

# Fairbanks Pipeline Training Center Trust



## REQUEST FOR PROPOSAL

RFP-2024-10 #03

## REQUEST FOR PROPOSAL FOR THE PURCHASE OF ONE NEW/USED EXCAVATOR

Proposals shall be submitted to:

Amy Schumacher, Director  
[aschumacher@fairbankspipelinetraining.com](mailto:aschumacher@fairbankspipelinetraining.com)

and

Mary Beth Markey, Grants Administrator  
[mmarkey@fairbankspipelinetraining.com](mailto:mmarkey@fairbankspipelinetraining.com)

Fairbanks Pipeline Training Center Trust

Issued October 7, 2024

## 1 REQUEST FOR PROPOSAL DESCRIPTION

The Fairbanks Pipeline Training Center Trust (FPTCT) is issuing this Request for Proposal (RFP) to solicit the best overall Proposal for the purchase of one (1) NEW/USED Excavator. FPTCT intends to select the Bidder who, in FPTCT's judgment, presents a complete proposal which meets FPTCT's objectives to the greatest extent and fulfills the evaluation criteria contained within this RFP. The Proposal, as used in this RFP, is defined as the acquisition of one (1) NEW/USED Excavator.

Bidders must submit with their proposal the latest printed specifications and pictures on the unit they propose to furnish. Prices quoted shall include any applicable sales tax.

## 2 GENERAL CONDITIONS

As per the specifications provided, each Bidder is invited to submit pricing for One (1) NEW/USED Excavator. Bidders shall reply to the specifications in Section 4 below. All items in these specifications must be answered indicating compliance or noncompliance.

Each Bidder shall submit a set of specifications outlining the exact vehicle proposed. Submission of items not detailed in the specifications shall be cause for disqualification. It is the intent that the specifications clearly identify the furnishing and delivery of complete vehicle as specified. Bids submitted will be reviewed and evaluated based on the specifications, quality, and price.

FPTCT shall be the sole determining organization as to the award of the bid, and the lowest price may not necessarily be awarded.

### 2.1 PROPOSAL SUBMISSION

All proposals must be complete, signed by an authorized official of the company, and shall be delivered to FPTCT in accordance with the instructions set out herein. The Submission Closing Date is **Friday, November 15<sup>th</sup>, 2024**, at 3:00 pm (AKST). Emailed revisions to the original submission will be accepted until the Submission Closing Date. FPTCT reserves the right to solicit additional bids following the Closing Date if an insufficient number of bids is received. Bidders are expected to hold the equipment through the anticipated award date of **November 29<sup>th</sup>, 2024**.

### 2.2 ADDRESS OF SUBMISSION

EACH BIDDER IS REQUESTED TO DELIVER THEIR PROPOSAL BY EMAIL ONLY, ON OR BEFORE THE SUBMISSION CLOSING DATE TO:

Amy Schumacher, Director  
[aschumacher@fairbankspipelinetraining.com](mailto:aschumacher@fairbankspipelinetraining.com)

and

Mary Beth Markey, Grants Administrator  
[mmarkey@fairbankspipelinetraining.com](mailto:mmarkey@fairbankspipelinetraining.com)

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### 2.3 BIDDERS REPRESENTATIVE

Each Bidder is requested to designate, within seven (7) days of receiving this RFP, one individual to whom any additional information deemed relevant to this RFP may be communicated. The attached RFP Acknowledgement Form is to be filled out and returned by email to Fairbanks Pipeline Training Center Trust.

### 2.4 RIGHT TO CANCEL RFP AND TO ACCEPT PROPOSALS

The RFP is solely a Request for Proposal. It is not an invitation for tenders, an offer to contract, or an invitation for offers capable of acceptance to create a contract. No contractual or other legal obligations or relations between FPTCT and any other person can or will be created except in a written contract executed by two authorized signatories of FPTCT under the authority of an express resolution or bylaws of the Fairbanks Pipeline Training Center Trust.

In considering any responses delivered in response to this RFP, FPTCT (including through FPTCT's Representative) reserves the absolute and unfettered discretion to:

- accept or reject any Proposal that fails to comply with the requirements set out in this RFP for the content of Proposals;
- disqualify more than one Proposal from an individual, firm, partnership, or association under the same or different names. Collusion between Bidders will be sufficient cause for rejection of all Proposals so affected;
- assess Proposals as it sees fit, without in any way being obliged to select any Proposal or Bidder;
- assess and select Proposals as it sees fit without being obliged in any way to select the Proposal that offers the lowest price or cost;
- determine whether any Proposal or Proposals satisfactorily meet the selection criteria set out in this RFP;
- require clarification after the dates and times set out above from any one or more of the Bidders in respect to Proposals submitted;
- communicate with, meet with, or negotiate with any one or more of the Bidders respecting their Proposals or any aspects of said Proposal;
- reject any or all Proposals with or without cause, whether according to the selection criteria set out above or otherwise.

Each Bidder is solely responsible for the risk and cost of preparing and submitting its Proposal in response to this RFP and neither FPTCT nor its officials, employees, or consultants (including FPTCT's Representative) are liable for the cost of doing so or obliged to remunerate or reimburse any Bidder for that cost. By submitting its Proposal to FPTCT, each Bidder represents and warrants to FPTCT that the information in its Proposal is accurate and complete.

This RFP does not impose on FPTCT any duty of fairness or natural justice to any or all respondents with respect to this RFP or to the process it creates. FPTCT is entitled to act in its sole, absolute, and unfettered discretion.

## 2.5 CHANGES TO THE REQUEST FOR PROPOSALS

Any changes or revisions to this RFP will be issued to all Bidders in writing as a formal addendum to the RFP. Prior to the Submission Closing Date, FPTCT may modify any provision or part of the RFP at any time upon notice in writing to the Bidders, if a reasonable time is allowed by FPTCT for the Bidders to respond to such modifications including, without limitation, the opportunity to make any necessary changes to their respective Proposals. Any Proposals that have been modified by the addition of clauses or qualifiers may not be accepted.

## 2.6 CLARIFICATION, AMENDMENT OR WITHDRAWAL OF PROPOSALS

FPTCT reserves the right to request that each Bidder clarify or make changes to its Proposal. FPTCT may choose to meet with some or all of the Bidders to discuss aspects of their Proposal. FPTCT may require Bidders to submit supplementary documentation clarifying any matters contained in their Proposals or FPTCT may prepare a written interpretation of any aspect of a Proposal and seek the respective Bidders acknowledgement of that interpretation.

The supplementary documentation accepted by FPTCT and written interpretations which have been acknowledged by the relevant Bidders shall be considered to form part of the Proposals received from those Bidders. FPTCT is not obliged to seek clarification from any Bidder with regard to any aspect of their Proposal. A Bidder is entitled to amend its Proposal at any time before the Submission Closing Date.

The Bidder may amend or withdraw their Proposal at any time before the Submission Closing Date.

## 2.7 INQUIRIES

All requests for clarification or inquiries concerning this RFP should be forwarded in writing by no later than one week prior to the Submission Closing Date. Inquiries to be sent to FPTCT's Representative:

Amy Schumacher, Director  
[aschumacher@fairbankspipelinetraining.com](mailto:aschumacher@fairbankspipelinetraining.com)

and

Mary Beth Markey, Grants Administrator  
[mmarkey@fairbankspipelinetraining.com](mailto:mmarkey@fairbankspipelinetraining.com)

Fairbanks Pipeline Training Center Trust

Responses to all requests for clarification will be provided in writing to the persons identified as the Bidders' representative. Responses to all inquiries where the inquiry does not amount to a clarification will be provided by FPTCT in writing only to the Bidder making the inquiry. (e.g., inquiry as to whether proprietary technology proposed to be used by the Bidder is acceptable to FPTCT).

## 2.8 INCOMPLETE PROPOSALS

FPTCT reserves the right to reject any Proposal whether or not completed properly and whether or not it contains all the required information. Without prejudice to this right, FPTCT may request clarification where any Bidder's intent is unclear and may waive or request amendment where, in the opinion of FPTCT, there is a minor irregularity or omission in the information that is to be submitted in a Proposal.

## 2.9 MISLEADING OR FALSE INFORMATION

If FPTCT determines that a Proposal contains false or misleading information, FPTCT is entitled to reject that Proposal at any time as being invalid.

## 2.10 CONFIDENTIALITY OF PROPOSALS

FPTCT is subject to the Freedom of Information and Protection of Privacy Act. That Act creates a right of access to records in the custody or under control of FPTCT, subject to the specific exceptions in that right set out in the Act. FPTCT will receive all Proposals submitted in response to this RFP in confidence. Because of the right of access to information created by that Act, FPTCT does not guarantee that information contained in any Proposals will remain confidential if a request for access in respect of any Proposal is made under the Act.

