Invitation to Bid
26-44-214805

Fairbanks Locomotive & Passenger Railcar Toilet Pumping Services

November 12, 2026

Alaska Railroad Corporation
327 West Ship Creek Avenue
Anchorage, Alaska 99501

November 12, 2026

ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
Phone: 907-265-8747
Mobile: 907-885-1747
Email: SayS@akrr.com

BIDDER REGISTRATION SHEET FOR: INVITATION TO BID (ITB) # 26-44-214805, Fairbanks Locomotive and Passenger Railcar Toilet Pumping Services

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

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

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

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

Company: _____

Address: _____

_____

Contact: _____

Phone: _____

Email: _____

Website: www.alaskarailroad.com

ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
Phone: 907-265-8747
Mobile: 907-885-1747
Email: SayS@akrr.com

THIS IS NOT AN ORDER

DATE ITB ISSUED: November 12, 2026

INVITATION TO BID (ITB) NUMBER: 26-44-214805

The Alaska Railroad Corporation ("ARRC") is soliciting bids from qualified parties to provide:

Fairbanks Locomotive and Passenger Railcar Toilet Pumping Services

SEALED BIDS WILL BE RECEIVED AT: Alaska Railroad Corporation
Attn: Sazil Say
327 West Ship Creek,
Anchorage, Alaska 99501

BIDS WILL BE RECEIVED UNTIL 3:00 PM LOCAL TIME, THURSDAY, DECEMBER 3, 2026, AT THAT TIME BIDS WILL BE PUBLICLY OPENED.

Interested parties are invited to submit a bid form contained herein which must be hand delivered or mailed to the above address. Bids received electronically will be considered non-responsive. Bids must be complete and in U.S. dollars. See instructions and conditions enclosed herein.

Return your bid in a sealed envelope addressed to the above address and clearly marked with the following information:

1. ITB number
2. Bidder's name
3. Time and date set for receipt of bid
4. Sealed offer: Fairbanks Locomotive and Passenger Railcar Toilet Pumping Services

Site Visit: There will not be a scheduled site visit, however if interested parties would like to see the site location a site visit can be scheduled by contacting Rance Jones at 907-290-4831 or by emailing JonesR@akrr.com.

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 counteroffers 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.

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.

This solicitation is not to be construed as a commitment of any kind, nor does it commit 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. ARRC may award a contract resulting from this solicitation to the lowest responsive and responsible bidder whose offer conforming to this solicitation will be the most advantageous to the ARRC.

Bidder Preferences: To receive Alaska Bidders Preference or Veterans Preference, please see the Alaska and Veteran Preference section.

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 2025-2027 on USDOT-funded contracts. If this contract is funded as a whole or in part by funds from the USDOT, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.

Green Star: Green Star recognizes organizations that demonstrate an ongoing commitment to reducing waste, preventing pollution, and conserving energy. The railroad has repeatedly recertified the Green Star Award and earned an additional Green Star Air Quality Award in 2007. In 2011, Green Star Inc. presented the Alaska Railroad with its premier new "Super Nova Award" recognizing a higher level of leadership and commitment to doing business in an environmentally responsible manner. ARRC continues to pursue programs and initiatives that promote environmental stewardship.

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

Sazil Say
Contract Administration Specialist
says@akrr.com
907.265.8747 *office*
907.885.1747 *mobile*
physical: 327 W. Ship Creek Ave, Anchorage, AK 99501

ALASKA RAILROAD

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REQUIRED DOCUMENTS

REQUIRED FOR BID

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

1. Cost Schedule
2. Sample Invoice
3. Alaska Railroad Service Bid Form
4. Bidder's Questionnaire

SECTION A

INTRODUCTION

Company Background

The Alaska Railroad Corporation ("ARRC") is a non-stock government corporation that was established by Alaska Statute 42.40 to own and operate the Alaska Railroad after the Railroad was transferred from federal to state ownership in 1985 pursuant to the terms of the Alaska Railroad Transfer Act, 45 U.S.C. 1201 et seq. The ARRC is an instrumentality of the State of Alaska within the Department of Commerce, Community and Economic Development, but has a legal existence separate from and independent of the State. ARRC is obligated to carry out its responsibilities on a self-sustaining basis without operating subsidies from the State. The powers of the ARRC are vested in a seven-member Board of Directors, appointed by Alaska's Governor.

