



**Alaska Railroad Corporation**  
327 W. Ship Creek Avenue, Anchorage, AK 99501  
P.O. Box 107500, Anchorage, AK 99510-7500  
Tel: 907.265.2355  
Fax: 907.265.2439  
BatesT@akrr.com

May 25, 2022

**REQUEST FOR PROPOSALS (TWO-STEP PROCUREMENT)  
22-27-209184**

**TERMINAL TRACTORS**

Response Requested,

This form must be completed and returned to insure receipt of future addenda or additional information. Fax this form to (907) 265-2439 or email to: [BatesT@akrr.com](mailto:BatesT@akrr.com). All addenda will be forwarded to the contact name and number listed below.

**Firms that have not returned this 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 Suppliers and then Solicitations. Bidders must acknowledge the receipt of all issued addendums in their proposal/bid submittal.**

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email address \_\_\_\_\_

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



May 25, 2022

## REQUEST FOR PROPOSAL (TWO-STEP PROCUREMENT)

**22-27-209184**

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

### **Terminal Tractor Purchase**

Unpriced technical offers in **one electronic copy** will be received until **3:00 pm local time, June 15, 2022**. The envelope/file used for the submittal of your offer shall be plainly marked with the following information:

1. Offeror's name.
2. Offer number 22-27-209184
3. Date and time scheduled for the receipt of offers.
4. Sealed Offer: Terminal Tractors

The ARRC may award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the ARRC.

ARRC may reject any or all offers if such action is in the best interest of ARRC, and waives informalities and minor irregularities in offers received. ARRC may award a contract on the basis of initial offers without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Any contract resulting from this solicitation shall incorporate the Standard Terms and Conditions contained in this solicitation package.

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

Please direct all responses and/or questions concerning this Request for Proposals to Tim Bates, Alaska Railroad Corporation, Supply Management, 327 Ship Creek Avenue, Anchorage, AK 99501, telephone number (907) 265-2355, fax number (907) 265-2439.

## **INDEX**

- APPENDIX A: MINIMUM QUALIFICATIONS AND REQUIRED DOCUMENTS
- APPENDIX B: SPECIFICATIONS
- APPENDIX C: CONTRACTOR RESPONSIBILITY QUESTIONNAIRE
- APPENDIX D: STANDARD INSTRUCTIONS AND CONDITIONS FOR THE  
SUBMISSION OF BIS TO THE ALASKA RAILROAD CORPORATION  
(Two-Step Procurement)
- APPENDIX E: GENERAL TERMS AND CONDITIONS
- APPENDIX F: SPECIFIC TERMS AND CONDITIONS
- APPENDIX G: COST SCHEDULE
- APPENDIX H: SUPPLY BID FORM

## **APPENDIX A**

### **MINIMUM QUALIFICATIONS**

Items to be purchased through this solicitation are important to the operation of the ARRC. Vendors who respond to this solicitation must meet the following minimum qualifications in order to be considered responsive:

1. Be the original manufacturer, or a distributor/dealer authorized by the original manufacturer to serve the State of Alaska; and
2. Has the authority and capacity to provide full support for all product warranties, including technical “trouble shooting” support; and
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 if asked to do so.

### **REQUIRED DOCUMENTS**

Bids must be submitted in the spaces provided on the Cost Schedule 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 in. Consideration for award will be provided to complete bids only. If a bidder wishes to supply additional information, it may be included along with the bid in the sealed bid envelope.

Bidder/contractor imposed terms and conditions which conflict with the terms and conditions of this Invitation to Bid are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive. If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Invitation to Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation to Bid will prevail.

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

1. Cost Schedule: Appendix G
2. Contractor’s Responsibility Questionnaire: Appendix C
3. Supply Bid Form: Appendix H

**APPENDIX B**  
**SPECIFICATIONS**

**Alaska Railroad is looking to purchase six new DOT/EPA Terminal Tractors, FOB Anchorage, Alaska. They must meet the minimum requirements set forth below.**

**Item #1: Warehouse and Distribution Terminal Tractors**

**Typical Units:**

KALMAR Ottawa T2, or CAPACITY TJ 9000 DOT/EPA provided all of the following minimum specifications are met.

