



**ALASKA RAILROAD CORPORATION**  
327 W. Ship Creek Avenue  
Anchorage, AK 99501  
Phone 907.265.2218  
[WALKERR@AKRR.COM](mailto:WALKERR@AKRR.COM)

February 18, 2026

## INVITATION TO BID (ITB) #26-08-214175

### Seward Janitorial Services

#### Cover Sheet

**Response Required:**

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

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

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

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Name \_\_\_\_\_

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

Email Address \_\_\_\_\_

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

## **INVITATION TO BID (ITB) NUMBER: 26-08-214175**

### **SEWARD JANITORIAL SERVICES**

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: February 18, 2026**

**SEALED BIDS WILL BE RECEIVED AT:**

**Alaska Railroad Corporation  
Supply Management Department  
327 West Ship Creek Ave.  
Anchorage, Alaska 99501**

**SEALED BIDS MUST BE SUBMITTED TO THE ABOVE ADDRESS PRIOR TO 3:00 PM ON March 17, 2026, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

The Alaska Railroad Corporation ("ARRC") is soliciting bids from interested parties to perform passenger coach janitorial services in Seward, AK as specified herein starting the summer of 2023 and, at ARRC's option, continuing for four additional one-year periods. Interested parties are invited to submit a bid to provide said services to ARRC. Bids must be submitted on the bid forms contained herein and must be mailed or delivered to the above address. Bids received via facsimile transmission will be considered non-responsive. The bid shall be in a sealed envelope with the bid number 23-21-210588 clearly printed on the face of the envelope. Bids must be complete and in U.S. dollars. See instructions and conditions enclosed herein.

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

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

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

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

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

If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of Seward Janitorial Services 2026

this Invitation to Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation to Bid will prevail.

**Drug and Alcohol-Free Workplace:** Safety is paramount at ARRC. For that reason, ARRC maintains an alcohol and drug-free workplace and requires that the Contractor do the same. At all times during the performance of this contract, the Contractor shall have in place a written drug and alcohol program that includes, at a minimum, the following:

- a. a requirement that all applicants present a negative pre-employment drug screen prior to being hired by the Contractor;
- b. a requirement that employees submit to a "reasonable suspicion" drug and/or alcohol test when showing signs and symptoms of drug and/or alcohol influence on duty;
- c. a requirement that employees submit to "reasonable cause/post accident" drug and alcohol tests following certain accidents or incidents (with the threshold level triggering testing to be determined by the Contractor);
- d. a provision defining a positive alcohol test as one that reveals a breath alcohol level of .02 or greater;
- e. a provision defining a positive drug test as one that reveals concentrations at the levels set forth in 49 C.F.R. § 40.87(b)(screening test) and 49 C.F.R. § 40.87(c)(confirmatory test) or greater;
- f. a provision that outlines the consequences of a positive drug or alcohol test and the consequences of an employee's refusal to submit to drug/alcohol testing; and
- g. a provision that establishes the conditions under which an employee may return to work following a positive drug and/or alcohol test, which at a minimum include an evaluation by a substance abuse professional and compliance with a recommended treatment program.

The Contractor agrees that at any time during the performance of this contract, if an ARRC employee reports to the Contractor that an employee of the Contractor or its subcontractor is showing signs and symptoms of drug/alcohol influence on duty, the Contractor shall remove the employee from ARRC property immediately and shall have the employee tested for drug/alcohol influence. If the employee tests positive, the Contractor shall ensure that the employee is not returned to work on the project until he/she has met the return to work requirements contained in the Contractor's written program.

**ARRC Disadvantaged Business Enterprise (DBE) Program:** ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). The ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation of 4.0% in federal fiscal years 2024-2026 on contracts funded by agencies within the U.S. Department of Transportation. If this contract is funded in whole or in part by funds from the FTA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



The Alaska Railroad is a member of Green Star (<http://www.greenstarinc.org/>). ARRC earned an initial Green Star Award in 1994 and a Green Star Air Quality Award in 2007. The Alaska Railroad considers Green Star membership to be a positive business attribute, and regards a Green Star award as a tangible sign of an organization's commitment to environmental stewardship and continual improvement within its operations.

Please direct all responses and/or questions concerning this invitation to bid to Rob Walker, Alaska Railroad Corporation, 327 W. Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-2218, email address [WalkerR@akrr.com](mailto:WalkerR@akrr.com). Questions must be submitted in written form prior to March 23rd. Questions submitted after that date may not be accepted.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Walker".

Rob Walker  
Logistics Manager  
Alaska Railroad Corporation

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## **APPENDIX A**

### **REQUIRED DOCUMENTS**

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

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

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

1. Cost Schedule: Appendix G
2. Bidders Questionnaire: Appendix D
3. Service Bid Form: Appendix H

## APPENDIX B

### MINIMUM QUALIFICATIONS/PREFERENCES

#### MINIMUM QUALIFICATIONS

The passenger coach cleaning services to be purchased through this solicitation are critical to the operation of the ARRC. Any vendor who responds to this solicitation must meet the following minimum qualifications in order to be considered responsive:

1. Holds a current Business license and performs the services required in this bid as part of its core business, and has all of the personnel and equipment to perform the services required in this bid; and
2. Contractor shall have a minimum of three (3) years experience performing the work outlined in this bid and can offer suggestions on how to improve the service and schedule; and
3. Will be able to provide audited financial statements demonstrating the financial ability to meet the requirements of any order that may result from this bid if asked to do so.

Bids from vendors that do not meet the above qualifications will not be considered.

#### PREFERENCES

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

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

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

## APPENDIX C

### SCOPE OF WORK

#### 1.0 Purpose

The goal of this scope is to ensure cleanliness and sanitation for employees, tenants, contractors, and guests which work in the noted areas.

