pay laborers and mechanics the appropriate wage established by the DOLWD, which is often called Little Davis-Bacon wages.

2. All contractors employing laborers and mechanics under this contract, including the owner/operator if he or she worked on the job, must submit weekly certified payrolls that contain the information listed on the DOLWD Weekly Certified Payroll Form 07-6058, pages 1 and 2. Owner/operators working on the project as mechanics or laborers, either as prime or subcontractor, must file certified payrolls and record all information including the hourly wage, fringe benefits, hours worked, overtime, et cetera, however they can defer the weekly payment and write over the total deductions and net pay boxes "owner/operator." Page 2 is the "Statement of Compliance" and must bear an original signature. The prime contractor is responsible for gathering the certified payrolls, with original signatures, from each subcontractor and for submitting them, along with its own, to the ARRC Certified Payroll Processor.

3. **Private utility companies** exempt by the state of Alaska from filing certified payrolls because they are working on their own lines must provide a copy of the state approved sworn work affidavit indicating they are paying state DOLWD required wages. Private Utility companies shall file Notices of Work (NOW) and Notices of Completion (NOC) with DOLWD, listing subcontractors, if any. The DOLWD approved finalized affidavit, NOW, and NOC shall be sent to the ARRC. The utility company shall collect original certified payrolls from all subcontractors and submit them weekly to the ARRC as outlined in these submission instructions.

4. These weekly certified payrolls must be uploaded to ARRC's web portal within seven days after the regular "payday" for that certified payroll at the following web 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 the DOLWD as required.

5. The certified payroll must be completely filled out by the contractor including, but not limited to:

- i. **Contractor's complete name**, including joint 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

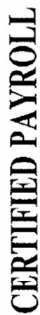
- b. Address (domicile and mailing)
- c. Social security number
- d. Job classification
- e. Hours worked
- f. Wages/fringe benefits paid

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.



Alaska Department of Labor & Workforce  
Development  
Labor Standards & Safety Division  
Wage & Hour Administration

**"Confidential"**

## STATEMENT OF COMPLIANCE

## CERTIFIED PAYROLL FORM 07-6058

Contractors &amp; Subcontractors Please Note!!!

SSN MUST be listed for each employee on payroll

8 AAC 30.020 CERTIFIED PAYROLL. (a) All Contractors (including owner/operators) who perform work on a public construction contract for the state or political subdivision of the state shall file with the Department a certified payroll (Form 07-6058) before Friday of each week that covers the preceding week.

(b) The certified payroll shall be submitted to the Department's regional office in which the work is performed.

<p>Region I, North of N63°</p> <p>Labor Standards &amp; Safety Div, DOLWD 675 7th Ave., Station J-1 Fairbanks, AK 99701-4593 (907) 451-2886 Fax: (907) 451-2885</p>	<p>Region II, South of N63°</p> <p>Labor Standards &amp; Safety Div, DOLWD 3301 Eagle Street, Suite 301 Anchorage, AK 99503-4149 (907) 269-4900 Fax: (907) 269-4915</p>	<p>Region IIA, Southeast Alaska, (From Yakutat south)</p> <p>Labor Standards &amp; Safety, DOLWD P. O. Box 21149 1111 W. 8th Street, Rm 302 Juneau, AK 99801 (907) 465-4842 Fax: (907) 465-3584</p>
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In lieu of submitting Form 07-6058, contractors may submit his/her payroll form. THE FORM MUST CONTAIN SOCIAL SECURITY NUMBERS FOR EACH EMPLOYEE.

The contractor's payroll record must contain the same information required on this form.

Sec. 35.05.040 requires that all contractors or subcontractors who perform work on a public construction contract for the state or a political subdivision of the state shall, **BEFORE FRIDAY OF EACH WEEK**, file with the Department of Labor and Workforce Development (DOLWD), a sworn affidavit for the previous week, setting out in detail the number of workers employed, wages paid each week, job classification of each employee, hours worked each day and week, and other information which the DOLWD requires.

