



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

April 5, 2019

**REQUEST FOR PROPOSAL #19-13-207269**  
**ANCHORAGE SHOPS JANITORIAL SERVICES**

**Response Required:** This page must be completed and returned ensuring receipt of future addenda or additional information. Please e-mail this form to [goemerg@akrr.com](mailto:goemerg@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 addenda and will only be alerted to addenda by checking with the ARRC procurement officer or by checking ARRC's internet site: [www.akrr.com](http://www.akrr.com), select Procurement and then Solicitations. Bidders must acknowledge the receipt of all issued addenda in their proposal/bid submittal.**

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact \_\_\_\_\_

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

Email \_\_\_\_\_

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



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

April 5, 2019

## **REQUEST FOR PROPOSAL**

**#19-13-207269**

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

Janitorial Service – Anchorage **ARRC Shops Contract**

Sealed offers in **original and three (3) copies** will be received until **3:00 pm local time, April 26, 2019**. The envelope used for the submittal of your offer shall be plainly marked with the following information:

1. Offeror's name.
2. Offer number 19-13-207269
3. Date and time scheduled for the receipt of offers.
4. Sealed Offer: Janitorial Service – Anchorage ARRC Shops

**PRE-BID/Site Visit Conference:** A Pre-Bid Conference and Site Visit is scheduled for the following: **April 12 at 10:00 AM** at the AKRR General Office Building (GOB) 327 W. Ship Creek Ave. Anchorage, AK 99501

10:00 a.m. Meet in the Lobby of the GOB 327 W. Ship Creek Ave. Anchorage, AK. Please bring your PPE as hard hats and safety glasses will be required while in the shops.

It is not mandatory that offerors attend the pre-offer conference however, no other site inspections will be scheduled.

**EXPECTED START DATE OF CONTRACT IS MAY 15, 2019**

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.

This Request for Proposals 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.

#### 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 or Federal Highway Administrations. The ARRC currently has a 100% race-neutral DBE program and does not set DBE goals on individual contracts. Nonetheless, the ARRC aspires to achieve an overall DBE participation of 3.87% in FY 2018.



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 Request for Proposals to Greg Goemer, Alaska Railroad Corporation, 327 Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-2593, or email address [Goemerg@akrr.com](mailto:Goemerg@akrr.com)**

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- ATTACHMENT: SQUARE FOOTAGE

## SECTION A

### SPECIAL NOTICES, INSTRUCTIONS AND RFP INDEX

The Alaska Railroad Corporation (ARRC) proposes to award contract to procure the services of firms to provide janitorial care for ARRC Anchorage based office facilities. The objective of this contract is to meet the unique requirements of the ARRC by providing effective janitorial services and management of this service. The contractor is to work with the Manager of Facilities Contracts on day to day aspects of the contract to ensure proper performance of service.

For the purpose of this contract, facility locations will be as follows:

Anchorage Warehouse #1	General Repair # 27
TOFC Building # 2	
Anchorage Section #6	Car Shop # 28
Wheel Shop # 25	
Heavy Equipment Shop #26	Boiler Plant #29
Diesel Shop #26	Mechanical Office # 63
Electric Shop # 26	

For address location and square footage see Attachment

**COMPLIANCE WITH LAWS AND SAFETY 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 alleged violation of them.

**APPLICABLE LAW:** This contract, and all questions concerning the capacity of the parties execution, validity (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.

**ASSIGNMENTS:** Contractor shall not assign all or any part of this Contract or any of its rights hereunder without the prior written consent of ARRC. No assignment by Contractor, with or without ARRC's consent, shall relieve Contractor from its responsibility for performance of this contract. Subject to the foregoing restriction on assignments by Contractor, this contract shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. If Contractor is composed of more than one person and entity, each person and entity shall be jointly and severally liable

under this contract.

**TERMINATION AT OPTION OF ARRC:** ARRC at its option may terminate this contract in whole or in part by 30 day written notice to Contractor. Upon termination, ARRC shall pay Contractor only for direct expenditures of work specifically identified to this contract (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 paragraph shall not exceed the contract price.

**TERMINATION FOR DEFAULT OF CONTRACTOR:** If Contractor, (a) refuses or fails to make timely delivery as specified in this contract or in any shipping release to Contractor, or (b) fails to perform any other provisions of this contract and does not cure such failure within a period of ten (10) days after receipt of notice from ARRC specifying such failure, ARRC may, at its option, terminate in whole or in part this contract.

**HOLIDAYS:** The Alaska Railroad Corporation (ARRC) observes ten (10) holidays per year at which time the business offices are closed; however, some services performed by the railroad are functional every day. If your firm observes the same holiday schedule and your service employees are not expected to report to work areas on those days, cleaning tasks shall be performed the day before or the day after, whichever is not a regularly scheduled duty day. Listed below are the holidays that are observed by ARRC:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 12
Thanksgiving Holidays	Fourth Thursday and Friday in November
Christmas	December 25

**SECTION B**  
**SPECIFICATIONS**

**SECTION B.1**

SPECIFIC DEFINITIONS

The following definitions are used throughout this solicitation and ensuing contract(s). Meanings shall be as follows.

- 1.1 Contractor: The company or entity set forth and named as the person of firm of this contract and, where the context so references, shall include its employees and/or agents.
- 1.2 Contractor's Project Manager ("P.M."): The person appointed by the Contractor who shall have the full authority to act for the contractor in regards to all matters.
- 1.3 Contractor's Project Manager Designated Representative ("P.M.D.R."): The designated person appointed to act with certain authority as delegated by the Project Manager.
- 1.4 Contracting Officer ("C.O."): The designated person duly authorized to enter into, administer change orders, or terminate contracts on behalf of ARRC.
- 1.5 Manager of Facilities Contracts (MFC): The ARRC Facilities Department representative managing the contract on a day to day basis.
- 1.6 Contractor's Service Employees: Any person engaged by the Contractor to perform services as described in this agreement and who shall be so supervised by the contractor or his designated project managers or manager's representative.