ARRC is the last full-service railroad in the United States, providing year-round freight and passenger services over 500 miles of track stretching from tidewater at Whittier and Seward to the interior of Alaska. Additionally, the ARRC owns approximately 36,000 acres of land used in operations or available for lease or permit use.

Project Overview and Purpose

ARRC needs waste removal from the locomotive and passenger railcars in Fairbanks. This is a year-round operation with daily operations during the busy summer months. The amount of work varies depending on the train schedule.

Funding

The funding for this project is proposed to use ARRC Internal Funds.

SECTION B

MINIMUM QUALIFICATIONS

The services to be procured through this ITB are critical to the operation of the ARRC. To be considered responsive and responsible, a Bidder must meet the following minimum qualifications:

1. Hold a current Alaska Business License and regularly perform services of the type required under this ITB as part of its business operations;
2. Possess the personnel, vehicles, pumping equipment, tools, and other resources necessary to perform the required services;
3. Have a minimum of three (3) years of experience performing the same or substantially similar services; and
4. Upon request, provide financial or other information reasonably required by ARRC to determine the Bidder's ability to perform the resulting Contract.

ARRC may verify a Bidder's qualifications, equipment, resources, and ability to perform the required services prior to contract award. All bids must be signed by an individual legally authorized to bind the Bidder.

Performance Assurances: Prior to contract award, ARRC may require the apparent low Bidder to provide information reasonably necessary to demonstrate its ability to perform the required services. Failure to provide the requested information within the time specified by ARRC may result in a determination that the Bidder is nonresponsible.

SECTION C

SPECIFIC TERMS AND CONDITIONS

Locations: The Locomotives are serviced at Alaska Railroad Corporation, Roadhouse 241 Jack Lindsey Fairbanks, AK 99701 (the Roundhouse), and the Passenger Railcars are serviced at the Alaska Railroad Fairbanks Depot, 1031 Alaska Railroad Depot Road, Fairbanks, AK 99701.

Period of Performance: The period of performance under this contract shall be from January 4, 2027, or the date of contract award, through January 3, 2028.

The period of performance hereunder may be extended by ARRC at its option, by written notice to the Contractor within the period of performance. The terms and conditions of this contract are subject to renegotiation prior to exercising this option. The total duration of the contract, including the exercise of any options, shall not exceed five (5) years.

Tax Exempt Declaration: The Alaska Railroad Corporation (ARRC) is owned by the State of Alaska, and as such is exempt from both state and federal taxes. ARRC's Federal Identification number is 92-0020624.

Contract Administration: This contract will be administered by the Contract Administrator or his/her authorized representative assigned to the Alaska Railroad Corporation, Supply Management, Post Office Box 107500, Anchorage, Alaska 99510-7500. No person other than the Contract Administrator is authorized to make any changes in the scope, terms, conditions, or provisions of this contract.

Invoicing Requirements: Contractor shall submit detailed invoices to ARRC on a monthly basis for services performed during the preceding month. Invoices shall be submitted no later than 30 calendar days following the end of each month and shall contain sufficient detail to identify the services provided, applicable dates, quantities, rates, and other charges. Contractor shall provide invoices in the format and manner required by ARRC.

Hazardous Materials: Contractor shall comply with all applicable hazardous material identification, labeling, handling, storage, and Safety Data Sheet (SDS) requirements.

SECTION D

SCOPE OF SERVICES

D.1 Overview

The Contractor shall furnish all labor, supervision, pumping equipment, vehicles, tools, materials, supplies, and other resources necessary to perform the required services, except for items expressly identified as being furnished by ARRC. ARRC does not guarantee any minimum or maximum quantity of services under the resulting Contract.

D.2 Scope of Work

The Contractor shall provide all labor, supervision, materials, pumping equipment, transportation, cleaning supplies, and incidentals necessary to complete the services described herein.

- Pump locomotive toilet retention tanks
- Pump passenger railcar waste holding tanks
- Discharge collected waste at the ARRC-designated onsite disposal location
- Clean any areas impacted by pumping operations
- Furnish and refill systems with water and ARRC-approved winter antifreeze solution when required
- Respond to scheduled and emergency service requests
- Daily maintain service logs documenting:
    - Date
    - Time
    - Equipment number
    - Operator performing the work
- Submit detailed monthly invoices supported by service logs

D.2.1 Site Conditions

The Fairbanks work site has a narrow passthrough driveway for service vehicles. The site is plowed throughout the winter. An ARRC-designated onsite waste disposal area will be available to the Contractor.

D.2.2 Regular Operations Schedule

The following winter operations schedule allows the locomotive toilets to be pumped on the same evenings as the passenger railcars, usually Saturday nights.

Winter Operations	
Mid-September through January and April through mid-May	
Locomotives:	Approximately 4 to 5 locomotives pumped on Tuesdays and Saturdays, 5 gallons out of each locomotive toilet.
Passenger Railcars:	On Saturday evenings only, approximately 2 to 3 cars pumped, passenger holding tanks vary from 50 to 75 gallons.
February	
Locomotives:	Approximately 4 to 5 locomotives pumped two times a week, 5 gallons out of each locomotive toilet.

Passenger Railcars:	On Wednesday and Saturday evenings approximately 2 to 3 cars need to be pumped, passenger holding tanks vary from 50 to 75 gallons.
March	
Locomotives:	Approximately 4 to 5 locomotives pumped three times a week, 5 gallons out of each locomotive toilet.
Passenger Railcars:	On Tuesdays, Thursdays, and Saturday evenings approximately 2 to 3 cars need to be pumped, passenger holding tanks vary from 50 to 75 gallons.

Summer Operations	
May 15 through September 15	
Locomotives:	Approximately 2 to 3 locomotives will require pumping daily. Approximately two days per week, the number of locomotives requiring service may increase to 3 to 4 locomotives. Each locomotive toilet contains approximately 5 gallons of waste.
Passenger Railcars:	7 nights a week, approximately 8 to 9 railcars each night, holding tanks vary from 50 to 75 gallons for each car. The schedule for pumping the passenger railcars has averaged around 9:00pm every evening.

D.2.3 Irregular Operations

ARRC may require unscheduled or emergency pumping services based on operational needs. For emergency service requests, the Contractor shall be capable of responding onsite within two (2) to four (4) hours after notification by ARRC.

After-Hours Call-Out: For ARRC-authorized service requests occurring outside the Contractor's regularly scheduled service times, the Contractor may charge the After-Hours Call-Out fee stated in the Cost Schedule. The After-Hours Call-Out fee may be charged **once per service request**, regardless of the number of locomotives and/or passenger railcars serviced and shall be **in addition to the applicable per-locomotive and/or per-passenger-railcar unit pumping rates**. No After-Hours Call-Out fee may be charged for regularly scheduled services.

D.3 Safety Data Sheet (SDS)

The Contractor shall provide ARRC with SDS documentation for all hazardous chemicals proposed for use in performing these services prior to their use. The Contractor shall only use chemicals approved by ARRC for cleaning ARRC equipment.

D.4 Quality Assurance

The Contractor's failure to perform or complete services as required under this Contract may result in ARRC withholding or reducing payment for services not satisfactorily performed. ARRC shall not be obligated to pay for incomplete or unperformed services.

If the Contractor fails to perform any required service, ARRC may provide written notice and an opportunity to cure in accordance with the Contract. Notwithstanding any cure period, ARRC may obtain substitute services from another source when reasonably necessary to maintain operations, sanitation, safety, or regulatory

compliance. ARRC's use of substitute services shall not waive any rights or remedies available to ARRC under the Contract.

Authorized representatives of ARRC shall have reasonable access to the work and service records necessary to verify that the required services are being performed in accordance with the Contract.

D.5 No Smoking

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

D.6 ARRC Furnished Property, Supplies, and Utilities

ARRC shall furnish, without charge to the Contractor, a designated onsite waste disposal area. The Contractor shall maintain the disposal area and any surrounding area affected by its operations in a clean condition acceptable to ARRC.

SECTION E

COST SCHEDULE

The Bidder shall provide all labor, supervision, materials, equipment, transportation, supplies, and incidentals necessary to perform the services described in this solicitation.

All unit prices shall include the Contractor's overhead, profit, labor, equipment, water, approved winter antifreeze solution, and all other costs necessary to perform the applicable service, except for items expressly identified as being furnished by ARRC.

BID EVALUATION: The quantities shown below are standardized quantities established solely for purposes of bid evaluation and do not represent anticipated, minimum, or guaranteed contract quantities. Actual quantities will be based on ARRC's operational requirements. All bids will be evaluated using the same quantities shown below.

Service Description	Quantity	Service Level	Price per unit
Winter Locomotive Pumping	Per locomotive	Two times per week	$_____
Winter Passenger Railcar Pumping	Per car	One time per week	$_____
February Locomotive Pumping	Per Locomotive	Two times per week	$_____
February Passenger Railcar Pumping	Per Car	Two times per week	$_____
March Locomotive Pumping	Per Locomotive	Three times per week	$_____
March Passenger Railcar Pumping	Per Car	Three times per week	$_____
Summer Locomotive Pumping	Per Locomotive	Daily Pumping	$_____
Summer Passenger Railcar Pumping	Per Car	Daily Pumping	$_____
After-Hours Call-Out	1	$_____	$_____
		TOTAL EVALUATED BID PRICE*	$_____

TOTAL EVALUATED BID PRICE: For evaluation purposes, ARRC will sum all line except the after-hours call out. Note: The key is to establish cost, actual quantities may vary.

SAMPLE INVOICE: Bidder shall submit with its Cost Schedule a sample invoice demonstrating the proposed invoice format and level of detail. At a minimum, the sample invoice shall identify the service date, equipment number, type and quantity of equipment serviced, applicable unit price, any authorized after-hours call-out charge, and total amount invoiced. The sample invoice is for ARRC review only and shall not be included in the Total Evaluated Bid Price.

Award Criteria: An award of the contract will be made to the low, responsive, responsible bidder in the aggregate. It is the intent of the ARRC to make one award to one Contractor to perform all of the services

required in this 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 ITB and hereby agrees to the conditions stated therein by affixing his/her signature below:

BIDDER'S NAME AND ADDRESS:

COMPANY NAME	SIGNATURE BY AND FOR THE BIDDER
MAILING ADDRESS	PRINTED NAME OF ABOVE BIDDER
CITY, STATE & ZIP CODE	DATE OF BID
CONTACT PHONE NUMBER	CONTACT EMAIL

SECTION F

ALASKA RAILROAD CORPORATION SERVICE BID FORM of

NAME _____

ADDRESS _____

_____

To the CONTRACT ADMINISTRATOR, ALASKA RAILROAD CORPORATION:
In compliance with your Invitation to Bid No. **26-44-214805**, dated **11/12/2026**, the Undersigned proposes to furnish and deliver all the services and perform all the work required in said Invitation according to the scope of work and requirements contained therein and for the amount and prices named herein as indicated on the Fee/Cost Schedule, which is made a part of this contract.

The Undersigned hereby agrees to execute said contract and bonds, if any, within **Ten (10) Calendar Days**, or such further time as may be allowed in writing by the Contract Administrator, 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, if any, shall be forfeited to the Alaska Railroad Corporation, and said Contract Administrator may proceed to award the contract to others.

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

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

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

NON-COLLUSION AFFIDAVIT

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

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

_____ _____

Name and Title of Person Signing Signature

_____ _____

Telephone Number Email

Form 395-0129 (12/99)

SECTION G – BIDDER'S RESPONSIBILITY QUESTIONNAIRE

Part I – Instructions

1. All Bidders/Proposers submitting a Bid/Proposal for federally funded contracts are to complete and submit all **7 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 – Basic Questions

1. Proposer's Full Legal Name: _____

2. The Proposer represents that it operates as the following form of legal entity:
   (Check whichever applies and fill in any appropriate blanks.)
   - ☐ an individual or sole proprietorship
   - ☐ a general partnership
   - ☐ a limited partnership
   - ☐ a joint venture consisting of: _____

     and _____

   (List all joint ventures on a separate sheet if this space is inadequate.)
   - ☐ a non-profit organization
   - ☐ a corporation organized or incorporated under the laws of the following state or country:

     _____ on the following date: _____

   - ☐ a limited liability company organized under the laws of the following state or country:

     _____ on the following date: _____

1. Proposer's federal taxpayer identification number: _____

2. Proposer's Alaska business license number: _____

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

4. Proposer's legal address: _____

   Telephone Number: (____) _____ Email:_____

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

   Name: _____ Title: _____

   Address: _____

   Telephone Number: (____) _____ Email: _____

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

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

   _____

   _____

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

   YES ☐ NO ☐

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

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

Part III – Contracting History

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

YES ☐ NO ☐

2. Has the Proposer been awarded any private sector contracts within the last five years for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No." If yes, on a separate sheet of paper provide the name and address of the contracting entity, a brief description of work, the dollar

amount at award and at completion, date completed, status of the contract and name, address and telephone number of contact person as to each, beginning with the most recent. Indicate if Proposer acted as prime contractor or joint venture. Proposers need not provide more than three such descriptions.

