



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
Phone 907.265.2593
GoemerG@akrr.com

November 1, 2022

Request for Quote # 22-64-210300

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

PASSENGER CAR UPHOLSTERY PROJECT

Sealed or e-mailed quotes will be received at: Alaska Railroad Corporation
327 West ship Creek Ave.
Anchorage, AK 99501
GoemerG@akrr.com

Until 3:00 P.M. local time November 16, 2022. The envelope or subject line for the email used in submitting your offer shall be plainly marked with the following information;

- a.) Offeror's Name
- b.) Date and time schedule for receipt of offer
- c.) Project title

IMPORTANT: ARRC may award a contract resulting from this solicitation to the responsive bidder whose bid 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 incorporated in this solicitation.

PRE-BID/Site Visit Conference: A Pre-Quote Conference and Site Visit is scheduled for **November 8, 2022 at 10:00 AM** at the Alaska Railroad General Office Building (GOB) 327 W. Ship Creek Ave. Anchorage, AK 99501. All Contractors will sign-in at the pre-bid conference and once the conference is completed will proceed to the Car Shop. Please dress appropriately for weather and safety; hardhats, safety glasses and steel toe boots.

It is not mandatory that offerors attend the pre-offer conference. However, it is advised that all interested offerors attend. No other site inspection will be scheduled. In order to discourage unnecessary disruption of ARRC working employees, private inspections will not be granted.

ARRC shall not be held responsible for bidder's lack of understanding of what is required by this bid. Should a bidder not understand any aspect of this bid, or require further explanation, or

clarification regarding the intent or requirements of this bid, it shall be the responsibility of the bidder to seek guidance from the ARRC.

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

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

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

Federal Grant Funds - Federal Transportation Administration FTA) Work associated to this contract is funded by funds from the Federal Railroad Administration (FTA) and the Alaska Railroad Corporation (ARRC). It is the sole responsibility of the Contractor to determine which designated provisions are applicable to this project. .

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS (Less than \$100,000.00) (Revised 8/19/13) can be found at <http://www.akrr.com/arrc4.html>

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



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

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. Please direct all responses and/or questions concerning this solicitation to Greg Goemer, Alaska Railroad Corporation, telephone number (907) 265-2593, or by email at Goemerg@akrr.com.

Best regards,

Greg Goemer
Sr. 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. Contractor Responsibility Questionnaire - [Form 395-0136]
2. Supply Bid Form
3. Cost Schedule - Appendix G

REQUIRED FOR AWARD In order to be awarded the contract, the successful bidder must submit the following documents

1. Certificate of Insurance - [from Insurance Carrier]
2. Alaska Contractors and Business Licenses
3. Service Contract - [Form 395-0130] and Notice to Proceed (ARRC Generated)

APPENDIX B

Standard Instructions for the Submission of Bids and Proposals to the Alaska Railroad Corporation

1 Amendments

The ARRC procurement officer will attempt to notify all who are known to have received the solicitation documents if any amendments are issued, but it shall be the bidder/offeror's responsibility to ascertain prior to submitting a bid/proposal that he/she has received all amendments issued.

2 Submission of Bids/Proposals

2.1 Interested vendors shall submit an original and one copy of their bids/proposals in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the bidder/offeror. Bids/proposals must be received by ARRC no later than the local time at the place and on the date set for receipt of bids/proposals in the solicitation.

2.2 Any required samples must be submitted within the time specified for receipt of bids/proposals. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the ARRC and (2) returned only upon the sender's request and at their expense.

2.3 ARRC may postpone the date and time announced for receipt of bids/proposals. Such postponement may be made at any time prior to the established date and time for receipt of bids/proposals by notice and addendum to the solicitation to all known potential bidders/offerors.