## SECTION B.2

### SCOPE OF WORK AND PERFORMANCE SCHEDULE

**INTRODUCTION:** The Alaska Railroad Corporation (ARRC) is soliciting proposals from interested concerns to provide labor, materials, supplies, supervision, equipment, and other required items or services necessary to perform Janitorial Services in accordance with the Statement of Work and specifications.

- 2.1 Scope of Work: The Contractor shall furnish all labor, materials, supplies, supervision, equipment and other items or services necessary to perform the work as defined in these specifications to the satisfaction of the ARRC, except as referenced as ARRC furnished property and services in Appendix A.4. The Contractor must comply with all applicable Federal and State labor wage and hour, safety and associated laws which have a bearing on the services provided.
- 2.1.1 Period of Performance: The performance period of this contract shall be from **May 15, 2019**, through **May 31 2020**. The period of performance may be extended by ARRC at its option and mutual agreement by both parties for four (4) additional one year terms. If ARRC exercises this option, the extended contract shall be considered to include this option provision. The total duration of the contract including the exercise of any options shall not exceed five (5) years.
- 2.1.2 Price Escalation: Any proposed price change must be submitted in writing for ARRC's approval not less than thirty (30) days before it is scheduled to become effective. ARRC reserves the right to require Contractor's written justification of any proposed price increase and notwithstanding the termination clause set forth elsewhere herein, to terminate this agreement in whole or in part without prejudice to either party if it concludes that such price change is unacceptable.

### CONTRACTOR PERSONNEL

- 2.2 Contractor Personnel Roster: Contractor shall supply a personnel roster of the employees intended for performance of services under this contract. Employees shall be identified as Project Manager, service employee, etc.
- 2.2.1 Project Manager: The Contractor shall provide a Project Manager who shall have full authority to act for the Contractor while on ARRC properties.
- 2.2.2 Project Manager Designated Representative: The Project Manager shall appoint a representative to act for the office of Project Manager while on ARRC properties.
- 2.2.3 Contractor's Service Employees: Service employees must be recognizable as such while on ARRC properties. The contractor shall be responsible for insuring that the employees are identifiable by wearing distinctive clothing or badges, either of which must bear the Contractor's company name and the employee's name. Requirement shall be met no later than ten (10) days after award of contract. All employees of the



Contractor shall be at least 18 years of age.

- A. All employees working on ARRC property must complete an Alaska state criminal record background check before they begin work on ARRC property. Each contractor must present the ARRC with a current criminal records printout, and the ARRC will determine if an individual's criminal history should prevent a candidate from working on a ARRC contract. ARRC holds the right to remove from our property any contract employee as it sees fit.
- B. Contractor will provide an updated employee list, of employees working on ARRC property, monthly to the MFC.
- C. All employees will display their access badge while they are working on ARRC property.
- D. Each employee will badge through every door that has a badge reader. Access doors must remained closed or cannot be propped open.
- E. Employees will not grant access to other people to any area on ARRC property without permission of MFC.
- F. Contractor personnel may not use items that create a safety distraction such headphone, earphones, radios, etc.
- G. PPE: Hard Hats and safety glasses are required to be worn while in shop areas.
- H. Contractor will use normal safety standards of the industry when performing work such as using cautions signs, wearing appropriate clothing, using PPE, etc.

2.2.4 Employee Acceptability: The Contractor's employees shall be capable and experienced in custodial work, honest and dependable of character, clean and neat in appearance and free of communicable disease.

2.2.5 Grounds for Dismissal: The Contracting Officer may, in writing, require the dismissal of any employee performing work under this contract who is deemed incompetent, insubordinate, or otherwise objectionable, or whose continued employment is deemed contrary to public interest of inconsistent with the best interest of the ARRC.

2.2.6 The Project Manager and designated representative must be fluent in both the written and spoken English language.

2.2.7 Non-contractor personnel will not be allowed to accompany Contractor's employees during the performance of work periods, unless previous approval from the ARRC "CO" or "MFC" has been granted.

2.2.8 Meetings: The "PM" or "PMDR" shall meet with the ARRC "MFC" to discuss immediate problem areas.

2.2.9 Telephone Contact for Reporting Service Deficiencies: The Contractor shall insure that they, the "PM" or "PMDR" be accessible, either through direct telephone or telephone answering device, seven (7) days per week, should the need arise for immediate contact by the "CO" or "MFC". Response by return telephone call shall be accomplished with sixty (60) minutes after ARRC has placed its call. The reason for the contact will then be discussed and the nature of acceptable action settled. (See Deficiencies Paragraph 2.3.4 and 2.3.5.)

## QUALITY CONTROL/QUALITY ASSURANCE

- 2.3 Quality Control: The Contractor shall establish a complete Quality Control Program to assure the requirements of the contract are provided as specified. One (1) copy each of the Contractor's Quality Control Program, Utilities Conservation Practices Plan (paragraph 2.4), Key Control Plan (paragraph 2.5.2) and telephone contacts (paragraph 2.2.9) shall be provided with the offerors response. Prior to start date of the contract the program must be approved by the ARRC Contracting Officer.
- 2.3.1. Quality Control Program Updates: Proposed updated or changes which might have to occur during the contract performance period, must be presented to the "CO" for approval prior to implementation of changes.
- 2.3.2 Quality Assurance: The ARRC will monitor the Contractor's performance under this contract using the Contractor's Quality Control Program.
- 2.3.3 Performance Evaluation Meetings: The Project Manager shall meet with the "CO" or the "MFC" once a month during the contract to discuss overall performance. The Contractor's supervisor may be required to provide weekly inspections of the premises to identify any variations from the specification. A mutual effort will be made to resolve the problems identified.
- 2.3.4 Minor Deficiencies: Minor deficiencies such as failures to empty one (1) wastebasket will be called to the attention of the "PM". Such deficiencies shall be corrected during the next cleaning period. The "PM" shall take corrective action to prevent reoccurrence.
- 2.35 Major deficiencies: Major deficiencies such as failing to clean an office or restroom or allowing restroom supplies to become exhausted shall require prompt action. The Contractor will be notified by telephone by the "CO" or the "MFC" during ARRC's next day of work, as to the nature of the deficiency and the ARRC's desire to have the deficiency corrected. The Contractor will respond within two (2) hours of call and shall have service personnel on site to commence work to alleviate the deficiency. Should the Contractor fail to meet the two hour time limit, ARRC may then clean, re-supply, or take whatever action is necessary to correct the deficiency. ARRC's cost to performing said work shall be deducted from the Contractor's next payment.
- 2.36 Penalties : ARRC holds the right to issue penalties for non compliance of this contract or continuing problems that have been noted. Penalties may be a reduction of pay; having the work completed by another contractor or in house employees at the contractors expense; or termination of part or the entire contract.