YES ☐ NO ☐

Note: Any "YES" answer to #3 below must be fully explained on a separate sheet of paper and attached to this questionnaire.

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

Part IV – Civil Action

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

Part V – Compliance with Laws and Other Regulations

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

Part VI – Financial

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

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

2. Proposer's Financial Statements may be requested:

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

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

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

The remainder of this page is intentionally left blank.

- More -

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.

[Form 395-0136, End of Bidder's Questionnaire]

SECTION H

GENERAL TERMS AND CONDITIONS
(General Service Contracts)
(Revised 4/29/08)

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

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

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

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

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

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

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

4. Nondiscrimination.

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

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

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

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

5. Cancellation/Termination.

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

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

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

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

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

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

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

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

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

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

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

(1) there is no violation of any law or generally accepted ethical standards;

(2) the gratuity is given as a courtesy for a courtesy received and does not result in any preferential treatment or action;

(3) the gratuity is of limited value (less than$150) and could not be construed as a bribe, payoff or deal; and

(4) public disclosure would not embarrass ARRC.

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

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

Contractor's agreement of non-disclosure as specified in this section applies except to the extent required for

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

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

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

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

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

16. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, ARRC shall be entitled to coverage to the

extent of such higher limits. Certificates of Insurance must be furnished to the ARRC contracting officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

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

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

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

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

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

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

19. Savings Clause. If any one or more of the provisions contained in thee contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or

unenforceable provision had never been contained herein.

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

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

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

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

24. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Contractor in accordance with the provisions of ARRC Procurement Rule 1600.10.

25. Internal Controls and Record Keeping. Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.

26. Force Majeure. Neither ARRC nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1) notice and reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term “force majeure” shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

27. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.

28. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.

29. Set Off. If ARRC has any claim against the Contractor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming due under this contract.

30. Observance of Rules. The Contractor’s personnel performing work or services hereunder on ARRC’s premises shall observe all fire prevention, security, and safety rules in force at the site of the work. ARRC may, in writing, require the Contractor to remove from the work site any employee ARRC deems to be incompetent, careless, or otherwise detrimental to the progress of the work, but ARRC shall have no duty to exercise this right.

31. No Third-Party Beneficiary Rights. No provision of this contract shall in any way inure to the benefit of any third parties (including the public at large) so as to constitute any such person a third- party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

32. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both ARRC and the Contractor.

33. Key Personnel Changes. Contractor shall secure prior written approval from ARRC for any changes of key personnel assigned to perform services under this contract. ARRC reserves the right to reject any of Contractor's employees whose qualifications and/or experience in ARRC's good faith and reasonable judgment do not meet the standards necessary for the performance of the services required under this contract.

SECTION I

ALASKA AND VETERAN PREFERENCES

Alaska Bidder's Preference

For the purposes of evaluating the price evaluation criteria, the proposed price of a Bidder who qualifies as an Alaska Bidder shall be reduced by 5%. Offerors seeking an Alaska Bidders Preference must submit information with their proposals documenting that they meet each requirement stated in ARRC Revised Procurement Rule 1200.9(b).

The preference will be given to Bidders who:

(a) hold a current Alaska business license;

(b) submit a proposal for goods or services under the name on the Alaska business license;

(c) have maintained a place of business within the state staffed by the Bidder, or an employee of the Bidder, for a period of six (6) months immediately preceding the date of the proposal;

(d) are incorporated or otherwise 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 32.05 or AS 32.11 and all partners are residents of the state; and

(e) if a joint venture, are composed entirely of entities that qualify under (a)-(d) of this subsection.

Veterans Preference

If a bidder qualifies for the Alaska bidder preference and is a qualifying entity as defined herein, they will be awarded an Alaska Veteran Preference of five percent (5%). The preference will be given to a

(a) sole proprietorship owned by an Alaska veteran;

(b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

(c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or

(d) 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.