3 Explanation to Prospective Bidders/Offerors

Bidders/offerors shall promptly notify ARRC of any ambiguity, inconsistency, conflict, or error which they may discover upon examination of the solicitation documents. All inquiries regarding a solicitation shall be directed to the ARRC representative specified in the solicitation. Any prospective bidder/offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders/offerors before the submission of their bid/proposal. To facilitate the exchange of information, vendors' questions regarding a solicitation may be communicated by telephone, and then confirmed in writing. Oral explanations or instructions given before award of the contract will not be binding. Oral explanations or instructions given to a prospective bidder/offeror concerning a solicitation will be furnished promptly to all other prospective bidders/offerors as an amendment to the solicitation, if in the opinion of ARRC, such information is deemed necessary to submit bids/proposals or if the lack of it would be prejudicial to other prospective bidders/offerors.

4 Late Submissions, Modifications, and Withdrawals of Bids/Proposals

4.1 Any bid/proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless the delay was due to an ARRC error.

4.2 The only acceptable evidence to establish the time of receipt at the ARRC is the time/date stamp of ARRC's Procurement Office on the bid/proposal wrapper or other documentary evidence of receipt maintained by the ARRC.

4.3 Correction, modification, or withdrawal of bids/proposals will be allowed only as stated in ARRC Procurement Rule 1200.8.

5 Preparation of Bids/Proposals

5.1 Bidders/offerors are expected to carefully examine the solicitation documents including all drawings, specifications, schedules, terms and conditions, and all instructions. Failure to do so will be at the bidder's/offeror's risk. Incomplete bids/proposals may be rejected as nonresponsive.

5.2 Each bidder/offeror shall furnish all information required by the solicitation. The bid/proposal must be signed by an officer or other official of the vendor's company who has legal authority to commit the vendor to the contract proposed. Erasures or other changes must be initialed by the person signing the bid/proposal.

5.3 Bids/proposals for supplies or services other than those specified, or bids/proposals conditioned upon receiving award of all or a portion of the contract shall be deemed nonresponsive and shall be rejected unless authorized by the solicitation.

5.4 Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

6 Evaluation of Bids/Proposals and Contract Award

ARRC shall review and evaluate each submission in accordance with the criteria established in the solicitation and ARRC's Procurement Rules. In addition to other factors, bids/proposals will be evaluated on the basis of advantages and disadvantages to ARRC that might result from making more than one award (multiple awards).

7 Reservations

7.1 ARRC may reject any or all bids/proposals, or any part thereof, and may waive technicalities and minor informalities if such action is deemed to be in its best interest.

7.2 If an award is made and, prior to entering into a contract, subsequent information indicates that such award was not in the best interest of ARRC, ARRC may rescind the award without prior notice to bidders/offerors and either award to another bidder/offeror or reject all bids/proposals.

7.3 ARRC may cancel any contract, if in its opinion the vendor fails at any time to perform adequately, or if there is any attempt to willfully impose goods/services upon ARRC which are, in ARRC's opinion, of an unacceptable quality. Any action taken pursuant to this latter stipulation shall not affect or impair any rights or claim of ARRC to damages for breach of any covenants of the contract by the vendor. ARRC also may reject the bid/proposal of any vendor who has previously failed to perform adequately under a prior contract for furnishing supplies/services to ARRC.

7.4 If the vendor fails to furnish any item or to complete the required work included in the contract, ARRC may withdraw such items or required work from the operation of the contract without incurring further liability.

7.5 ARRC may accept any item or group of items of a bid/proposal unless the bidder/offeror qualifies the bid/proposal by specific limitation.

7.6 ARRC may make an award on any item or quantities less than the quantity offered, at the unit cost or prices offered, unless the bidder/offeror specifies otherwise.

8 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.

9 Incurred Costs

The issuance of a solicitation does not obligate ARRC to pay for any bid/proposal preparation costs incurred by bidders/offerors and does not obligate ARRC to award a contract for supplies/services. All costs incurred as a result of a solicitation or contract negotiations resulting from a solicitation, including travel and personal expenses, are the sole responsibility of the bidder/offeror.