**Weight:**

The chassis shall have a minimum GCVWR of 100,000 pounds.

**Engine:**

- Cummins Diesel Engine or ARRC approved equivalent
- Shall be Tier compliant and built by the manufacturer
- Shall be winterized to protect to minus 50 degrees Fahrenheit
- Low oil shutdown
- Low coolant shutdown
- High coolant temp shutdown
- Spin type air precleaner

**Drive Train:**

- Allison transmission or ARRC approved equivalent
- 4x2 Drive
- Driver controlled locking differential

**Chassis:**

- Wheelbase: 126"-130"?
- Exterior color: White
- Fifth Wheel with minimum 100,000 plate rating
- Flexible rear fenders
- Rear mud flaps
- Rigid suspension
- Auto lube system
- Grating over fuel tank

**Tires:**

- All tires to be 11R22.5 size
- Lugged traction tires

**Cab:**

- Air conditioning: To be OEM
- Heat with defrost: To be OEM
- AM/FM Radio
- Horn: Air
- Exterior mirrors
- Mirror, convex, look down
- Air ride cab
- Air ride driver's seat
- Trainer seat (fold up jump seat)
- Lap belt (no shoulder belt)
- Dash mounted power socket
- Driver's side door
- Heated side mirrors

**Instrumentation:**

- Engine hour meter
- Tachometer, odometer, speedometer, volt meter, oil pressure, water temp, fuel level
- DEF level
- Air pressure
- Low fuel indicator/alarm
- Low air indicator/alarm
- Low engine oil pressure indicator/alarm

**Equipment Package:**

- Hydraulic pump 10GPM
- Pneumatic system with color coded air-lines
- 12 Volt electrical system with maintenance free batteries, all wires color and number coded with sealed connectors

**Miscellaneous:**

- Remote battery terminal & jumper cable
- Amber strobe light

- Backup Alarm: Electronic, located on rear of unit, as per manufacturer's recommendations.
- Work lights
- Triangle reflector kit
- Wheel chocks
- Safety Operation Decals
- Red/White conspicuity stripping
- Pintle hitch
- Heated auto drain valve on air tanks
- Air tank drain pull cord
- Fifth wheel lock indicator
- Heated air dryer
- Heated fuel water separator
- All lights to be LED
- Front and rear tow hooks
- Electric windshield wipers

**APPENDIX C**

**CONTRACTOR RESPONSIBILITY QUESTIONNAIRE**

**PART I - INSTRUCTIONS**

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

**PART II - IDENTITY OF PROPOSER**

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

3. Proposer's federal taxpayer identification number: \_\_\_\_\_
4. Proposer's Alaska business license number: \_\_\_\_\_
5. Proposer's contractor's license number (for construction only): \_\_\_\_\_
6. Proposer's legal address: \_\_\_\_\_  
 Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_
7. Proposer's local or authorized point of contract address:  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone Number: (\_\_\_\_) \_\_\_\_\_ 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 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.**

**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 D

### STANDARD INSTRUCTIONS AND CONDITIONS FOR THE SUBMISSION OF BIDS TO THE ALASKA RAILROAD CORPORATION (Two-Step Procurement)

#### Procurement Method

This procurement is being conducted by ARRC using a two-step procurement process described in ARRC Procurement Rule 1200.10 (*Multi-Stage Sealed Bidding*); and in Federal Transit Administration (FTA) Circular 4220.1F (rev 4, March 18, 2013); Chapter VI, paragraph 3.e (pp. VI-12,13).

- Step One involves the submission, evaluation, and discussion as may be necessary of a Technical Qualifications and Project Approach Proposal (hereinafter referred to “Proposal”). The Proposal constitutes an unpriced technical offer by a prospective contractor; hence, no pricing or bid documents are to be submitted in Step One. The Proposal should enable ARRC to review and evaluate in full detail the technical qualifications of the Proposer, and the technical sufficiency of the proposed equipment. ARRC’s objective in Step One is to narrow the competitive range to only those prospective contractors that are found to have acceptable qualifications and demonstrate a technically acceptable product. After the Confidential Discussions & Re-submittal Period has concluded, at its sole determination, ARRC shall deem each Proposal as either “Acceptable” or “Unacceptable”.
- Step Two involves the submission of a sealed price quote (hereinafter referred to as “Bid”) by only those prospective contractors that submitted a Proposal in Step One that was deemed to be “Acceptable” by ARRC. At its sole discretion, ARRC may solicit bids from any or all such prospective contractors. No additional public notice or advertisement will be issued between Step One and Step Two. Step Two may be initiated without discussions when there are a sufficient number of acceptable proposals to ensure price competition. Bid submission shall strictly conform to ARRC solicitation documents and the Proposal accepted by ARRC.