## CONSERVATION OF UTILITIES

- 2.4 The Contractor shall be directly responsible for instructing employees regarding utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities; this includes but shall not necessarily be limited to:

- A. Lights shall be used only in areas where and at the time when work is actually being performed;
- B. Building mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the Contractor's employees;
- C. Water faucets or valves shall be turned off after required usage, and;
- D. ARRC telephones shall not be used for personal reasons by the Contractor or the Contractor's employees.

#### SECURITY, LOST AND FOUND AND KEY CONTROL

- 2.5 Security: When services are provided outside normal business hours, doors and windows will be locked by Contractor's employees when finished. If security is enforced by means of an access register, employees shall sign the register. The Contractor shall report to the "MFC" any instance wherein the doors and windows were found unlocked or unsecured upon arrival of the Contractor's employees at the work area.
  - 2.5.1 Lost and Found Items: It is the responsibility of the Contractor to ensure that all obvious articles of a personal nature or of monetary value found on floors, in hallways, on window sills, or on restroom counters, be reported to and relinquish to ARRC Security Office no later than 10:00 a.m. the following normal working day.
  - 2.5.2 Key Control: The Key Control Plan shall establish for implementation methods of ensuring that all keys issued to the Contractor by ARRC are not lost, misplaced or used by unauthorized persons. Keys issued to the Contractor by ARRC shall not be duplicated. The Contractor shall develop procedures covering key control.
  - 2.5.3 Lost Keys: The Contractor will be required to replace, re-key or to reimburse ARRC for replacement of locks or re-keying as a result of lost keys. In the event a master key is lost or duplicated, all locks and keys for that systems will be replaced by ARRC and the cost of replacing locks will be deducted from the Contractor's next schedule or submitted invoice.
  - 2.5.4 Locked Doors: It is the responsibility of the Contractor to ensure all office doors that have a lock will be locked upon completion of work unless otherwise noted by "CO" or "MFC"
  - 2.5.5 Badges: In the case of a lost or stolen badge, the Contractor shall notify ARRC immediately and there will be a \$25 fee for any badges not returned.
  - 2.5.6 Vehicles: Contractor vehicles must obtain an ARRC parking permit to park on ARRC property and may only park in authorized areas and while performing ARRC contract work. Permits will be displayed in the windshield so as to be clearly visible from the outside. Permits will be marked with an expiration date; it is the contractor's responsibility to obtain new permits as needed. All contractor vehicles may be subject to search by ARRC Police if deemed necessary.

## **TRAINING**

### 2.6 TRAINING

The Contractor shall establish a Training Program to assure new employees understand the requirements of the contract. The contractor shall have this training program approved by the MFC at the start of the contract. The training program shall include but not limited to safety and security briefings, orientation tours, supervision for the first week, building specific requirements, a meeting with the MFC and ARRC Security. All new employees on the contract will complete the training.

## **JANITORIAL SERVICE - WORK SCHEDULE**

### 2.7 HOURS OF OPERATION:

Cleaning services will be provided between the hours of 2:30 pm and 12:00 a.m. except where otherwise noted. Times may only be altered with the consent of the ARRC by request in writing to the MFC.

### 2.8 DAYS OF OPERATION:

Janitorial service is to happen three (3) days a week in each area; they will be non consecutive days unless otherwise stated.

The Diesel Shop break rooms and restrooms will be cleaned five (5) days a week.

## SECTION B.3

### SPECIFIC TASKS

#### DAILY – GENERAL

##### 3.1 CLEANING

Use cleaners that are made for the item being cleaned

3.1.1 Remove Trash: All waste baskets, cigarette butt receptacles, and other noted trash containers shall be emptied; cleaned and sanitized as required; and returned to initial locations. Boxes, cans, papers, etc. placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. Ashes and debris shall be removed from cigarette butt receptacles and placed in a nonflammable container. Trash shall be deposited in designated trash collection receptacles.

3.1.2 Recycling: Contractor is not to empty or remove recycle materials in marked recycle bins. The recycle containers and contents are the responsibility of the ARRC employees.

##### 3.1.3 Floors and Stairwells:

3.1.3.1 Vacuum Carpet: All carpeted floors shall be vacuumed and after vacuuming, shall be free of all viable litter and soil. Any soiled spots shall be removed as soon as noticed. Contractor is responsible for "spot cleaning" of small areas (about 1 SF). Spot cleaning of carpet is a part of the routine cleaning and vacuuming process. All tears, burns, and unraveling shall be brought to the attention of the MFC.

3.1.3.2 Sweep and Mop Floors: All uncarpeted floors and stairs shall be swept, including corners and abutments. After sweeping, floor shall be free of litter, dust, rocks, and foreign debris. After mopping, floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film, debris, or standing water. Chairs, trash receptacles, walk-off mats, and other easily moveable items shall be tilted or moved to sweep and mop underneath. Non movable items shall be swept and mopped under as best as possible. There shall be no splash marks or streaks on furniture, walls, baseboards, etc.

Contractor will use clean water when mopping the floors and replace multiple times as needed when mopping. Mops and buckets will be kept clean and odor free, and replaced when necessary. All mop water shall be drained in noted locations only. (Stairs are to be swept only and not mopped.)

3.1.3.3 Floor Maintenance: All uncarpeted floors, accessible to floor machines unless specified elsewhere as having a "special: floor shall receive floor maintenance. After receiving floor maintenance, the entire floor shall have a uniform coating of a nonskid floor finish, have a uniform, glossy appearance, and be free of scuff marks, heel marks, and other stains and discolorations. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacle, etc. Chairs, trash receptacles and easily

moveable items shall be tilted or moved to maintain floors underneath. All moved items shall be returned to their proper position when all operations have been completed. Floor maintenance includes washing, the techniques of dry buffing, spray buffing, stripping, and waxing as required to achieve the above stated results.

