



# HEAVY EQUIPMENT MEDIUM MECHANICAL TRUCK

INVITATION TO BID  
No. 24-77-212413

OCTOBER 29, 2024

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



ALASKA RAILROAD CORPORATION  
327 W. Ship Creek Avenue  
Anchorage, AK 99501  
Phone 907.265.4470  
[GRAHAMC@AKRR.COM](mailto:GRAHAMC@AKRR.COM)

OCTOBER 29, 2024

## INVITATION TO BID #24-77-212413

### HEAVY EQUIPMENT MEDIUM MECHANICAL TRUCK

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

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

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact \_\_\_\_\_

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

Email \_\_\_\_\_



**ALASKA RAILROAD CORPORATION**  
327 W. Ship Creek Ave.  
Anchorage, AK 99501

OCTOBER 29, 2024

**Invitation to Bid #24-77-212413**

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

**HEAVY EQUIPMENT MEDIUM MECHANICAL TRUCK**

Bids will be received until **3:00 PM LOCAL TIME on Wednesday, November 20, 2024 via Dropbox.**

One electronic copy of your firm's Proposal must be submitted using Dropbox. Proposals shall be submitted to the Dropbox link <https://www.dropbox.com/scl/fo/uyh2j6b71rxhneifefj2e/AFxAck--DjfX1yE-5EB6EWA?rlkey=g9hsq3u5h2ghlyn2rl2rz3d9k&st=0k8zgds8&dl=0> by the proposal due date/time. It is the offeror's responsibility to verify with the Contract Administrator that their proposal was received timely. If your firm has restrictions on Dropbox submittals, you must contact your Contract Administrator at least seven days prior to the proposal due date to discuss alternatives.

File naming convention shall be: Firm Name-ITB#-ITBName

**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.

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

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

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 the ARRC to pay for any costs incurred in the submission of an offer or for any other incurred cost prior to the execution of a formal contract

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

If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Invitation for Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation for Bid will prevail.

**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 of 4.0% in federal fiscal years 2022-2024 on contracts funded by agencies within the U.S. Department of Transportation. If this contract is funded in whole or in part by funds from the FTA 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 (<http://www.greenstarinc.org/>). ARRC earned an initial Green Star Award in 1994 and a Green Star Air Quality Award in 2007. The Alaska Railroad considers Green Star membership to be a positive business attribute, and regards a Green Star award as a tangible sign of an organization's commitment to environmental stewardship and continual improvement within its operations.

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

1. Offeror's Name -
2. ITB # 24-77-212413
3. Date and Time Scheduled for Receipt of Offers.
4. Sealed Offer: **HEAVY EQUIPMENT MEDIUM MECHANICAL TRUCK**

Please direct all responses and/or questions concerning this invitation to bid in writing to Candice Graham via email; [GrahamC@akrr.com](mailto:GrahamC@akrr.com). No later than 3:00 PM November 15, 2024.

Sincerely,

*Candice Graham*

Contract Administration Specialist

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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- Section D
2. Contractor Responsibility Questionnaire- Section E
3. Supply Bid Form - [Form 395-0132]

### **REQUIRED FOR AWARD:**

1. Build Sheet of trucks before P.O. will be issued.

## SECTION A

### MINIMUM QUALIFICATIONS

The items to be purchased through this bid are critical to the operation of the ARRC any vendor who responds to this bid must meet the following minimum qualifications in order to be considered responsive:

1.) Be the original manufacturer, be the distributor / dealer authorized by the manufacturer that routinely maintains an inventory of the requested product as part of its normal business and is authorized by the original manufacturer to serve this area (the State of Alaska). Be listed as a supplier of the requested items in the Supplier Quality System Register maintained by the National Association of Purchasing Management - Rail Industry Group or other nationally published railroad periodical, or have at least five years of experience in the manufacture of the requested items.

2.) Have the authority and capacity to provide full support for all product warranties, including technical "trouble shooting" support.

3.) Be able to provide audited financial statements demonstrating the financial ability to meet the requirements of any order that may result from this solicitation.

The ARRC may conduct an inspection of the supplier's facility to include its offices and inventory of the items being solicited prior to contract award. All bids submitted in response to this invitation to bid must be signed by an individual with the legal authority to submit the offer on behalf of the company. Bids received from manufacturers/suppliers that do not meet these qualifications will not be considered

### ALASKA BIDDERS PREFERENCE

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection.