#### Procurement Schedule

The preliminary RFP Schedule is outlined in the following table:

Procurement Activity	Begin Date	End Date
Step One RFP released	May 25, 2022	
Pre-proposal Conference	June 2, 2022	June 2, 2022
Draft Technical Proposals Due		June 8, 2022
Confidential Discussions & Re-submittal Period	June 2, 2022	June 15, 2022
Final Proposals Due		June 15, 2022
Sealed Bids due		June 22, 2022
Award of Contract and NTP		July 5, 2022

## **Step One – Request for Technical Qualifications Proposal**

### **Form of Proposal**

Interested firms (or teams) shall submit one (1) electronic copy of their Proposal in a file with a .pdf extension:

The Proposal shall provide a full detail of the technical qualifications of the Proposer, and the technical sufficiency of the proposed equipment specifications and capabilities. The Proposal shall also include the Scheduled Delivery Date, in terms of week ARO. ARRC's objective in Step One is to narrow the competitive range to only those prospective contractors that are found to have acceptable qualifications and demonstrate technically acceptable equipment. At its sole determination, ARRC shall deem each Proposal as either "Acceptable" or "Unacceptable".

Proposers 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 Proposer's risk.

### **Proposal Submission Deadline**

Sealed proposals must be received by ARRC no later than 3:00 p.m., Alaska Time, on June 15, 2022 at:

Alaska Railroad Corporation  
327 W. Ship Creek Avenue  
Anchorage, AK 99501

Email: [BatesT@akrr.com](mailto:BatesT@akrr.com)

Any Proposal received after the time and date set forth above shall be rejected unless the delay was caused by an error on the part of ARRC. 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 Proposal package or other documentary evidence of receipt maintained by ARRC.

### **Pre-Proposal Meeting**

A virtual pre-proposal meeting will be held at <https://akrr.webex.com/meet/batest> on Thursday June 2, 2022 at 10:00 a.m AST. A bidder's failure to attend the pre-bid conference will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB

### **Modification or Withdrawal of Proposal**

Correction, modification, or withdrawal of a Proposal will be allowed only as stated in ARRC Procurement Rule 1300.0 (Competitive Sealed Proposals).

### **Amendments / Addenda**

ARRC will post any Addenda to this solicitation on its website at [www.alaskarailroad.com](http://www.alaskarailroad.com) (select "Suppliers"; then "Solicitations"). It is the responsibility of the Proposer to visit ARRC's website prior to submitting a Proposal to ensure awareness of any and all Addenda issued relative to this solicitation.

Prior to the submittal deadline for Proposals, oral explanations or instructions given to one or more prospective Proposer concerning the solicitation will be supplied promptly to all known prospective Proposers as an amendment to the solicitation if, in the opinion of ARRC, such information is deemed necessary to submit a viable Proposal, or if the lack of it would be prejudicial to other prospective Proposers. ARRC will make reasonable efforts to notify parties known to have received solicitation documents when an amendment / addendum is issued. However, it remains the Proposer's responsibility to ascertain definitively whether it has received all amendments issued by ARRC prior to submitting a Proposal.

Any prospective Proposer desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it soon enough to allow for a reply to reach all prospective Proposers prior to the submission of Proposals. To facilitate the exchange of information, questions regarding a solicitation may be communicated to ARRC by telephone, and then confirmed in writing.

ARRC may supplement, amend, or otherwise modify or cancel this solicitation with or without substitution of another solicitation.