10 Availability of Funds

The ARRC's obligation under any contract is contingent upon the availability of funds to pay for contract purchases. No legal liability on the part of ARRC may arise until funds are made available for a contract and until the Contractor receives written notice of such availability from the procurement officer. Signature by an authorized ARRC representative on the contract award document constitutes written notice of availability of funds.

11 Alaska Products and Bidder's Preferences

Alaska vendors who meet the requirements specified in ARRC Procurement Rule 1200.9(b) will receive an Alaska Bidder's preference as specified in the Rules. Vendors who supply products that meet the requirements specified in ARRC Procurement Rules 1500.1-1500.8 will receive the preferences stated therein.

12 Public Information

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

13 Price

ARRC shall receive the benefit of any general reduction in bidder's/offeror's price prior to the delivery of supplies or services and in no event shall ARRC be charged higher prices than bidder's/offeror's similar customers who purchase substantially similar supplies or services under substantially similar circumstances. All prices bid shall be exclusive of any federal, state, or local taxes from which ARRC is exempt.

APPENDIX C

SCOPE OF WORK

Passenger Cars ARR 301, ARR 352, ARR 451 & 452

This project covers the renewal of interior upholstery as well as the trimming and assembly of new or existing seat frames in the passenger cars listed above (four in total) currently located at the Alaska Railroad Car Shop in Anchorage, Alaska.

Scope of Work - Summary

The scope of work in this project includes new upholstery of passenger coach bench seats and cushions in cars ARR 301, 352, 451 & 452 as well as the installation of new seat frame trim items and final assembly of upholstered cushions in each of the four cars. ARR 301 dining seating consists of (3) single seat frames and (12) double seat frames (27 bench seats total), ARR 352 dining seating consists of (4) single seat frames and (5) double seat frames (14 bench seats total), and ARR 451/452 consist of (6) single seat frames and (6) double seat frames (18 bench seats per coach). In addition to the dining seating, ARR 352 also requires the upholstery of one mezzanine level bench seat.

Minimum Requirements and Qualifications

Contractor shall perform and provide the following:

1. Provide ARRC with sample cushion and seat frame upholstery work (utilizing ARRC materials and existing seat cushions) and receive ARRC sign-off to verify quality of manufacturing and contractor craftsmanship prior to the production of the full order.
2. Schedule time and date of seat frame and cushion removal with ARRC representative. Contractor will be required to provide their own blue flag protection. ARRC will provide blue flag training at no cost to contractor.
3. Perform basic cleaning and maintenance of seat frames prior to installing new seat cushions or trim.
4. Use only quality materials, e.g. proper zippers, threads, hook and loop, glue, etc.
5. Perform professional level, high quality upholstery work.
6. Selected contractor must possess at least five (5) years' experience in the professional upholstery industry.

Scope of Work – Base Bid Items:

1. **ARR 301 Passenger Coach Upholstery – (27 cushion sets)**
 - a. Fabricate new seat back and bottom board assemblies according to attached drawings.
 - b. Upholster new seat cushion assemblies (seat bottom and seat back) using ARRC supplied imitation leather, fabric and foam cushions.
 - c. Fabricate and upholster (3) single frame and (12) double frame seat dividers.
 - d. Install seat frame dividers and new ARRC provided seat frame trim per attached drawings and instructions in ARRC carshop.
 - e. Install newly upholstered seat cushions to seat frames in ARRC carshop.

2. ARR 352 Passenger Coach Upholstery – (14 cushion sets)

- a. Fabricate new seat back and bottom board assemblies according to attached drawings.
- b. Upholster new seat cushion assemblies (seat bottom and seat back) using ARRC supplied imitation leather, fabric and foam cushions.
- c. Fabricate and upholster (4) single frame and (5) double frame seat dividers.
- d. Install seat frame dividers and new ARRC provided seat frame trim per attached drawings and instructions in ARRC carshop.
- e. Install newly upholstered seat cushions to seat frames in ARRC carshop.
- f. Remove and upholster mezzanine level bench seat. Reinstall to original location in car at ARRC carshop. All materials used in the upholstery must meet or exceed the flammability requirements in 49 CFR Part 238 for Passenger Coaches.

3. ARR 451 & 452 Passenger Coach Upholstery – (18 cushion sets per coach)

- a. Remove and discard all existing seat cushions, seat frame trim and dividers.
- b. Fabricate new seat back and bottom board assemblies according to attached drawings.
- c. Upholster new seat cushion assemblies (seat bottom and seat back) using ARRC supplied imitation leather, fabric and foam cushions.
- d. Fabricate and upholster (6) single frame and (6) double frame seat dividers per coach.
- e. Remove and replace existing seat frame top angle with ARRC supplied new angle.
- f. Install seat frame dividers and new ARRC provided seat frame trim per attached drawings and instructions in ARRC carshop.
- g. Install newly upholstered seat cushions to seat frames in ARRC carshop.

Specifications of ARRC provided materials:

All required compliant upholstery fabric and seat bottom foam will be provided by ARRC:

Upholstery Fabric: Lantal 100% CS Trevira 12.27 oz/y²

Upholstery Imitation Leather: Ultraleather Promessa in Buckwheat

Seat foam meeting or exceeding the requirements set out in 49 CFR Appendix B to Part 238 – Test Methods and Performance Criteria for the Flammability and Smoke Emission Characteristics of Materials Used in Passenger Cars and Locomotive Cabs.

Safety:

Hard hats, safety glasses, hearing protection, and safety toe work boots are required in Alaska Railroad shops. Work inside passenger cars does not require hard hats be worn. Contractor will be required to perform blue flag protection (protection from moving railcars) coordinated daily, prior to beginning work and placing blue flag protection, with Alaska Railroad car shop supervisor. Alaska Railroad car shop supervisor shall provide blue flag training (approximately two hours) to Contractor's personnel, at no cost to contractor.

Expectations:

1. Successful Contractor is responsible for labor, transportation, storage and all ancillary items. Contractor will coordinate with other trades working in the area.
2. Image is very important to the ARRC, and as such, professional upholstery and final installation is expected.
3. Contractor shall be responsible for pickup of materials from multiple locations in Anchorage Ship Creek area and final installation of seats at Anchorage car shop.
4. All work must be completed by **April 28th, 2023.**

Work Schedule:

Shops are staffed daily, 6 AM to 4 PM. Access to the shops after 4 PM will require the contractor to complete an application for ARRC magnetic key and prior coordination for track lockout. If the key is lost, the contractor will be required to pay for the key.

Cars are available for work as shown in Table 1, below. All six cars must be completely finished by April 28th, 2023.

ARR 301 will be rotating through the ARRC Car Shop, Anchorage Yard and paint contractor during the available work window and will be available for cushion/trim installation after 3/15/23. Cars will be blocked from access during periods they are in paint and prior arrangement must be made for scheduling any work in these cars.

ARR 352 will be heated and available inside of ARRC Car shop continuously.

ARR 451 & 452 will rotate through the carshop throughout the winter and spring. Access to these cars may be scheduled through ARRC’s representative but cars may not be continuously heated or indoors.

Additional work is to be performed to all cars simultaneously with work in this contract. As such, cars may not be ready for reinstallation of seats upon completion of upholstery. In this case, contractor will be responsible for dry storage of cushions until cars can accept reinstallation.

CAR NUMBER	AVAILABLE	RETURN TO SERVICE
ARR 301	3/15/2023	5/1/2023
ARR 352	1/15/2023	5/1/2023
ARR 451	12/15/2022	5/1/2023
ARR 452	Upon completion of 451	5/1/2023

Table 1: Passenger Coach Schedule

**APPENDIX D
COST SCHEDULE**

A bidder's failure to provide the information requested in this appendix will be cause for rejection of the offer on the basis of non-responsiveness.