Bidders are required to keep their Proposals confidential and must not disclose their Proposals or information contained in them, to anyone else without the prior written consent of FPTCT.

## 2.11 PROPRIETARY INFORMATION

If a Bidder considers that any part of its Proposal is proprietary, including by reason of its being copyright, the Proposal must clearly identify those portions that are considered proprietary.

## 2.12 WAIVER AND ALLOCATION OF RISK

FPTCT accepts no responsibility or liability for the accuracy or completeness of this RFP (including schedules or appendices to it) or of any recorded or oral information

communicated or made available for inspection by FPTCT (including through FPTCT's Representative or any other individual) and no representation or warranty, either express or implied, is made or given by FPTCT with respect to the accuracy or completeness of any of those things. The sole risk, responsibility, and liability connected with reliance by any Bidder or any other person on this RFP or any other such information as is described in this paragraph is solely that of each Bidder. Each Bidder acknowledges and agrees that it is solely responsible for obtaining its own independent financial, legal, accounting, engineering, and other advice with respect to the contents of this RFP or any such information as described in this paragraph.

Each Bidder who submits a Proposal to FPTCT is deemed to have released FPTCT from, and waived, any action, cause of action, claim, liability, demand, loss, damage, cost, or expense, of every kind, in any way connected with or arising out of the contents of this RFP or any such information as is described in this paragraph. Each Bidder who submits a Proposal is deemed to have agreed that it is solely responsible and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and to prepare its Proposal.

### 2.13 LOWEST PRICE

The Proposal with the lowest quoted cost(s) or other quoted amounts will not necessarily be selected. While cost is an important element in the selection process, it is to be clearly understood that it is only one of the many factors that FPTCT will consider in evaluating Proposals as described in a following section.

### 2.14 LEGISLATION, REGULATIONS, BY-LAWS, AND CODES

Each Bidder and/or any Person acting under its direction, must identify and comply with all laws, regulations, by-laws, rules, and codes relating to the Proposal imposed by any governmental authority. This will include compliance with the regulatory and approval requirements of the Government of the United States.

### 2.15 BIDDERS RESPONSIBILITY FOR DUE DILIGENCE

It is each Bidder's responsibility to ensure that it has all necessary information concerning the intent and requirements of this RFP and the Proposal.

Each Bidder is solely responsible for the examination and review of all documents and information provided or required hereunder, for satisfying itself as to the nature of the Proposal, the general and local conditions to be encountered in the implementation of the Proposal, and all other matters which may in any way affect the Proposal or the cost or time required to complete the Proposal.

### 2.16 NEGOTIATIONS WITH PREFERRED BIDDER

If FPTCT selects a Preferred Bidder, FPTCT will enter into negotiations with the Preferred Bidder. If FPTCT considers that it is unlikely to settle such agreements with the Preferred Bidder despite having negotiated with the Preferred Bidder for at least 10

days after selection of the Preferred Bidder, FPTCT is entitled to cease negotiations with the Preferred Bidder and to begin negotiations with another Bidder.

### **3 BIDDING PROCEDURES**

#### **3.1 SUBMISSION SCHEDULE**

The following dates are a requirement to be met:

RFP Issuance	October 7, 2024
RFP Close	November 15, 2024
Anticipated Award of RFP	November 29, 2024

#### **3.2 ADDENDA**

FPTCT's Representative may, at any time prior to the submission deadline, issue an addenda correcting errors, discrepancies, or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein. FPTCT's Representative will issue each addendum at least two (2) business days prior to the submission deadline or extend the submission deadline by two (2) business days. The Bidder shall acknowledge by email receipt of each addendum within their Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

#### **3.3 PROPOSAL SUBMISSION**

Bidders shall include a Proposal in an email with the subject "Proposal for the FPTCT Purchase of NEW/USED Excavator." The email shall include the Proposal with the following information:

- a. Company profile and industry experience.
- b. After sales support/ warranty - describe after sales support and technical support for equipment and full warranty details.
- c. Technical specifications - the technical proposal should address the deliverables and associated task requirements required by the scope of service.
- d. Possession Schedule - what date from the award of contract can FPTCT expect to take possession.
- f. Evidence of title and ownership records, including any liens.
- g. Rental/lease record for a minimum of five years.
- h. Minimum of at least 3 years of all repairs, maintenance, and service records for all 3 units.
- i. Oil analysis- must provide for engine, hydraulics, final drives, transmission.
- j. Photos of overall machine (all four sides and top view if possible) winches, booms, undercarriage, controls, operator's cabin, engine.
- k. Sample purchase contract.

- I. The base price and all applicable taxes shown separately.

The Proposal shall also include the following statement signed by the Bidder:

We, (Company Name) \_\_\_\_\_ the Bidder, being fully acquainted with the requirements and intent of the specifications, do hereby quote the following sum for the Purchase of One (1) NEW/USED Excavator.

Year, Make & Model Number: \_\_\_\_\_

Base Price: \$ \_\_\_\_\_

TOTAL PURCHASE PRICE: \$ \_\_\_\_\_

Total Amount (in words): \_\_\_\_\_

Delivery of the completed vehicles shall be F.O.B. and released to the Fairbanks Pipeline Training Center Trust at 3605 Cartwright Court, Bldg. C Fairbanks, AK **on or before March 31, 2025.**

**For every thirty (30) calendar days past the above written delivery/possession date, it is FPTCT's intention to submit an invoice to the bidder in the amount of \$5,000.**

Note: Pricing provided shall be held firm for a maximum of thirty (30) calendar days.

### 3.4 OPENING OF PROPOSALS

Proposals will not be opened publicly. Proposals will be evaluated in accordance with the evaluation criteria stated in this document.

### 3.5 EVALUATION AND AWARD OF CONTRACT

Award of the contract will not be given until a full inspection of the unit has been performed by FPTCT. All bids shall be evaluated based on the specifications. Each specification criteria shall be ranked on a scale of 1 – poor, 2 – average, 3 – good, and 4 – excellent. The evaluation criteria shall be applied based on the information submitted. Additionally, following an initial evaluation of the bids, FPTCT may, at its discretion, perform on-site visit of machines with a master mechanic for confirmation of the bid submission and further technical evaluation of the machines

FPTCT will give notice of the award of contract or will give notice that no award will be made. Where an award of contract is made by FPTCT, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer as determined by the evaluation committee. FPTCT shall make payment through electronic wire transfer or ACH transfer upon confirmed possession by the FPTCT or its designated agent.



If, after the award of contract, the Proposal is canceled, FPTCT reserves the right to terminate the contract. The Bidder will be paid for all services rendered up to time of termination.

#### 4 SPECIFICATIONS

The following specifications are FPTCT’s preferred specifications for the requested equipment. While these specifications are preferred, FPTCT may be willing to award the RFP based on the proposed equipment meeting some but not all of the specifications. Accordingly, FPTCT encourages all bidders to propose any piece of equipment that respondent believes best fits the preferred specifications. If respondent has multiple pieces of equipment that meets some or all the specifications, respondent may submit proposals for more than one piece of proposed equipment.

##### Location and Manufacturing Specifications

Location & Manufacturing Specifications	Yes	No	Deviation
Unit must be fully functioning, safe, ready to use, with no structural damages to booms, no major repairs needed and no major fluid leaks present.			
Preferred equipment location is the United States or Canada.			
Preferred manufactured in the United States.			

## Technical Specifications

	Yes	No	Deviation
Preferred years of manufacture prior to 2014			
Preferred hours of service no more than 5,000 hours total time.			
Operating weight class of 50,000 lbs.			
Unit to have quick attach general purpose bucket with hydraulic thumb			
Cab to have heater, A/C, intake air filter system, and operator's manual			
Cab to have seat, floor mats and glass in good condition			
Boom, stick, and bucket pins to be good condition and accept grease			
Undercarriage- idlers, sprockets, carrier rollers, track rails, pads should be 75 percent-plus condition			
Unit to be winterized for arctic conditions			

## RFP Acknowledgement Form

RFP No: 2024-10 #03

Request for Proposal for the Purchase of One (1) NEW/USED Excavator

To receive any additional information regarding this RFP (e.g., amendments, etc.) please complete this form and return by email to:

Amy Schumacher, Director

[aschumacher@fairbankspipelinetraining.com](mailto:aschumacher@fairbankspipelinetraining.com)

and

Mary Beth Markey, Grants Administrator

[mmarkey@fairbankspipelinetraining.com](mailto:mmarkey@fairbankspipelinetraining.com)

Fairbanks Pipeline Training Center Trust

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_