### **Proposal Opening**

All Proposals accepted by ARRC will be opened privately at ARRC's convenience after the deadline for submission. No details of any offer shall be disclosed to unauthorized persons. ARRC may postpone the date and time announced for receipt of Proposals. Such postponement may be made at any time prior to the established date and time for receipt of Proposals. ARRC reserves the right to cancel this procurement at any time when deemed in ARRC's best interest.

### **Proposal Security Requirements**

No Proposal bonding is required for Step One submissions. (See Step Two instructions for separate Bid security requirements.)

### **Post-Submittal Discussions**

ARRC, at its sole discretion, may conduct oral or written discussions regarding the submitted Proposals. Such discussions will proceed generally in accordance with ARRC principles and practices of a competitive proposal method of procurement, as described in ARRC Procurement Rule 1300.0 Competitive Sealed Proposals. ARRC reserves the right to undertake discussion with any or all offerors who submitted a Proposal in order to satisfy its need for diligent evaluation.

Once discussions have commenced, any Proposer that has not been notified that its Proposal has been found "Unacceptable" may submit supplemental information amending its technical offer at any time until ARRC concludes discussions before proceeding to Step Two. Such submission may be made at the request of ARRC or upon the offeror's own initiative.

Proposers may be required to make assurance to ARRC concerning the Proposer's capacity and capability to perform. Previous contracts of a like nature, financial solvency, and other information may be requested of the considered Proposer. Failure to provide assurances requested in a timely manner may be cause for rejection of the Proposal.

### **Exceptions to Terms, Conditions and Specifications**

Any contract resulting from this solicitation shall incorporate the General Terms and Conditions contained in this solicitation package. Each Proposer shall indicate all exceptions to terms, conditions, and specifications of this solicitation individually in its Proposal. Exceptions received or placed after the proposal submission date will be considered as counter offers and as such will render the entire Proposal non-responsive.

### **Public Disclosure**

All Proposals received by ARRC will be considered confidential until a Notice of Intent to Award is issued following completion of Step Two. All Proposals will become public information upon issuance of such notice by ARRC.

A Proposer may designate portions of its submittal that contains trade secrets or other proprietary data to be kept confidential by ARRC. In such instance, ARRC take reasonable steps to ensure confidentiality.

### **Costs Incurred by Proposer**

The issuance of a solicitation does not obligate ARRC to pay for any preparation costs incurred by Proposers; nor does it obligate ARRC to award a contract to any Proposer. All costs incurred by a Proposer in response to this solicitation, or to conduct contract negotiations resulting from this solicitation, including travel and personal expenses, are the sole responsibility of the Proposer.

### **Proposer Responsibility**

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

Moreover, the Proposer is responsible for apprising itself of any conditions affecting where the rail cars and/or rail equipment will operate, and for ensuring that all systems selected by the Proposer for the work are capable of functioning in the Alaskan environment.

### **No Purchase Obligation**

ARRC and prospective contractors participating in this solicitation expressly acknowledge and agree that ARRC has made no express or implied promises to expend any dollar amounts with respect to the services addressed by this solicitation. By submitting a Proposal in response to this RFP, the Proposer acknowledges and agrees that the provisions of this RFP, and/or any communication, statement, act or omission by representatives of ARRC (including consultants) in the selection process, shall not vest any right, privilege, or right of action in any Proposer.

### **Rejection of Proposals**

ARRC may reject any or all Proposals or any part thereof; and may waive technicalities and minor informalities if such action is deemed to be in its best interest. ARRC may reject the submission of any Proposer that previously failed to perform adequately during a prior contract with ARRC.

### **Aggrieved Proposer**

An aggrieved Proposer may protest an ARRC procurement action by filing a written protest in accordance with the procedures and time limits specified in ARRC Procurement Rule 1800.0 Legal and Contractual Remedies.

### **Step One Proposal Evaluation Process and Selection Criteria**

ARRC will evaluate all Proposals received in Step One using the evaluation process and criteria described in this section. Each Proposal shall be rated as either “Acceptable” or “Unacceptable”. Only those Proposals determined to be Acceptable in Step One will proceed to Step Two bidding.

ARRC reserves the right to take any actions it deems necessary to determine whether any and all Proposers have the ability to perform the work outlined in the Scope of Work in a satisfactory manner. ARRC shall have the right to obtain, from any and all sources, information concerning a Proposer, which is deemed pertinent to the RFP, and to consider such information in the evaluation of the Proposer’s submission.

### **Evaluation Process**

ARRC may convene an Evaluation Committee consisting of ARRC staff, consultants and/or industry experts that collectively reflects the following functional perspectives: Rail Equipment; Fleet Management; Engineering; Project Management; Procurement; and General Management.

To be deemed Acceptable by ARRC, the Proposal should be complete such that extensive additional explanation or information is not needed for ARRC to make a determination regarding the acceptability solely on the basis of the documentation as submitted. Any Proposal that modifies or fails to conform to the essential requirements or specifications of this solicitation shall be considered nonresponsive and categorized as unacceptable.

ARRC may request from any Proposer whose submittal may be made acceptable through clarification to submit additional clarifying or supplementing information; and may arrange discussions for this purpose.

Proposers may be disqualified, and their Proposals rejected, for any reason deemed appropriate by ARRC; including, but not limited to the following:

- a) Evidence of collusion between a Proposer and any other Proposer(s).
- b) An unsatisfactory performance record on prior projects for ARRC, or any other organization.
- c) The appearance of financial instability (in the opinion of ARRC) and/or evidence that Proposer may not be financially able to complete the work required by the Scope of Work in a satisfactory manner.
- d) If Proposer has failed to complete one or more public contracts in the past.
- e) If Proposer has been convicted of a crime arising from previous public contracts.
- f) If Proposer is not authorized to perform work in the State of Alaska.

Proposers will be evaluated by ARRC based upon their experience in performing the services requested, financial stability, appropriate personnel, responsiveness, technical knowledge and

general organization. A serious deficiency in any one criterion may be grounds for rejection

After evaluating each Proposal on the basis of the evaluation criteria, ARRC may conduct interviews and request and receive additional information as it deems necessary from any Proposer deemed to be responsive to this solicitation. If interviews are conducted, Proposers who are deemed to be non-responsive and have no reasonable chance of being selected will not be interviewed.

## **Firm/Team Background and Qualifications**

### Organization

ARRC shall consider Proposer's history, ownership structure, including parent, affiliated or subsidiary company, and business partners. If a partnership and/or joint venture is proposed, clearly identify which parties in the partnership or joint venture will interface with ARRC on: (A) Design and technical issues; (B) Contractual and financial matters; and (C) Dispute resolution.

Evidence that the Proposer is duly and properly organized and is (or will be) qualified to conduct business in the State of Alaska shall be provided.

Disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest.

Submit a complete Standard Form 330 showing all key firms in the Proposer's team, including designated DBE firms. (Download SF 330 at: <http://www.gsa.gov/portal/forms/download/116486>). Include a clear assignment of responsibility for various project tasks to specific individuals. ARRC reserves the right to reject or accept proposed project personnel.

### Subcontractors

Identify and describe potential subcontractors with demonstrated proof of the technical capabilities necessary to perform their proposed scope of work and or services.

### Suppliers

Identify and describe suppliers for the major components of the Project, who the Proposer has successfully supplied rolling stock procurements of similar size and scope. Include total percentage contracted for each supplier engaged.

## **Step Two – Invitation for Sealed Bid**

### **Participation in Bidding**

At its sole discretion, ARRC may solicit bids from any or all prospective contractors that submitted a Proposal deemed to be “Acceptable” in Step One. No additional public notice or advertisement will be issued between Step One and Step Two. Step Two may be initiated without discussions when there are a sufficient number of acceptable proposals to ensure price competition. When a Step One Proposal has been determined to be “Unacceptable”, ARRC shall so notify the Proposer that it is not invited to submit a sealed Bid in Step Two of the procurement process.

### **Method of Bidding**

Bids must be submitted in the spaces provide on the Bid sheets of the solicitation in accordance with the conditions of bidding as stated herein. The Bid will not be considered to be complete unless all spaces have been filled in. Consideration for award will be provided to complete Bids only. If a Bidder wishes to supply additional information, it may be included along with the Bid in the sealed bid envelope.

### **Submission of Bids**

Prospective contractors shall submit one (1) Bid in a sealed envelope clearly marked on the outside with the following information:

- Bidder’s Name
- RFP No. 22-27-209184
- Date and Time Scheduled for Receipt of Bids: June 22, 2022
- Project: Terminal Tractors

The submittal deadline shall be determined by ARRC and communicated in writing to all Bidders participating in Step Two of this procurement.

### **Amendments**

Based upon the outcomes of Step One, ARRC may amend or revise the minimum technical requirements in Step Two. In such instance, ARRC shall make reasonable efforts to notify all prospective Bidders; and prospective Bidders will be allowed to submit new technical offers or amend those previously submitted if ARRC significantly changes project requirements. It shall be the Bidder’s responsibility to ascertain prior to submitting a Bid that he/she has received all amendments issued.

### **Explanation to Prospective Bidders**

Bidders 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 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 before the submission of their Bid. 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 concerning this solicitation will be furnished promptly to all other prospective Bidders as an amendment to the solicitation, if in the opinion of ARRC, such

information is deemed necessary to submit bids or if the lack of it would be prejudicial to other prospective Bidders

### **Late Submission, Modification or Withdrawal of Bid**

Any bid received at the office designated in this solicitation after the exact time specified for receipt will not be considered unless the delay was due to an ARRC error. 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 wrapper or other documentary evidence of receipt maintained by ARRC.

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

### **Preparation of Bid**

Bidders 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 risk. Incomplete bids may be rejected as nonresponsive.

Each bidder shall furnish all information required by the solicitation. An officer or other official of the vendor's company who has legal authority to commit the vendor to the contract proposed must sign the bid. The person signing the bid must initial erasures or other changes.

Bids for supplies or services other than those specified, or bids 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.

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

### **Bidding Costs**

Each Bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its Bid, and ARRC shall have no responsibility or liability whatsoever for any such costs and expenses. Neither ARRC nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of Bids. By submitting a Bid, the Bidder expressly waives any claim for such costs and expenses, and any other related claims or damages.

### **Evaluation of Bids and Contract Award**

ARRC shall review and evaluate each submission in accordance with the criteria established in the solicitation and ARRC's Procurement Rules. Bids will be evaluated in accordance with the provisions of ARRC Procurement Rule 1300.4-A. and will include the following:  
Price, and date of delivery.

The timeliness of receiving this equipment is important to this bid. In determining the winner, the ARRC will take the stated price on the grader and add \$8,000 for each month from the closing date of this ITB to the stated delivery date. This total cost will only be used to calculate the lowest price.

If the winner does not meet the delivery date stated in this section of the bid, liquidated damages will be assessed.

### **Reservations**

In addition to other rights in the solicitation, ARRC reserves, holds and may exercise at its sole discretion, the following rights and options:

ARRC may reject any or all bids, or any part thereof, and may waive technicalities and minor informalities if such action is deemed to be in its best interest. ARRC also may reject the bid of any vendor who has previously failed to perform adequately under a prior contract for furnishing supplies/services to ARRC.

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 and either award to another bidder or reject all bids.

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.

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.

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

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 specifies otherwise.

ARRC may supplement, amend, or otherwise modify or cancel this solicitation with or without substitution of another solicitation.

ARRC may conduct investigations of the bidders and their bids and request additional evidence or documentation to support the information included in any bid.

### **Aggrieved Bidder**

An aggrieved Bidder 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 preparation costs incurred by bidders 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.

### **Availability of Funds**

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.

### **Public Information**

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

### **Price**

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

### **Step Two Bid Evaluation 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.

Award will be based on all units, including option units. The Alaska Railroad Corporation reserves the right to determine that all offered materials will serve the application intended.

Bids will be evaluated in accordance with the provisions of ARRC Procurement Rule 1300.4-A. and will include the following:  
Price, and date of delivery.

The timeliness of receiving this equipment is important to this bid. In determining the winner, the ARRC will take the stated price on the welding truck(s) and add \$8,000 for each month from the closing date to the stated delivery date of this ITB. This total cost will only be used to calculate the best value for award.

If the winner does not meet the delivery date stated in this section of the bid, liquidated damages will assessed per Appendix F.

## APPENDIX E

### GENERAL TERMS AND CONDITIONS (Supply Contracts) (Revised 4/17/08)

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.

"Vendor" shall mean the person or entity entering into the contract to provide the supplies 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.

"Supplies" shall mean the equipment, goods, materials or other items to be provided by Vendor to ARRC under the contract.

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

3. Claims. Any claim by Vendor for additional compensation or equitable adjustment arising under this contract which is not disposed of by mutual agreement must be made by Vendor 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 Vendor 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 Vendor 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 Vendor shall post in conspicuous places,

available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Vendor 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 Vendor 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 Vendor'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, Vendor shall be entitled to receive payment in accordance with the payment provisions of this contract for supplies delivered to ARRC and, as to work in progress prior to receipt of notice, ARRC shall pay Vendor only for direct expenditures on work specifically identified to this contract. Vendor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided. However, in no event shall ARRC be liable for incidental, consequential, or punitive damages, overhead or other direct or indirect costs, or lost profits. Payments made under this contract shall not exceed the aggregate price specified in this contract.

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

(1) The Vendor 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 Vendor 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 Vendor's expected performance and Vendor 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) Vendor 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, Vendor shall immediately discontinue all work and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise. In the event of termination for default, Vendor shall be liable for any damage to ARRC resulting from the Vendor's nonperformance. 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 Vendor 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. No such approval shall relieve Vendor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Vendor'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.

8. Payment of Taxes. As a condition of performance of this contract, the Vendor shall pay all federal, state, and local taxes incurred by the Vendor 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. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions which could be a violation of Alaska Statute 39.52 et seq. Vendor 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 Vendor'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 Vendor or its employees violate the provisions of this section.

11. Covenant Against Contingent Fees. Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, 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.

12. Warranty. Vendor warrants that the equipment, goods, materials or other supplies sold to ARRC under this contract: (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. Vendor 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.

13. Indemnification. The Vendor shall indemnify, save harmless and defend ARRC, its officers, agents and employees from all liability of any nature or kind, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, product defect, negligent or wrongful acts of the Vendor, its subcontractors or anyone directly or indirectly employed by them in the performance of this contract, provided that Vendor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of ARRC.

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

15. 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.

16. Savings Clause. If any one or more of the provisions contained in the 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.

17. 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.

18. 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.

19. Conflict of Interest. Vendor 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 Vendor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.

20. Publicity. Vendor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and other supplies furnished under this contract without the prior written consent of the ARRC.

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

22. Internal Controls and Record Keeping. Vendor 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.

23. Force Majeure. Neither ARRC nor Vendor 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 equal or unequal 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.

24. Set Off. If ARRC has any claim against the Vendor 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.

25. Observance of Rules. The Vendor's personnel performing work hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work.

26. 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.

27. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Vendor 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 Vendor.

28. Invalid Provision. The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects as if such invalid or enforceable provisions were omitted.

29. Packing, Marking and Shipping All supplies shall be properly packaged to prevent damage or deterioration and to obtain the lowest transportation rates. ARRC will pay no charge for preparation, crating, dunnage or other materials unless separately stated in this contract. Each packing slip, bill of lading, invoice, container, tag and correspondence shall bear the applicable contract number and the location to which the supplies are to be shipped. A waterproof Master Packing Slip shall accompany each shipment and shall be included in one of the packages marked "Packing Slip Inside" or in the case of a carload shipment, be conspicuously displayed on the inside of the freight car. The original Bill of Lading shall be mailed to the attention of ARRC Supply Management Department on date of shipment.

30. Improper Delivery. If for any reason the Contractor fails to make timely delivery, ARRC may, at its option, approve a revised delivery schedule, request shipment via air or expedited routing (at Contractor's expense) or terminate this contract without any liability. Contractor will not, however, be liable for damages resulting from delays in delivery due to causes beyond Contractor's reasonable control, provided Contractor promptly notifies ARRC in writing of any such delay or expected delay as soon as such delay or expected delay becomes or should have become apparent. The remedies provided in this paragraph shall be cumulative and in addition to any other or further remedies ARRC may have.