**CONTRACTORS WHO DISREGARD THEIR OBLIGATIONS TO THEIR EMPLOYEES, INCLUDING PAYMENT OF THE APPROPRIATE PREVAILING RATES OF PAY, UNCONDITIONAL PAYMENT, AND PAYMENT NOT LESS THAN ONCE A WEEK MAY BE DEBARRED FROM PUBLIC CONSTRUCTION.**

Date: 22-Dec-04

(2) That Alaska Strong Steel, Inc.

(Contractor / Subcontractor)

I, Jane Doe, President do hereby state  
(Name of Signatory Party) (Title)

(1) That I pay or supervise the payment of persons employed by

Alaska Strong Steel, Inc. on the

(Contractor / Subcontractor)

Gold Creek Bridge Project; that during the payroll

(Building or Work)

period commencing on 12-Dec-04, and ending on  
(date)

18-Dec-04, all persons employed on said project have  
(date)

been paid full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Alaska Strong Steel, Inc.

(Contractor / Subcontractor)

from the full weekly wages earned by an person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions, on projects covered by Alaska Statute 36 as defined in regulations issued by the Commissioner of Labor; or on Federal Projects as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 USC 276 (c), and described below:

and;

is in full compliance with the provisions set forth in AS 36.10, which requires employment preference for Alaska residents as outlined in AS 36.95.010; and

(3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete;

that the wage rates for laborers, mechanics or field surveyors contained herein are not less than the current applicable wage rates established by the DOLWD; that the classification set forth therein for each laborer, mechanic or field surveyor conforms with the work performed; and

(4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such agency exists in the State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor; or

(5) That I am a bona fide owner/operator and that my contract amount meets or exceeds the prevailing wage for each hour I have worked. My last progress payment was received on

For

(6) That where fringe benefits are paid to approved plans, funds or programs: (check all applicable items)

☐ (a) In addition to the basic hourly wage rates paid to each laborer, mechanic or field surveyor listed on this payroll, payments of fringe benefits as currently published by DOLWD

have been or will be made to a union trust.

☐ (b) In addition to the basic hourly wage rates paid to each laborer, mechanic or field surveyor listed on this payroll, payments of fringe benefits as currently published by DOLWD have been or will be made to the appropriate programs for the benefit of such workers, except as noted in Section 6(d) below. Fringe benefit payments will be made at least quarterly to an approved plan. The name of the plan is:

☒ (c) Each laborer, mechanic or field surveyor listed on this payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as currently published by DOLWD, except as noted in Section 6(d).

☐ (d) Exceptions:

Exception (Craft)	Explanation
Remarks:	

The willful falsification of any of the above information may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of the United States Code. Also see AS 36.05.060.

*Jane Doe*

Signature (original signature required)

Jane Doe, President

Name & Title (print or type)

## **APPENDIX C**

### **SCOPE OF WORK**

#### **SCOPE OF WORK TO REPLACE UNINTERRUPTIBLE POWER SUPPLY (UPS) AT THE ALASKA RAILROAD CORP BUILDING 825 Whitney Road Anchorage, AK.**

##### **OVERVIEW**

The Contractor will provide all labor, tools, materials, equipment, and all incidentals required to remove the existing UPS, battery bank and equipment and replace with New UPS AND BATTERY BANK.

##### **SPECIFICATIONS**

###### **UPS**

26 30 00 UPS design build. Mitsubishi 80-KVA UPS 9900 AEGIS UPS 480V input: 208Y/120 3 Phase 4 wire output. Unit to include bypass switch, step down transformer, output breaker distribution, static internal by-pass switch, remote annunciator, CSS 141 communication package

###### **Battery Sized:**

The battery bank must be sized for 120 minutes capacity at 14 KW of load.

###### **Support:**

Ups and battery bank Unit must be seismic supported.

###### **Temporary Power:**

Provide circuit continuity for all circuits that are modified during construction and provide temporary power and lighting for all area of the building during the renovation required. No longer than 1 hour without power to critical infostructure fed from existing UPS. Must coordinate with Alaska Railroad project manager for this job before turning off any power with minimum 24-hour notice.

##### **OTHER CONSIDERATIONS**

- Contractor is responsible for cordoning off work area.
- Please note contractors is responsible to verify measurements and calculations and are highly encouraged to visit the job site prior to submitting a proposal.
- Please note this proposal will be subject to AK DOL Certified Payroll requirements.
- This procurement is subject to standard ARRC procurement procedures.