**Shampoo Carpet:** All carpeted floors shall be shampooed per contract schedule. The shampoo and water shall be extracted during the cleaning. The Contractor shall notify the MFC two (2) working days prior to the day the carpet is to be shampooed. Carpets shall be free of spots, soil, soap deposits and other foreign material, presenting a uniform appearance. All seams will be intact and there shall be no carpet shrinkage. Carpet shall have been thoroughly cleaned and rinsed by using hot water extraction process equipment or by using another approved alternative method.

3.1.3.4 **Walk-off Mat Cleaning:** Carpet-type entrance mats shall be vacuumed to remove soil and grit. Rubber or polyester entrance mats shall be swept or mopped to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.

All runners are to be vacuumed and then rolled and the area underneath is to be cleaned with the surrounding floor. The runners shall then be unrolled and placed back. Contractor is not responsible for supplying the carpet runners. They are provided for under a separate contract.

#### 3.1.4 Restrooms

Contractor shall Sanitize, Clean, and Stock Restrooms

Restrooms shall be stocked so that supplies do not run out at any time. All restrooms shall be thoroughly cleaned with a germicide cleaner each time cleaning is scheduled. Outside of all toilet bowls, urinals and hand sinks or basins shall be cleaned as to be free from soil and odors. Cleaning inside of toilet bowls, urinals and hand sinks or basins and all operating fixtures thereto shall include descaling. After cleaning the entire surfaces shall be free from streaks, spots, rust, scale, stains, scum, dust, dirt, urine and excrement traces, and offensive odors. Walls and partitions surrounding toilet bowls, urinals and hand sinks or basins shall be cleaned as to be free from any soils odors. Floors and mop boards or baseboards shall be scrubbed and shined and free from dirt, grit, dust, streaks, splashes, hair, and mop strands. Mirrors, door knobs and handles and door-wear protection plates shall be cleaned, sanitized and polished as to be free from streaks, spots, smudges, dirt, dust, and clouds.

**Drains, Restroom Floors, Hand Sinks and Overflows, and Drinking Fountains:** Drains shall be thoroughly cleaned with brushes and germicides as to be thoroughly sanitized at the beginning of performance of the contract and treated on a once-a-month basis throughout the duration of the contract. Drains shall be kept free from mop strands, hair, soap-scum and offensive odor.

#### Showers

**Ceramic Tiles:** All ceramic tiles in floors and on walls shall be cleaned with cleaners specifically produced for ceramics. (Any loosened and crumbling grout around tiles and fallen or dislocated tiles shall be reported to the MFC.) After cleaning, grout and tiles shall be free from streaks, smudges, water spots, and strong odors.

### 3.1.5 Vertical and Horizontal Surfaces

3.1.5.1 Low dusting and wiping: Contractor shall clean all horizontal and vertical surfaces 7'0" and below. After which all dust, lint, litter, hand prints, soil, etc. shall be removed from the surfaces. This is to include chairs, file cabinets, radiators, counters, window sills, etc. This **excludes all electronic equipment**, such as computers, printers phones, etc. Any personal items are not to be moved but can be wiped around.

3.1.5.2 Radiators and Registers: Radiators, covers, ventilation registers and bathroom fans shall be cleaned using a duster or soap and water if needed. After cleaning, radiators and registers shall be free from all dirt, soils, dust or lint.

3.1.5.3 Kitchen areas: Contractor shall ensure that surface areas are kept clean; the outside of the refrigerators shall be wiped down. Contractor shall clean microwaves inside and out. Contractor is not responsible for the inside of the refrigerators or dirty dishes.

3.1.5.4 Clean Drinking Fountains: Clean and disinfect all porcelain and polish metal surfaces, including the orifices and drain. After cleaning, the entire drinking fountain shall be free from streaks, stains, smudges, offensive odors, scale and other obvious soil.

3.1.7 Windows / Glass: All inside of windows, glass and mirrors shall be cleaned as needed to keep them free of dust, soil, hand prints etc.

3.1.8 Furniture: All furniture shall be wiped down or vacuumed to keep them free of soil lint, dust or other foreign items.

### 3.1.10 AREAS / ITEMS NOT TO BE CLEANED:

Electronic Equipment: All electronic equipment including data processing machines, keyboards, monitors, typewriters, telephones, teletypes, facsimile machines, personal computers, adding machines, portable calculators, and desk lamps shall **not be cleaned** and extreme caution taken to prevent any damages to equipment by bumping, unplugging or moving when cleaning or vacuuming around equipment and electrical plug-in apparatus.

3.1.10.1 Personal Items: The contractor shall not move or displace personal items and shall take care in not disrupting these items. If items are in the way of cleaning, the contractor shall work around the items as best as possible and notify MFC of any problems or concerns.

### **SITE SPECIFIC TASKS :**

Car Shop: B-28: The exterior metal stair case (outside) shall be swept and kept clean with a dry broom during the summer months.

The Heavy Equipment Shop Break Room and Offices will be cleaned between 2:30 p.m. and 3:30p.m. on the scheduled days.

The Diesel Shop Break Room and restrooms shall be cleaned 5 days a week.