31. Shipping Release. The Contractor shall not ship any of the supplies covered by this contract, unless specific delivery dates or written instructions are furnished to Contractor by ARRC. ARRC shall have no responsibility for supplies for which delivery dates or other written instructions have not been provided. Shipments in excess of those authorized may be returned to Contractor and Contractor shall pay ARRC for all expenses incurred in connection with such shipments. ARRC may change or temporarily suspend shipping schedules specified in this contract or written instructions.

32. Inspection/Rejection. Notwithstanding prior shipment, all supplies are subject to inspection and acceptance by ARRC within a reasonable time after they arrive at destination. ARRC shall notify Contractor if any supplies are rejected for any reason or if there are shortages. At ARRC's election, rejected supplies may be held for Contractor's account or returned to Contractor at Contractor's risk and expense. No replacement or correction of defective or nonconforming supplies shall be made by Contractor without written authorization from ARRC. Contractor shall promptly ship any shortages after notification of the same by ARRC.

33. Compliance with Laws and Regulations. Contractor agrees that in the performance of this contract it will comply with the requirements of all applicable Federal, State and local statutes, regulations and orders and will indemnify and save ARRC harmless from any claim, loss or damage arising from Contractor's violation or alleged violation of them.

34. Reduction in Contractor's Cost Any reduction in Contractor's costs resulting from a reduction in freight rates, custom duties, import taxes, excise taxes and/or sales taxes from those in force on the date of the contract is to be paid to ARRC by Contractor in reduction of the price of the ordered supplies.

35. Payments. Payments for supplies furnished under this contract will be due thirty (30) days after the later of (1) receipt of the supplies established in the contract, (2) receipt of proper billing for such supplies, and (3) receipt of all documents required by this contract. ARRC shall not be liable for interest charges on late payments.

**APPENDIX F**  
**SPECIFIC TERMS AND CONDITIONS**

**F.O.B. POINT:**

All prices are F.O.B. ARRC; 485 Ocean Dock Road Anchorage, Alaska

**TERMS AND CONDITIONS:**

Any resulting contract from this Invitation to Bid shall incorporate the attached general 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 in. Consideration for award will be provided to complete bids only. If a bidder wishes to supply additional information, it may be included along with the bid in the sealed bid envelope.

**PRICES:**

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

**ALASKA RAILROAD CORPORATION 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 ARRC.

**BIDDER/VENDOR TERMS AND CONDITIONS:**

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

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.

**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.

**MATERIAL:**

ARRC reserves the right to determine if the equipment meets the specifications intended.

LATE DELIVERY LIQUIDATED DAMAGES:

Should the Delivery Date be after the Scheduled Delivery Date for this piece of equipment, ARRC may deduct from the amounts due the vendor/contractor hereunder as liquidated damages, and not as a penalty, the sum of **\$285 for each week of delay** ("Week" is defined as a 7 day period beginning at 12 o'clock am of the day after the specified Delivery Date.)

Liquidated damages shall not, in any event, exceed twenty percent (20%) of the Contract Price.

**APPENDIX G**

**COST SCHEDULE  
ITB #22-27-209184**

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. Each vehicle must comply with the specifications as spelled out in Appendix B.

All prices quoted must be F.O.B. Anchorage, Alaska

**Base Bid**

Description	Qty	Unit Price
New Terminal Tractors	6 ea	\$ _____/ea

**Scheduled Delivery Date:**

Your bid should indicate the earliest firm delivery date, for the first unit, after receipt of award. ARRC shall fully expect the successful contractor to completely satisfy contract performance requirements in accordance with firm delivery date offered in the Cost Schedule.

**Scheduled Delivery date:** Please indicate the earliest possible delivery date after receipt of order:

\_\_\_\_\_ 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. Award will be based on all units, including option units. The Alaska Railroad Corporation reserves the right to determine that all offered materials will serve the application intended. Award will be made in the aggregate or by line item, whichever is deemed in the best interest of the Alaska Railroad by the Contract Administrator.

The bid award is contingent on the availability of Alaska Railroad Corporation funds.

COMPANY NAME

BY AND FOR THE BIDDER

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

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

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

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

\_\_\_\_\_  
CONTACT E-MAIL