All proposals must be submitted NLT noon 07/22/2025.

All work must be complete NLT 12/30/2025

## APPENDIX D

### GENERAL CONDITIONS (CONSTRUCTION)

- [ARRC Standard Specifications for Construction March 2025 Edition \(Orange Book\)](#)

END OF SECTION



# **APPENDIX E**

## **FORMS**

## CONSTRUCTION BID FORM

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

### To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Invitation to Bid Number, Invitation to Bid 25-49-213520, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the 25-49-213520, ARRC UPS Replacement 825 E. Whitney Road, located in Fairbanks, Alaska 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 drawings and/or specifications (give number and date of each).

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

## ALASKA RAILROAD CORPORATION - BID BOND

ITB 25-49-213520, ARRC UPS REPLACEMENT 825 E. WHITNEY ROAD			DATE BOND EXECUTED	
PRINCIPAL (Legal name and business address)			TYPE OF ORGANIZATION	
			<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION	
			9 STATE OF INCORPORATION	
SURETY(IES) (Name and business address)				
A.		B.		C.
PENAL SUM OF BOND			DATE OF BID	
<p>We, the PRINCIPAL and SURETY above named, are held and firmly bound to the Alaska Railroad Corporation (ARRC), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.</p> <p>THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid or proposal in writing, date as shown above, on the following project: _____, in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefore, and is required to furnish a bond in the amount stated above.</p> <p>If the Principal's bid is accepted and he/she is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to ARRC created by this bond shall be in full force and effect.</p> <p>If the Principal enters into the contract, then the foregoing obligation is null and void.</p>				
<b>PRINCIPAL</b>				
Signature(s)	1.	2.	3.	Corporate Seal
Name(s) & Titles [Typed]	1.	2.	3.	

CORPORATE SURETY(IES)				
S U R E T Y  A	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	

CORPORATE SURETY(IES)				
S U R E T Y  B	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	

CORPORATE SURETY(IES)				
S U R E T Y  C	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	

### INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. dba Smith/Jones Builders, a Joint Venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.

Form 395-0120

## **CONTRACTOR RESPONSIBILITY QUESTIONNAIRE**

### **PART I - INSTRUCTIONS**

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

### **PART II - IDENTITY OF PROPOSER**

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

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

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

8. How long has the Proposer been in business? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

YES ☐ NO ☐

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

11. Number of employees: \_\_\_\_\_ including \_\_\_\_\_ employees in the State of Alaska.

### PART III-CONTRACTING HISTORY

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

YES ☐

NO ☐

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

YES ☐

NO ☐

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

3. In the past five years has the Proposer been the subject of any of the following actions?

- A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?

YES ☐

NO ☐

- B. Failed to complete a contract for a public or private entity?

YES ☐

NO ☐

- C. Been denied a low-bid contract in spite of being the low bidder?

YES ☐

NO ☐

- D. Had a contract terminated for any reason, including default?

YES ☐

NO ☐

- E. Had liquidated damages assessed against it during or after completion of a contract?

YES ☐

NO ☐

- F. Been a defaulter, as principal, surety or otherwise?

YES ☐

NO ☐

- G. Been denied an award of a public contract based upon a finding by a public agency that your company was not a responsible contractor?

YES ☐

NO ☐

- H. A public entity requested or required enforcement of any of its rights under a surety agreement on the basis of your company's default or in lieu of declaring



your company in default?

YES ☐ NO ☐

I. Been denied a performance or payment bond by a surety company?

YES ☐ NO ☐

J. Been required to pay back wages and/or penalties for failure to comply with state or federal prevailing wage or overtime laws?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

#### PART IV-CIVIL ACTIONS

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

#### PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

## **PART VI-FINANCIAL**

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

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

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

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

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

### **NOTICE TO PROPOSERS**

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

## PART VII -VERIFICATION AND ACKNOWLEDGMENT

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Certifying Individual

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

### **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**  
**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 (5<sup>th</sup>) 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 ½ 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

**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

\_\_\_\_\_  
Form 395-0131

# ALASKA RAILROAD CORPORATION - SAMPLE 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: **ITB 25-49-213520 ARRC UPS Replacement 825 E. Whitney Road** at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of: **Bid amount \_\_\_\_\_ dollars and /cents (\$\_\_\_\_\_.00)** 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 between the Alaska Railroad stations of Potter and Girdwood, 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, equipment, shall be done and performed, in every respect, to the satisfaction of ARRC by \_\_\_\_\_, 2025.