**FLOOR MAINTENANCE SCHEDULE:**

FLOOR MAINTENANCE SHALL TAKE PLACE PER THE FOLLOWING SCHEDULE:

WAREHOUSE #1	ONCE A QUARTER
TOFC BLDG #2	ONCE A MONTH
SECTION BLDG #6	ONCE A MONTH
WHEEL SHOP #25	ONCE A MONTH
HEAVY EQUIP #26	ONCE A MONTH
DIESEL SHOP #26	ONICE A MONTH
ELECTRIC SHOP #26	ONCE A MONTH
GENERAL REPAIR #27	ONCE A MONTH
CAR SHOP #28	ONCE A MONTH
MECH. OFFICE #63	ONCE A QUARTER
FACILITIES SHOP	ONCE A QUARTER



## **SECTION B.4**

### **ARRC FURNISHED PROPERTY AND SERVICES**

- 4.1 Premises And Utilities: The ARRC shall furnish, without cost to the Contractor, designated storage spaces in building and a reasonable amount of utilities from existing sources. The storage spaces and utilities are to be used only in connection with the performance of this contract.
  - 4.1.1 The Contractor shall maintain such utility storage to the same standards as similar areas by ARRC.
  - 4.1.2 The Contractor will not make any alterations to the spaces unless there is with written permission by the Contracting Officer.
  - 4.1.3 The Contractor shall vacate prior to termination or completion date of this contract such building space and restore the premises to the condition in which received, at its own expense, fair wear and tear excepted. (Subject to inspection and approval by ARRC's "MFC".)
  - 4.1.4 ARRC assumes no responsibility for Contractor supplies, equipment, or personal belongings.
- 4.15 Contract Adjustment: ARRC may at any time adjust the contract with a 30 day notice to the contractor. Any additional costs to the contractor due to these changes may be submitted to the ARRC.

## SECTION B.5

### CONTRACTOR FURNISHED ITEMS AND LIABILITIES

- 5.1 **Materials:** The Contractor shall furnish all equipment, cleaning supplies and labor necessary to perform the work as specified in this contract. The Contractor will provide the MFC with a list of janitorial supplies that will be used. Such supplies will be of sufficient quantity and of a type and quality to provide effective janitorial and cleaning service. These supplies will be subject to the inspection and approval/rejection by the ARRC. Contractor will also provide a packet of MSDS for every chemical used on ARRC property. Contractor will also maintain a stock of supplies on ARRC property that will last one month of normal usage.

Contractor will provide all cleaning agents, equipment and supplies including (but not limited to), bowl cleaners, floor soap/disinfectants, window cleaners, toilet paper, paper towels, hand soap for restroom and trash liners. Vacuum equipment must be capable of picking up staples and paper clips. The equipment and supplies will be of high commercial grade. ARRC holds the right to request contractor to use different cleaning equipment.

- 5.2 **Equipment and Tools:** The Contractor shall furnish all equipment and tools necessary to properly perform the work as specified in this contract. Equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces an will be subject to inspection and approval for use by ARRC "CO" or "MFC".

- 5.2.1 All electrical equipment used by the Contractor shall meet all safety codes. This equipment must operate using existing building circuits (110 voltage). It shall be the responsibility of the Contractor to prevent the operation or attempt operation of electrical equipment, or combinations of equipment which require exceeding the capacity of existing building circuits.

- 5.2.2 The Contractor shall furnish and use beater bar type vacuums for carpeted floors.

- 5.3 **Restroom Supplies:** The Contractor shall furnish all restroom supplies such as toilet seat covers and tissue, germicide type hand soaps (liquid and powdered type), deodorizers (commode and urinal), paper towels, and plastic liners for trash can. All supplies shall be of reasonable quality, the cost of these supplies shall be the responsibility of the Contractor. (NOTE: Bar soaps will not be acceptable.) All restrooms will be equipped with high quality automatic air fresheners, room deodorizers or other odor control product. Contractor is to refill scent can and replace batteries as necessary but no less than once a month.

- 5.4 **Contractor Liability:** The Contractor shall be liable for any damage or loss to ARRC property resulting from any act of omission on the part of the Contractor or its agents while ARRC property is in their possession. The basis for evaluation of such damage or loss shall be the cost of repairing such damage or replacing any item which, in the opinion of the Contracting Officer, is irreparable. In the event of negligence or failure on the part of the Contractor to promptly make such repairs or replace such damaged items, ARRC at its option, may do so and deduct the cost of such repairs and/or

replacements from any amount due or to become due under the contract. The Contractor shall not, however, be liable for loss or destruction of, or damage to ARRC property if such loss, destruction or damage is due to causes beyond the control and without the fault or negligence of the Contractor or its agents.

## SECTION B.6

### CONTRACT ADMINISTRATION DATA

#### 6.1 Contract Administration

This contract will be administered by the Contracting Officer or his/her authorized representative assigned to the Alaska Railroad Corporation, Contracts Section, Post Office Box 107500, Anchorage, Alaska 99510-7500, phone (907) 265-2593. No person other than the Contracting Officer is authorized to make any changes in the scope, terms, conditions or provisions of this contract.

6.2. Submission of Invoices/Payment for Services Invoices will be submitted monthly to:

Alaska Railroad Corporation  
Accounts Payable  
P.O. Box 107500  
Anchorage, Alaska 99510-7500

## SECTION C

### PROPOSAL INFORMATION, CONDITIONS & INSTRUCTIONS

#### 1. Pre-Submission Proposal Inquires

Proposers shall promptly notify ARRC of any ambiguity, inconsistency, conflict, or error which they may discover upon examination of the solicitation documents. Verbal inquiries regarding this RFP are not permitted. All inquiries must be made in writing and received at ARRC's offices prior to April 22, 2019 and the written inquiries must be submitted as follows:

Greg Goemer  
Alaska Railroad Corporation  
327 W. Ship Creek Avenue,  
Anchorage, AK 99501  
**Email: [goemerg@akrr.com](mailto:goemerg@akrr.com)**

ARRC will respond to all or part of the written inquiries received through the issuance of a written Addendum to the RFP, if in the opinion of ARRC, such information is deemed necessary to submit proposals or if the lack of it would be prejudicial to other prospective proposers. Oral and all other non-written responses, interpretations and clarifications shall not be legally effective or binding. Any Proposer who attempts to use or uses any means or method other than those set forth above to communicate with ARRC or any director, officer, employee or agent thereof, regarding this RFP shall be subject to disqualification.

#### 2. Proposal Submission Deadline

Sealed proposals must be received by ARRC no later than 3:00 p.m., local time, on April 26 2019 at:

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

One (1) original and three (3) copies of each proposal must be submitted. The sealed envelope or package used in submitting a proposal shall be clearly marked with the following information:

1. Proposer's Name
2. RFP number 19-13-207269
3. Date and Time Scheduled for Receipt of Proposals:
4. Sealed Proposal: Janitorial Service – Anchorage ARRC Shops

Proposals received after the time and date set forth above shall be rejected. All proposals submitted in response to this solicitation must be signed by an individual with the legal authority to submit the offer on behalf of the company.

### **3. Proposal Open and Subject to Acceptance**

All proposals shall remain open and subject to acceptance by ARRC for ninety (90) days after the deadline for proposal submission.

### **4. Proposal Opening**

Proposals will be opened privately at ARRC's convenience on or after the proposal due date.

### **5. Reserved Rights**

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

- (a) To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP.
- (b) To issue additional or subsequent solicitations for proposals.
- (c) To conduct investigations of the Proposers and their proposals.
- (d) To clarify the information provided pursuant to this RFP.
- (e) To request additional evidence or documentation to support the information included in any proposal.
- (f) To reject any and all proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the proposal process for the RFP, if such rejection or waiver is deemed in the best interest of ARRC.
- (g) To award a contract or contracts resulting from this solicitation to the responsible Proposer whose proposal conforming to this solicitation will be most advantageous to ARRC.
- (h) To negotiate any rate/fee offered by a Proposer. ARRC shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Proposer does not accept ARRC's final offer, ARRC may, in its sole discretion, reject the proposal and start negotiations with the next highest ranked Proposer.
- (i) 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 proposers and either award to another proposer or reject all proposals or cancel the RFP.
- (k) To terminate the contractor at any point in the evaluation process or after award if the approved personnel become unavailable, are switched off project by the firm, or the qualifications are generally found to be inadequate. All personnel reassignments to and from the project will be approved by ARRC.

### **6. Proposal Costs**

Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, 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 proposals. By submitting a proposal, Proposer expressly waives (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

## **7. Taxes**

Pursuant to AS 42.40.910, ARRC is exempt from all forms of state or local sales, property and other taxes. Accordingly, any Proposer who submits a proposal shall not include any such tax in any of its proposal prices or in any calculation thereof.

## **8. Proposal Format**

Interested firms shall submit a proposal and three (3) copies, containing a statement of qualifications and a concise narrative which addresses each award criterion. Proposals shall have a maximum of fifteen (15) pages, exclusive of resumes, the questionnaire, sample reports, index pages, and cover letter.

**Important Instructions: To be considered responsive, Proposers must submit the Questionnaire in Section G, Custodial Services Questionnaire in Section H., Quality Control Programs, Conservation Program, Security & Key Control Program in Section I and Personnel Roster Form in Section J**

**Pricing shall be submitted in a separate envelope labeled “Fee Schedule” (no copies required).**

## **9. Capacity to Perform**

Any Proposer considered for award as a result of this solicitation may be required to make assurance to the Contract Administrator 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.

## **10. Costs**

Other direct costs (ODC) on contracts incurred shall be billed at cost. Any travel and travel related expenses shall be billed at cost with coach airfare only, no first class or business class. Lodging and meal expenses must be reasonable. ARRC will not pay for alcohol, valet parking or other expenses it considers to be exorbitant.

## **11. Purchase Obligation**

ARRC and responding firms 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 RFP. By submitting a proposal in response to this RFP, each firm 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.

## **12. 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.

### **13. Public Information**

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

### **14. Qualifications of Proposers**

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. ARRC reserves the right to take any actions it deems necessary to determine if Proposers have the ability to perform the services outlined in the Specifications in a satisfactory manner. Such actions will include an evaluation of the Proposer's qualifications and references prior to Contract Award. 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.

### **15. References**

Provide a representative list of clients including addresses, contact names and phone numbers. In case of a business entity client, provide the name of an individual familiar with the nature of your services to the entity.

### **16. Clients**

How many clients have begun using your firms' services in the past three years? How many clients have stopped using your firm's services in the past three years? Why?



**17. Conflict of Interest**

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

Please provide any other relevant information that may assist ARRC in the selection process.

**18. Contract Period**

The ARRC anticipates awarding a contract for a one year period with the possibility of four (4) one-year extensions subject to acceptance by both parties.

## **SECTION D**

### **PROPOSAL FORMAT AND CONTENT**

Alaska Railroad Corporation (ARRC) is requesting proposals from interested firms qualified to perform the work described in the RFP. This is intended to be an unbiased evaluation. ARRC reserves the right to determine that proposed services will meet ARRC requirements. ARRC reserves the right to withdraw this RFP, reject any and all proposals, advertise for new proposals, or accomplish the work by other means including issuing only some of the tasks defined in the Scope of Services above, that ARRC in its sole discretion, determines to be in its best interest. ARRC may request additional information from any firm to make a proposal responsive to this RFP or otherwise obtain clarification or additional information that ARRC, in its sole discretion, deems necessary to analyze and compare proposals.

Proposals must be complete as to the requested information.

Failure to follow this format in a proposal or failure to include complete information as requested will result in a lower score and may result in rejection of the proposal. At a minimum your proposal shall address the following in order to be considered responsive:

#### **COMPANY QUALIFICATIONS 40%**

Proposals shall be considered from responsible firms who are engaged in the business of providing Janitorial Services. Proposals must include information on competency in providing required materials and supplies, demonstration of acceptable financial resources, and personnel staffing. The firm shall furnish detailed information on references, as well as background and experience with projects of a similar type and scope to include as a minimum:

- a.** Provide a brief history of company. Describe internal quality control programs in place to ensure standards are met.
- b.** Provide a listing of three (3) references where similar services have been provided. References should document successful experience in similar office/industrial shop janitorial settings with service provided 3-5 times per week. The client reference shall include the name of organization, contact person, address, and telephone numbers.

#### **FIRMS PROPOSED WORK PLAN 40%**

- a.** Firm shall describe their understanding of the project scope, and their proposed approach to provide the services identified. Describe Proposer's existing business, and how Proposer's business will be adjusted to accommodate the duties of the contract if awarded. Describe Proposer's current staffing, and any additional staffing to be hired if Proposer is awarded the contract.
- b.** Describe how employees are oriented and trained in a new job environment. Describe safety programs and standards the company has in place. What processes are in place to ensure quality performance consistent company standards and expectations. Describe the process in place to follow-up and monitor the quality of employee performance?

c. List the members of the firm's supervisory team experience, licenses and any other pertinent information shall be included for each team member. Provide any other documentation which demonstrates their ability to satisfy all of the requirements.

**COST 20%**

**Pricing shall be submitted in a separate envelope labeled "Fee Schedule" (no copies required).**

Provide the information requested in Section F, Fee Schedule, ranking will be based on the *LUMP SUM TOTAL PER MONTH*.

## SECTION E

### SELECTION PROCESS AND EVALUATION CRITERIA

The selection of a firm to perform the requested services will be made by an ARRC appointed committee which will evaluate the proposals in accordance with the evaluation criteria specified herein and establish a ranking. Proposals will be evaluated on the basis of advantages and disadvantages to ARRC using the criteria described in this Section.

#### EVALUATION CRITERIA

Criterion	Points
Company Qualifications	40
Firms Proposed Work Plan	40
Cost	20

**Total Score** **100**

#### **Contract Award**

Once the committee has established a ranking, ARRC will begin negotiations with the highest ranked firm. If an agreement cannot be reached on contract terms, negotiations will be terminated, and negotiations will be conducted with the next highest ranked firm, until an agreement is reached, or until ARRC exercises its right to cancel the solicitation.

**SECTION F  
FEE SCHEDULE**

An Offeror's failure to provide the information requested in Section F, Fee Schedule, shall be reason to reject the proposal in its entirety. Cost will be calculated for the purposes of this proposal on the total monthly fee for services.

<b><u>DESCRIPTION</u></b>	<b><u>COST PER MONTH</u></b>
Warehouse #1	\$
TOFC Building #2	\$
B&B, Engineering Shop #6 ( Anchorage Section )	\$
Wheel Shop #25	\$
Heavy Equipment Shop #26	\$
Diesel Shop # 26	\$
Electric Shop #26	\$
General Repair # 27	\$
Car Shop #28	\$
Boiler Plant # 29	\$
Mechanical Office #63	\$

**LUMP SUM TOTAL PER MONTH :**    \$ \_\_\_\_\_

Cost per hour for additional tasks requested:  
Special Events, as needed basis when available                    \$ \_\_\_\_\_ hourly

A minimum of three (3) years cleaning of commercial areas as well as offices will be required for bids to be considered responsive to. Provide us with a minimum three (3) current or previous contractual commitments (include name, and phone of contact person) similar to our requirements so that performance can be verified prior to contract award.

Use Schedule of Frequency Chart to cost out your monthly charges for the areas listed below. It is bidder's responsibility to understand the services required in each area and to cost out monthly services appropriately.

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 ITB and hereby agrees to the conditions stated therein by affixing his/her signature below:

BIDDERS NAME AND ADDRESS

\_\_\_\_\_  
COMPANY NAME

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

\_\_\_\_\_  
MAILING ADDRESS

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

\_\_\_\_\_  
CITY, STATE & ZIP CODE

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

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

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

**SECTION G**

QUESTIONNAIRE  
(Revised 2-27-06)

**Note: Failure to provide the information requested in this questionnaire may be cause for rejection of your proposal or offer on the grounds of non-responsiveness and/or non-responsibility.**

Solicitation Number \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Mailing Address if Different: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Mailing Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Date Firm Established: \_\_\_\_\_

**How many years has the business been under the above name?** \_\_\_\_\_

Previous business name(s)if any: \_\_\_\_\_

**Federal Tax ID Number:** \_\_\_\_\_

Business License Number: \_\_\_\_\_

**Bid Acceptance Period** \_\_\_\_\_ **Days. (Bids providing less than ninety-day (90) calendar days for acceptance may be considered non-responsive and may be rejected.)**

Discount for prompt pay \_\_\_\_\_ % \_\_\_\_\_ days.

List any variations from or exceptions to the Terms, Conditions or Specifications of the Solicitation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Continued on the next page

**Are you acting as a broker or the primary supplier in this transaction?**

- Broker
- Primary Supplier

**Business Information (Please check all that apply):**

- The business is Individual
- The business is a Partnership
- The business is a Non-Profit
- The business is a Joint-Venture
- The business is a Corporation incorporated under the laws of the State of \_\_\_\_\_
  
- The business is full-time
- The business is part-time
- The business is not a certified Disadvantaged Business (DBE)
- Business is a certified DBE
- DBE was certified by State DOTPF
- DBE was certified by the Municipality of Anchorage
- Business is an 8(a)/WBE/MBE and is certified by SBA
- Business was certified by \_\_\_\_\_
  
- DBE Certification # is \_\_\_\_\_

**Firms Annual Gross Receipts:**

- <\$500,000
- \$500,000 - \$999,999
- \$1,000,000 - \$4,999,999
- \$5,000,000 - \$9,999,999
- \$10,000,000 - \$16,999,999
- >\$17,000,000

Completed by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**SECTION H**  
**CUSTODIAL SERVICES QUESTIONNAIRE**

Offerors failure to provide the information requested in this questionnaire may be cause for rejection of the proposal on the basis of non-responsiveness. Please type or print.

1. Name of Project Manager \_\_\_\_\_  
(Contact - must be available seven (7) days a week)

2. Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Email address : \_\_\_\_\_

3. Resume of Project Manager - Please attach to this section.

4. What cleaning disinfectant products do you propose to use to promote and maintain sanitary conditions for? NOTE: Manufacture's literature, safety data sheets and MSDS data sheets must be provided for each product listed above and must accompany your proposal.

Restrooms: \_\_\_\_\_

Drains: \_\_\_\_\_

Carpets & Runners: \_\_\_\_\_

Chairs & Sofas: \_\_\_\_\_

Ceramic Tiles: \_\_\_\_\_

Hand Soap(s): \_\_\_\_\_

Pumice Soap: \_\_\_\_\_

Air Spray: \_\_\_\_\_

Floor Finish: \_\_\_\_\_

Conference Table Tops: \_\_\_\_\_

**SECTION I**

**QUALITY CONTROL PROGRAMS, CONSERVATION PROGRAM,**  
**SECURITY & KEY CONTROL PROGRAM**

PLEASE ATTACH / INSERT YOUR QUALITY CONTROL PROGRAM WITH YOUR PROPOSAL RESPONSE HERE.

THIS SECTION MUST BE RETURNED WITH YOUR PROPOSAL



## SECTION K

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

**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.

"Contractor" shall mean the person or entity entering into the contract to perform the work or services 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.

"Services" shall mean any work, labor, time, effort or other services furnished by Contractor to ARRC under the contract.

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

3. Claims. Any claim by Contractor for additional compensation or equitable adjustment arising under this contract which is not disposed of by mutual agreement must be made by Contractor 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 Contractor 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 Contractor 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 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor 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 Contractor 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 Contractor'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 30 day written notice of its intention to do so. In the event of such cancellation, Contractor shall be entitled to receive payment in accordance with the payment provisions of this contract for services rendered or charges incurred prior to the effective date of termination. Contractor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. In no event shall ARRC be liable for unabsorbed overhead or anticipatory profit on unperformed services.

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

(1) The Contractor 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 Contractor 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 Contractor's expected performance and Contractor 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) Contractor 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, Contractor shall immediately discontinue all service and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to ARRC all reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or in process, accumulated by Contractor in performance of the contract. In the event of termination for default, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the amount to be paid on this contract exceeds the expense of finishing the work,

compensation for additional managerial and administrative services and such other costs and damages as ARRC may suffer as a result of Contractor's default, such excess shall be paid to Contractor. If such expense, compensation, costs and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the differences to ARRC. 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 Contractor 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. The hiring or use of outside services, subcontractors or consultants in connection with the work shall not be permitted without the prior written approval of ARRC. No such approval shall relieve Contractor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Contractor'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. The personnel performing services under this contract shall at all times be under Contractor's exclusive direction and control and shall be employees of the Contractor, and not of ARRC.

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

11. Non-Disclosure of Confidential Information. Contractor acknowledges and agrees that for and

during the entire term of this contract, any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor pursuant to the performance of this contract shall be considered and kept as the private, confidential and privileged records of ARRC and will not be divulged to any person, firm, corporation, regulatory agency or any other entity except upon the prior written consent of ARRC. Furthermore, upon termination of this contract, Contractor agrees that it will continue to treat as private, privileged and confidential any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor during the term of the contract and will not release any such information to any person, firm, corporation, regulatory agency or any other entity, either by statement, deposition or as a witness except upon the express written authority of ARRC. ARRC shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

Contractor's agreement of non-disclosure as specified in this section applies except to the extent required for (1) performance of services under this contract; (2) compliance with standards of conduct for preservation of the public safety, health, and welfare (so long as Contractor has given ARRC prior notice of the potential hazard and ARRC has had a reasonable opportunity to correct the hazard prior to disclosure); (3) compliance with a court order or subpoena directed against Contractor (so long as Contractor has given ARRC prior notice of such and ARRC has had an opportunity to contest the same in a court of law); or (4) Contractor's defense against claims arising from performance of services under this contract.

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

13. Standard of Performance. Contractor shall perform its services with care, skill and diligence in accordance with normally accepted industry standards and shall be responsible for the quality, accuracy, and completeness all services furnished under this Contract. Contractor shall comply with all applicable federal, state and local laws and ordinances, codes, and regulations in performing its services. If any failure to meet the foregoing standard of performance appears within one (1) year after the services are accepted by ARRC, Contractor shall, at a minimum, reperform the work at no cost to ARRC and shall reimburse ARRC for any additional costs that may be incurred by ARRC or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to reperform the work, or if ARRC determines that Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, ARRC may correct such unsatisfactory work itself or by the use of third parties and charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

14. Warranty. In the event Contractor supplies equipment, goods, materials or other supplies in addition to services under this contract, Contractor warrants that said items: (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. Contractor 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.

15. Indemnification. Contractor shall defend, indemnify and hold ARRC harmless from and against all claims and actions asserted by a third party (or parties) and related damages, losses and expenses, including attorney's fees, arising out of or resulting from the services performed or neglected to be performed by Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this contract and caused by any error, omission or negligent act, provided that Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the independent negligence of ARRC. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of ARRC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than ARRC's selection, administration, monitoring, or controlling contractor and in approving or accepting Contractor's work.

16. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, ARRC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the ARRC contracting officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

16.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, worker's compensation insurance as required by applicable law. The Contractor shall be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.

16.2 Comprehensive (Commercial) General Liability Insurance: Covering all errors, omissions or negligent acts of the Contractor, its subcontractor(s) or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to ARRC. Said policy shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements and shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees. Combined single limits required are per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$ 500,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$1,000,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$2,000,000 per Occurrence/Annual Aggregate
Over \$1,000,000	Negotiable-Refer to Risk Management

16.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles

with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17. ARRC's Rights Not Waived by Payment. No payment made by ARRC shall be considered as acceptance of satisfactory performance of Contractor's obligations under this contract. Nor shall any



payment be construed as acceptance of substandard or defective work or as relieving Contractor from its full responsibility under the contract.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. Publicity. Contractor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and/or services furnished under this contract without the prior written consent of the ARRC.

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

25. Internal Controls and Record Keeping. Contractor 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.

26. Force Majeure. Neither ARRC nor Contractor 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 similar or dissimilar 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.

27. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.
28. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.
29. Set Off. If ARRC has any claim against the Contractor 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.
30. Observance of Rules. The Contractor's personnel performing work or services hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work. ARRC may, in writing, require the Contractor to remove from the work site any employee ARRC deems to be incompetent, careless, or otherwise detrimental to the progress of the work, but ARRC shall have no duty to exercise this right.
31. 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.
32. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Contractor 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 Contractor.
33. Key Personnel Changes. Contractor shall secure prior written approval from ARRC for any changes of key personnel assigned to perform services under this contract. ARRC reserves the right to reject any of Contractor's employees whose qualifications and/or experience in ARRC's good faith and reasonable judgment do not meet the standards necessary for the performance of the services required under this contract.