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference and is a qualifying entity as defined herein, they will be awarded an Alaska

veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public.

In order to receive the Alaska Bidder Preference and/or Alaskan Veteran Preference, the bid must also include a statement certifying that the bidder is eligible to receive said preferences. The application of preferences is for bid evaluation purposes only.

## **SECTION B SPECIFIC TERMS AND CONDITIONS**

Any resulting contract from this Invitation to Bid shall incorporate the following terms and conditions contained in this bid package.

### **Method of Bidding:**

Bids must be submitted in the spaces provided on the bid sheets of this invitation in accordance with the conditions of bid as stated herein. The bid will not be considered to be complete unless all spaces have been filled. Consideration for award will be provided to complete bids only. If a bidder wishes to supply additional information, it may include same along with the bid in the sealed bid envelope.

### **ARRC Rights in Regard to Bid:**

The Alaska Railroad Corporation reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.

### **ASSIGNMENT:**

The agreement to be established as a result of this solicitation shall not be assigned by the contractor in whole or in part without the express written consent of the Alaska Railroad Corporation, nor shall the contractor have the right to authorize or permit the use of the Alaska Railroad Corporation's equipment or service facilities by third parties without the express written consent of the Alaska Railroad Corporation.

### **HOLD HARMLESS:**

The contractor shall indemnify the Alaska Railroad Corporation against liability and hold it harmless from loss in respect to any and all claims and demands whatsoever rising out of the performance of this agreement, save and except the contractor shall not be liable for acts of negligence of Alaska Railroad Corporation employees acting within the scope of their employment. The Alaska Railroad Corporation shall not be liable for any costs incurred by the bidder in bid preparation.

### **WARRANTY:**

Contractor shall warrant all equipment offered to be free of defects in materials and workmanship. In the event of defects in materials and workmanship, Contractor's liability obligations shall be to repair or replace defective parts or to refund lease payments from the date the Contractor is notified of the defects.

The Contractor shall deliver the equipment to the Delivery Point in first class operating condition and equipped with all required devices so as to operate under safe, efficient, economical and continuous service. If the equipment is not delivered in accordance with the foregoing requirements, the Contractor shall promptly remedy the nonconforming conditions or remove the equipment from the Delivery Point within forty-eight (48) hours after notice to do so from ARRC, and ARRC shall not be liable for any rental, transportation or other charges or expenses.

### **GOVERNING LAW:**

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

### **SIGNATURE:**

All offers shall be signed by an individual authorized to bind the respondent to its provisions, dated, have proper address, and provide contact telephone number. Prices will be firm for sixty (60) days from the closing date of this solicitation. Prices accepted for an award will be firm throughout the duration of the contract.



**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/offerors responsibility to ascertain prior to submitting a bid/proposal that he/she has received all amendments issued

**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.

**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.

TERMS AND CONDITIONS:

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

PRICES:

Prices will be firm for duration of contract after bid opening date.

F.O.B. POINT:

All prices quoted shall be **F.O.B.** Anchorage, AK

**Delivery Date:** Your bid should indicate the earliest firm delivery date after receipt of award. ARRC shall fully expect the successful contractor to completely satisfy contract performance requirements in accordance with firm delivery dates offered in the Cost Schedule.

EQUIPMENT:

ARRC reserves the right to determine that all proposed equipment will serve the application intended.

**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.

**Price:** ARRC shall receive the benefit of any general reduction in bidder's/offerors price prior to the delivery of supplies or services and in no event shall ARRC be charged higher prices than bidder's/offerors 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.

**SECTION C  
SCOPE OF WORK**

**HEAVY EQUIPMENT MEDIUM MECHANICAL TRUCK**

**Truck Chassis**

- **Capacity** – 23,000lbs GVWR
- **Steering** – 45 degree wheel cut
- **Drivetrain** – 4x4 with gear driven transfer case
- **Transmission PTO Provision** – Wet kit to run onboard hydraulics with oil tank
- **Electrical** – Factory installed up fitter connections from cab to service truck
- **Brakes** – Hydraulic disc
- **Cab** – Crew cab
- **Color** - White
- **Tow hooks** – (2) Front
- **Running Boards** – Yes, HD grip strut type
- **Skid Plate** – Yes
- **Towing Package** – Yes, with OEM brake controller and electrical connector on rear bumper.
- **Auto Start** – Yes, OEM
- **Moose Lights** – Yes, Front bumper light bar 30-50” spot/flood combo
- **Back-up Alarm** – Yes
- **Mud Flaps** – Yes

**Interior**

- **Color Dark (Black preferred)**
- **Floor mats** Weathertech front and rear
- **Seat Covers** HD (Tiger tough or equivalent)
- **Center Console** Yes
- **Power Windows** Yes
- **Power Locks** Yes
- **Fire Extinguisher** Yes, with mount
- **First Aid Kit** Yes, with mount
- **Tilt Steering wheel** Yes
- **Cruise Control** Yes
- **Hands free communication** Yes
- **Air bags** Yes, with side impact
- **Back-up Camera** Yes

**Powertrain**

- **Engine** 6.6L or larger Diesel

- **Transmission Automatic**
- **Fuel Tank 60 Gallons or larger**
- **Battery HD Largest available capacity**
- **Alternator HD largest available capacity**
- **Cold Weather Diesel fired block heater (Webasto preferred), Electric block heater, oil pan heater, transmission pan heater, battery charger/maintainer, central wiring under hood for all cold weather equipment with single cord at front bumper for plug in.**

### **Service Bed**

- **Bed Length - 11'**
- **Bed Material - Aluminum**
- **Crane Capacity - 8,600lbs**
- **Crane Outriggers - Hydraulic**
- **Bumper Workbench style rear bumper with pass through cabinet and vice**
- **Bed Lock Master lock system**
- **Tool Storage Roller drawers**
- **Power 5,000w inverter VDC to VAC**
- **Lighting (LED) In cabinet lighting, rear facing flood lighting**
- **Air reel, filter, lubricator and regulator**
- **Coating Anti slip coating on floor and side walls of bed and top of rear work bench bumper**
- **Design Modular cabinet design (able to repair/replace individual cabinets if damaged)**
- **Torch Cabinet for oxy/acetylene bottles with tie downs**
- **Welder Lincoln Ranger MPX 330 EFI**

### **Specialty Gear**

- **Hi-Rail Gear Front and rear hydraulically controlled (in cab/ outside) Hirail with wheel sweeps, steering wheel lock. (DMF Preferred)**



**SECTION D  
COST SCHEDULE**

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

All prices quoted must be F.O.B. Anchorage, AK. The vehicles must comply with the specifications as spelled out in Section C.

<u>Base Bid - Description</u>	<u>Qty</u>	<u>Unit Cost</u>
HEAVY EQUIPMENT MEDIUM MECHANICAL TRUCK	1	\$ _____
<b>Grand Total:</b>		<b>\$ _____</b>

Year Make and Model: \_\_\_\_\_

**Delivery Date:**

ARRC shall fully expect the successful contractor to completely satisfy contract performance requirements in accordance with firm delivery dates offered in the Cost Schedule.

\_\_\_\_\_ Weeks ARO

***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 Alaska Railroad Corporation Award will be made in the aggregate.*

The Undersigned has read the foregoing ITB 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

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

\_\_\_\_\_  
CONTACT PHONE NUMBER

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

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

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

\_\_\_\_\_  
CONTACT EMAIL

## SECTION

### 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, for the most recent three years.

C. NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, must certify these financial statements.

D. SOLE PROPRIETORSHIPS: Refer to C. If financial statements are not generated, please fill out and sign the Financial Statement form attached hereto. Submit one form for each of the most recent three years.

**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.**

## ALASKA RAILROAD CORPORATION SUPPLY BID FORM

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

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

In compliance with your Invitation for Bids No.: \_\_\_\_\_, dated \_\_\_\_\_, 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

\_\_\_\_\_

\_\_\_\_\_

### 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

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

## **SECTION F**

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

[https://www.alaskarailroad.com/sites/default/files/akrr\\_pdfs/General Terms and Conditions General Service 4-29-08.pdf](https://www.alaskarailroad.com/sites/default/files/akrr_pdfs/General_Terms_and_Conditions_General_Service_4-29-08.pdf)