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



**ALASKA RAILROAD CORPORATION - PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_  
of: \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of: \_\_\_\_\_ as Surety,  
firmly bound and held unto the Alaska Railroad Corporation in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
good and lawful money of the United States of America for the payment whereof, well and truly to be paid  
to the Alaska Railroad Corporation, we bind ourselves, our heirs, successors, executors, administrators,  
and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has entered into a written contract with said Alaska Railroad Corporation,  
on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_,  
for \_\_\_\_\_, said work to be done  
according to the terms of said contract.

**ARRC Project: ITB 25-49-213520, ARRC UPS REPLACEMENT 825 E. WHITNEY ROAD**

**NOW, THEREFORE**, the conditions of the foregoing obligation is such that if the said Principal shall  
comply with all requirements of law and pay, as they become due, all just claims for labor performed and  
materials and supplies furnished upon or for the work under said contract, whether said labor be  
performed and said materials and supplies be furnished under the original contract, any subcontract, or  
any and all duly authorized modifications thereto, then these presents shall become null and void;  
otherwise they shall remain in full force and effect.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Surety: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations:

\_\_\_\_\_  
Alaska Railroad Corporation [Authorized Representative]

\_\_\_\_\_  
Date

(Instructions on Next Page)

## **INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, telephone number, and point of contact of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be entered in words and in figures.
4. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

**Form 395-0126**

## ALASKA RAILROAD CORPORATION - PERFORMANCE BOND

### KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_  
of: \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of: \_\_\_\_\_ as Surety,  
firmly bound and held unto the Alaska Railroad Corporation in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
good and lawful money of the United States of America for the payment whereof, well and truly to be paid  
to the Alaska Railroad Corporation, we bind ourselves, our heirs, successors, executors, administrators,  
and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has entered into a written contract with said Alaska Railroad Corporation,  
on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,  
for \_\_\_\_\_,

said work to be done according to the terms of said contract. **ITB 25-49-213520, ARRC UPS  
REPLACEMENT 825 E. WHITNEY ROAD**

**NOW, THEREFORE**, the conditions of the foregoing obligation is such that if the said Principal shall well  
and truly perform and complete all obligations and work under said contract and if the Principal shall  
reimburse upon demand of the Alaska Railroad Corporation any sums paid him/her which exceed the  
final payment determined to be due upon completion of the project, then these presents shall become null  
and void; otherwise they shall remain in full force and effect.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Surety: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations:

\_\_\_\_\_  
Alaska Railroad Corporation

\_\_\_\_\_  
[Authorized Representative]      Date

(Instructions on Next Page)

## **INSTRUCTIONS**

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, telephone number, and point of contact of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be entered in words and in figures.
4. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

## APPENDIX F

### COST SCHEDULE

**COST SCHEDULE:** A Bidder's Failure to provide the information requested in this Appendix may be cause for rejection of the bid on the basis on non-responsiveness. Cost shall be bid in accordance to Appendix C, Scope of Work, and any Technical Specifications incorporated herein.

**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. An award may be made to the low reasonable responsive bidder, which is deemed by the Contract Administrator to be in the best interest of the ARRC. The successful bidder shall hold prices firm for a period of thirty (30) days from the date of bid opening. Award is contingent on the availability of ARRC funds.

**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.

Item No.	Item Description	Total Bid
1	ARRC UPS REPLACEMENT 825 E. WHITNEY ROAD	\$ _____

BIDDERS NAME AND ADDRESS:

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

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

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

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

\_\_\_\_\_  
CITY, STATE ZIP CODE

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

\_\_\_\_\_  
CONTACT PHONE & CELL NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS