



**ALASKA RAILROAD CORPORATION**  
327 W. Ship Creek Avenue,  
Anchorage, AK 99510-7500  
Tel: 907.502.0007  
HumphreyC@akrr.com

July 22, 2021

**INVITATION TO BID 21-22-207950**  
**PURCHASE of One (1) Traveling Axle Trailer**

Response Requested,

This form must be completed and returned to insure receipt of future addenda or additional information. Email to: [HumphreyC@akrr.com](mailto:HumphreyC@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 Corporate, Procurement, then Solicitations. Bidders must acknowledge the receipt of all issued addendums in their proposal/bid submittal.**

Company Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax \_\_\_\_\_  
Email Address \_\_\_\_\_

The Alaska Railroad Corporation web site [www.alaskarailroad.com](http://www.alaskarailroad.com)



THIS IS NOT AN ORDER

INVITATION NUMBER: 21-22-207950  
DATE OF INVITATION: JULY 22, 2021

SEALED BIDS WILL BE  
RECEIVED AT:

Alaska Railroad Corporation  
327 West Ship Creek  
Anchorage, Alaska 99501

PASSWORD PROTECTED BIDS MAY BE EMAILED TO:

[HumphreyC@akrr.com](mailto:HumphreyC@akrr.com)

UNTIL 3:00 P.M. LOCAL TIME ON **AUGUST 12, 2021**  
AT WHICH TIME BIDS WILL BE PUBLICLY OPENED.

### **PURCHASE of One (1) Traveling Axle Trailer**

The Alaska Railroad Corporation (“ARRC”) is soliciting bids from interested parties to supply the material as specified herein. Interested parties are invited to submit a bid to supply said items to ARRC. Bids must be submitted on the bid form contained herein and must be mailed or delivered to the above address. Bids received via facsimile transmission will be considered non-responsive. The bid shall be in a sealed envelope with the bid number 21-22-207950 clearly printed on the face of the envelope. Bids must be complete and in U.S. dollars. See instructions and conditions enclosed herein.

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

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

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

**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.

**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 3.0% in federal fiscal years 2019-2021 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.

Please direct all responses and/or questions concerning this invitation to bid to Candice Humphrey, Alaska Railroad Corporation, telephone number 907-502-0007, email address [HumphreyC@akrr.com](mailto:HumphreyC@akrr.com). Questions must be submitted in written form prior to August 1, 2021. Questions submitted after that date will not be accepted.

Sincerely,

Candice Humphrey  
Contract Administrator Specialist  
Alaska Railroad Corporation

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## REQUIRED DOCUMENTS

**SUBMITTALS 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. Contractors Responsibility Questionnaire
2. Supply Bid Form
3. Cost Schedule

## 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.

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.**

## **APPENDIX B**

### **STANDARD INSTRUCTIONS AND CONDITIONS FOR THE SUBMISSION OF BIDS TO THE ALASKA RAILROAD CORPORATION**

#### **1. 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.

#### **2. Bidder's 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.

#### **3. 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's responsibility to ascertain prior to submitting a bid that he/she has received all amendments issued.

#### **4. Submission of Bids**

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

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

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

#### **5. 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 a 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

## **6. Late Submissions, Modifications, and Withdrawals of Bids/Proposals**

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

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

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

## **7. Preparation of Bids/Proposals**

7.1 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.

7.2 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.

7.3 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.

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

## **8. 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. In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to ARRC that might result from making more than one award (multiple awards).

## **9. Reservations**

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

9.1 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.

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

9.3 ARRC may cancel any contract, if in its opinion the vendor fails at any time to perform adequately, or if there is any attempt to willfully impose goods/services upon ARRC which are, in ARRC's opinion, of an unacceptable quality. Any action taken pursuant to this latter stipulation

shall not affect or impair any rights or claim of ARRC to damages for breach of any covenants of the contract by the vendor.

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

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

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

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

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

## **10. 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.

## **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.

## **12. Availability of Funds**

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

## **13. 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.

## **14. 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.



## **APPENDIX C SPECIFICATIONS**

SPECIFICATION Traveling Axle Equipment Trailer  
5th Wheel Gooseneck with Hydraulic Traveling Axles  
Minimum 110,000 Pound Capacity

### GENERAL SPECIFICATION:

- It is the purpose of this specification to describe a new, and of the manufacturer's latest current model and design,
- minimum 110,000 pound capacity, hydraulic traveling 3 axles, 5th wheel hitch equipment trailer, with winch. Unit to
- include all standard equipment and accessories as advertised in manufacturer's brochure and specification sheet of
- model offered, unless otherwise specified herein.

### APPLICATION:

- This unit will be hauling heavy equipment and attachments with operating weights of up to 75,000 pounds. Unit will
- be subject to varying terrain and weather conditions to minus 60 degrees Fahrenheit.

### DOCUMENTATION REQUIRED:

- A basic manufacturer's product brochure and specifications describing the unit being bid is to be provided.

### TYPICAL UNITS:

- LANDOLL model 455B-53 or approved equal; provided all of the following specifications are met. Any other manufactures brand and model offered must be pre-approved prior to bid submittal.

### MINIMUM PERFORMANCE REQUIREMENTS:

- Minimum safety factor of two (2) to one (1) with 80,000 PSI high yield strength flanges and 80,000 to
- 100,000 PSI high yield strength through out.
- Trailer to be capable of carrying maximum GVW at 55 MPH.
- Must be capable of carrying a load center concentration of 70,000 pounds minimum within any 10 foot section of the main deck.
- Axle hydraulic rod cylinder rods to be heated treated, nickel base with chrome plating.
- Tilt deck hydraulic cylinder rods to be chrome plated and in protected (retracted) position when in travel position.

### DECK:

- Main Deck:
- Single dropped deck to be level with no openings over tires.
- Width: 120 inches.
- Height: Maximum 40 inches at rear, light.
- Length: Minimum main deck length of 43 foot.
- Load Angle: Maximum seven (7) degrees, accomplished by use of a hydraulic traveling axle system and hydraulic tilting goose neck. The approach lip is not to exceed two (2) inches in height.
- Main deck, when angled, forms a ramp to the upper deck/gooseneck.

- Apitong Hardwood on main deck as listed in OEM trailer manufacture brochure, longitudinal with a minimum 1 3/8-inch nominal thickness.

Gooseneck:

- Same width as main deck with approximately nine (9) foot of length.
- Kingpin, with a setting of minimum 16 inches from the front of the trailer.
- Kingpin plate to be hinged and be minimum 1/2- inch thick, 80,000 yield material.
- Swing Clearance: 80 inches minimum.
- Fifth (5th) Wheel Height: 48 inches.
- Hardwood on main deck as listed in OEM trailer manufacture brochure, longitudinal with a minimum 1 3/8-inch nominal thickness.
- Tool Box: Twin Upper Deck Mounted with Lockable Door (7"H x 34"W x 29"D)

Winch:

- Hydraulic driven, minimum 30,000 pound capacity. With air release and 2 speed function.

Cable and Chain:

- Cable to be 85 foot in length x 5/8 (0.625) inch diameter Flex-x9 wire rope. The end of the cable shall be equipped with three (3) foot length of grade 80, 5/8 (0.625) inch lead chain and chain hook. The chain shall be attached to the cable by a 5/8 "swivel chain connector.
- To include "Free Wheel" capability.
- To include cable roller guide.
- Wireless remote
- Winch guard

Lash Rings:

- Heavy-duty (HD) angled "D" rings, mounted on outer side beam.
- Gooseneck to have two (2) on each side.
- Main deck, starting at two (2) foot from the front, to be spaced about every four (4) Foot, each side.
- Double key hole chain slots with stake pockets, on 16" centers on outer frame rails
- 3/8" x 3" flat rub rails , both sides, upper and lower deck

FRAME and CHASSIS:

- Four beam main frame construction.
- Cross Members: maximum distance of 12 inch centers.
- Air Ride Suspension: HENDRICKSON-TURNER or RIDEWELL, or NEWAY underslung. To include dump valve.

Hydraulics:

- Hydraulic power will be supplied from the State provided host truck's hydraulics. 2500 PSI with 20 GPM
- Hydraulic hook ups shall include quick couplers. The location for the hook ups shall be at the front of the gooseneck with the electrical and air connections.
- Hydraulic valve block to have flow control valve to prevent over pressurization of system.
- Hydraulics shall control:
  - Cylinders to raise and lower the main deck to the goose neck.
  - Cylinder(s) to slide trailer wheel assembly fore and aft.

Winch.

- Control station, shall be wireless.
- REX ROTH safety valves on cylinders.
- To include 6 way wireless remote pendent

Axles:

- Equipped with air ride suspension
- Oil bath type.
- To have three (3) axles with dual wheels with a minimum of 22,500 pound capacity per axle.
- Axle Spread: 60 inch minimum.
- Oil seals to be low temperature, STEMCO or equivalent.
- Axle slide/travel to be on steel rollers.
- Axles to lock into pockets for transport.
- Tires and Wheels:
- To be steel belted radials 235/75R17.5 (Double coin tires on steel wheels), load capacity to carry the maximum GAWR rating of trailer.

Wheels:

- 17.5 steel, 10-hole hub piloted disc wheels.

Brakes:

- ABS with 4-sensors and 2-modulators, full air, 16.5 x 7 inch. S-Cam, automatic slack adjusters, and spring brakes on all axles.
- To include arctic type hoses (AEROQUIP or GATES).
- All axles to have maxi cans.
- Standard glad hands, plastic are not acceptable.
- To include safety breakaway valve, automatically applying, in the event of line breakage or low air pressure.
- Any air tanks are to include bleeder valves (automatic or manual), located in protected areas.
- Jack Stands: Dual, hand crank two (2) speed, 100,000 pound minimum total capacity.
- Mud flaps, HD rubber.

ELECTRICAL:

Lighting:

- 12-volt, ICC and DOT approved, rubber mounted.
- Side marker, stop and tail light to be LED. "GROTE "Super Nova"
- Stop, turn, tail, and backup are to be minimum four (6) inch diameter round or similar area size if rectangular.
- Lighting to be included at control station.
- License plate light and bracket.
- Strobe lights in rear bumper (1 blue, 1 yellow)
- Harness to be Grote "Ultra-Blue seal"
- Lighting to be quick disconnect and shock mounted.

Wiring:

- Wiring harness to be neoprene compression sealed.
- Wiring to be continuously numbered or color coded.
- Connections to be molded design or heat shrink covered.
- Wiring to be grouped in conduit, cable, or harness where possible.
- Professionally routed with grommets and securement devices as necessary.

- Grouped Wire harness(s), air hoses and hydraulic lines, that supply under carriage, to be in heavy plastic flex chain with individually changeable links
- Electrical connection (for trailer lighting and the ABS system) to be a seven (7) pole POLLACK #11-724 split pin poly/glass socket with a POLLACK #11-761 socket boot, or PHILLIPS'/ GROTE equivalents.
- Wire position #1, white, 10-gauge, for ground.
- Wire position #2, black, 12-gauge for clearance, side marker, and identification lamps.
- Wire position #3, yellow, 12-gauge, for left turn.
- Wire position #4, red, 12-gauge, for stop lights.
- Wire position #5, green, 12-gauge, for right turn.
- Wire position #6, brown, 12-gauge, for tail and license plate.
- Wire position #7, blue, 12-gauge, for ABS power.

Chassis to trailer power:

- To include a POLLACK #15-212 coiled cord that has the POLLACK #11-910 Weather beater
- poly/glass plugs with cable guards on both ends and is approximately 8 foot in length or equivalent .

MISCELLANEOUS:

- All air tanks are to include bleeder valves (automatic or manual), located in protected areas.
- Weight: The total unladen weight, as specified herein, is not to exceed 27,000 pounds.
- Spare Tire and wheel (To be matched to what is on trailer)
- Centralized grease system
- Side opening tool box
- Railroad track for upper and lower deck
- Railroad track guide on approach
- Extreme undercarriage travel cylinders heated treated and nickel chrome plated
- Shock straps

Paint:

- Hot dip galvanized under carriage and trailer
- Powder coat WHITE with Zinc rich primer
- Underside, including insides of beams to be primed, powder coat, and undercoated.
- D.O.T. approved conspicuity tape.
- Flag holders, front of deck, and rear of trailer.
- Fold out step, LF of main deck
- Hub meter
- Centralized lube system
- OPTIONAL ORDER ITEMS, Pricing is required:
  - (3) 25,000 pound axles in lieu of (3) standard 22,500 pound axles.
  - Heavy Duty Metal Rock/Dust guards on all brakes.
  - ACCURIDE / nylon (or approved similar) installed on each axle hub and between each dual wheel.
  - Traction approach plate, bolt on.

**APPENDIX D  
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 E**

**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                      Facsimile Number                      Form 395-0132

**APPENDIX F**  
**GENERAL TERMS AND CONDITIONS**  
**(Supply Contracts)**  
**(Revised 4/17/08)**

[https://www.alaskarailroad.com/sites/default/files/procurement/General\\_Terms\\_Conditions-Supply\\_Contracts\\_4-17-08.pdf](https://www.alaskarailroad.com/sites/default/files/procurement/General_Terms_Conditions-Supply_Contracts_4-17-08.pdf)

**APPENDIX G  
COST SCHEDULE**

**Purchase of Traveling Axle Trailer**

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 C.

**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. Award will be made in the aggregate. The bid award is contingent on the availability of Alaska Railroad Corporation funds.

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

<u>Description</u>	<u>Quantity</u>	<u>Price</u>
<b>5<sup>th</sup> Wheel Travel Trailer</b>	<b>1 Each</b>	<b>\$ _____ Total</b>

**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 date offered in the Cost Schedule.

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

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

Item #	Unit	Description	Total Amount
1a	ea.	53' 5th Wheel Gooseneck with Hydraulic Traveling Axles	\$
		Year, Make & Model Offered:	
1b	ea.	Toolbox, HD, lockable top hinged, approximately 7Hx25Wx22L (Inches) for chains and binders with drain holes at each bottom corner, powder coated, inside and out, with aluminum bottom panel.	\$
1c	ea.	Fold out strobe lights	\$

1d	ea.	(3) 25,000 pound axles in lieu of (3) standard 22,500 pound axles	\$
1e	ea.	Heavy Duty Metal Rock/Dust guards on all brakes	\$
1f	ea.	ACCURIDE / nylon (or approved similar) installed on each axle hub and between each dual wheel	\$
1g	ea.	Traction approach plate, bolt-on	\$
<b>Total for Award Purposes (Items 1a – 1g)</b>			\$

COMPANY NAME

BY AND FOR THE BIDDER

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

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

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

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

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