No.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	EXTENDED COST
1	ARR 301 DINER SEAT BOTTOM BOARD & BRACKET ASSEMBLY	27	EA		
2	ARR 352 DINER SEAT BOTTOM BOARD & BRACKET ASSEMBLY	14	EA		
3	ARR 451 / 452 DINER SEAT BOTTOM BOARD & BRACKET ASSEMBLY	36	EA		
4	ARR 301 DINER SEAT BACK BOARD & BRACKET ASSEMBLY	27	EA		
5	ARR 352 DINER SEAT BACK BOARD & BRACKET ASSEMBLY	14	EA		
6	ARR 451 / 452 DINER SEAT BACK BOARD & BRACKET ASSEMBLY	36	EA		
7	ARR 301 DINER SEAT BOTTOM UPHOLSTERY	27	EA		
8	ARR 352 DINER SEAT BOTTOM UPHOLSTERY	14	EA		
9	ARR 451 / 452 DINER SEAT BOTTOM UPHOLSTERY	36	EA		
10	ARR 301 DINER SEAT BACK UPHOLSTERY	27	EA		
11	ARR 352 DINER SEAT BACK UPHOLSTERY	14	EA		
12	ARR 451 / 452 DINER SEAT BACK UPHOLSTERY	36	EA		
13	ARR 301 SEAT DIVIDER RAILS, UPHOLSTERED	15	EA		
14	ARR 352 SEAT DIVIDER RAILS, UPHOLSTERED	9	EA		
15	ARR 451 & 452 SEAT DIVIDER RAILS, UPHOLSTERED	24	EA		
16	ARR 301 SEAT FRAME TRIM INSTALLATION	15	SET		
17	ARR 352 SEAT FRAME TRIM INSTALLATION	9	SET		
18	ARR 451 & 452 SEAT FRAME TRIM INSTALLATION	24	SET		

Base Bid Subtotal \$ _____

Grand Total **\$ _____**

AWARD CRITERIA: An award will be made to the low, responsive, responsible bidder that meets the requirements as set forth in the specifications and compliance thereof. The Alaska Railroad Corporation reserves the right to determine that all offered materials will serve the application intended. The bid award is contingent on the availability of Federal and Alaska Railroad Corporation funds.

The Undersigned has read the foregoing RFQ and hereby agrees to the terms and condition stated therein by affixing his/her signature below.

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.

BIDDERS NAME AND ADDRESS

COMPANY NAME
BIDDER

SIGNATURE BY AND FOR THE

COMPANY ADDRESS

PRINTED NAME OF ABOVE BIDDER

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-MAIL

APPENDIX E

FORMS

**ALASKA RAILROAD CORPORATION
SUPPLY BID FORM**

NAME _____

ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Request For Quotation No.: 22-64-210300, dated November 1, 2022 the Undersigned proposes to furnish and deliver all the supplies, materials or equipment and perform all the work required in said Invitation according to the specifications and requirements contained therein and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

The Undersigned hereby agrees to execute the said contract and bonds, if any, within **Ten (10) Calendar Days**, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this 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 as liquidated damages, and said Contracting Officer may proceed to award the contract to others.

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

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

Addendum Number/Dated	Addendum Number/Dated	Addendum Number/Dated
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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:

Name and Title of Person Signing

Signature

Telephone Number

Facsimile Number

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 venturers 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: (____) _____ Fax Number: (____) _____
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 (see specific requirements below):

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, **may be requested.**

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

PART 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.

APPENDIX F

GENERAL TERMS AND CONDITIONS (Supply Contracts)

Current General Services Terms and Conditions can be found at:

[https://www.alaskarailroad.com/sites/default/files/procurement/General Terms Conditions-Supply Contracts 4-17-08.pdf](https://www.alaskarailroad.com/sites/default/files/procurement/General_Terms_Conditions-Supply_Contracts_4-17-08.pdf)

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS (Less than \$100,000)

Current Required Federal-Aid Contract Provisions can be found at:

<https://www.alaskarailroad.com/sites/default/files/procurement/FederalTermsConditionsUnder100K.pdf>