#### 2.0 ARRC Personnel and Contractor Personnel Requirements

##### 2.1 DEFINITIONS

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

- 2.1.1 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.
- 2.1.2 Contractor's Project Manager ("PM"): The person appointed by the Contractor who shall have the full authority to act for the contractor regarding all matters. This position is mandatory and contact information for this person is to be on file with the MFC.
- 2.1.3 Contractor's Project Supervisor ("PS"): The designated person appointed to act with certain authority as delegated by the Project Manager. This is a required position and is not to be the same as the P.M. so that they may function as a backup in case the P.M. is not available. Contact information for this person is to be on file with the MFC.
- 2.1.4 Contractor's Service Employees: Any person engaged by the Contractor to perform services as described in this agreement and who is supervised by the contractor PM or PS.
- 2.1.5 Contracting Officer ("CO"): The designated person duly authorized to enter, administer change orders, or terminate contracts on behalf of ARRC.
- 2.1.6 Manager Facilities Contracts ("MFC"): The ARRC Facilities Department representative managing the contract on a day-to-day basis.

##### 2.2 CONTRACTOR EMPLOYEES

- 2.2.1 Employee Acceptability: The Contractor's employees shall be capable and experienced in custodial work; honest, professional, and dependable of character; clean and neat in appearance; and free of communicable disease.
- 2.2.2 Employee Age: All contractor employees that work on ARRC property shall be at least eighteen (18) years of age.
- 2.2.3 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.
- 2.2.4 Communication: The PM and PS must be fluent in both the written and spoken English language. All contractor employees must be fluent enough in the English Language to understand safety and security signs and verbal directions.

### 3.0 Scope of Service

#### 3.1 CLEANING

Use cleaners that are manufactured for the items 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 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 required to empty or remove recycled materials in marked recycle bins. The recycling containers and contents are the responsibility of the ARRC employees.

#### 3.1.3 Floors and Stairwells:

3.1.3.1 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.

3.1.3.2 Floor Maintenance: All uncarpeted floors, including stairways, stair wells, and landings, 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.

3.1.3.3 Stairs: All stair wells will be swept and not mopped

#### 3.1.4 Bathrooms:

Contractor shall Sanitize, Clean, and Stock Bathrooms Restrooms: The Contractor shall clean sanitize 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 and 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, doorknobs 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 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.

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, handprints, soil, etc. shall be removed from the surfaces. This is to include chairs, filing cabinets, radiators, counters, windowsills, 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. 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.

3.1.5.2 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.

3.1.5.3 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, handprints etc.

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

### 3.1.10 Items/ Areas Not Required to be cleaned:

3.1.10.1 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.

3.1.10.2 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.

### 3.2. EQUIPMENT, LABOR, AND SUPPLIES

The Contractor shall provide all labor, tools, material, supplies, supervision, equipment and other items or services necessary to perform the work as defined in this Scope of Work.

3.2.1 Equipment: The Contractor shall furnish all equipment, materials, 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 and will be subject to inspection and approval for use by ARRC. ARRC is not responsible for contractor or contractor personnel material supplies, belongings, or equipment.

3.2.1.1 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 that require exceeding the capacity of existing building circuits.

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

3.2.2 Labor: The contractor shall supply all labor per contract to perform all work in the specified time allotted. The contractor will ensure that labor (contractor employees, sub-contractors, etc.) meet standard in the contract. Contractor shall train and supervise labor so that work is done correctly.

3.2.3 Materials and Supplies: The contractor shall provide all supplies needed for this contract. All materials and 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 restroom supplies shall be pre-approved by the ARRC and M.S.D.S sheets will be provided for all cleaning products. Supplies provided under this contractor will consist of:

Toilet Paper Paper Towels  
Anti-Bacterial Hand Soap Pumas Hand Soap  
Toilet Seat Covers  
Feminine Product Disposal Bags Wall Hung Air Fresheners  
Urinal Air Fresheners Trash Bags/Lines

Supplies shall be stocked as needed in all restrooms, break rooms, etc. so that they will not run out at any time. Contractor shall be responsible for placing and replacing air-fresheners in all the bathrooms.

The contractor shall keep at least a one-month supply of all materials and supplies designated for this contract on ARRC property so that any disruptions in the supply chain will not affect the services provided.

3.2.4 The contractor shall provide the MSDS for all materials and supplies used on ARRC property to the MFC at the beginning of the contract and update as needed.

### 3.3 QUALITY CONTROL

The quality of the work performed is the responsibility of the PM and PS and will be overseen by the MFC

3.3.1 Quality Control: The Contractor shall establish a complete Quality Control (QC) Program to assure the requirements of the contract are provided as specified. The contractor shall have this QC program approved by the MFC at the start of the contract. The QC program shall include but not limited to a Key Control Plan (see 6.1.3), Check Lists, Benchmarks, and Walkthroughs. The QC program shall be updated as needed.

3.3.2 Quality Assurance: The ARRC will monitor the Contractor's performance under this contract using the Contractor's QC Program. The MFC will conduct meetings and walkthroughs as

needed to ensure quality.

- 3.3.3 Performance Evaluation Meetings: The PM and MFC shall meet with the CO as often as necessary to resolve any concerns or problems. A mutual effort will be made to resolve the problems identified. The written minutes of these meetings will be signed by the PM and CO. Should the PM not concur with the minutes a written notification to the CO will be furnished stating the reasons of non-concurrence.
- 3.3.4 Minor Deficiencies: Minor deficiencies such as failures to empty a wastebasket, lack of dusting, etc. 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.
- 3.3.5 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 MFC. The Contractor, within two (2) hours of notification, shall have service personnel on site to alleviate the deficiency. Should the Contractor fail to meet the two (2) hour time limit, ARRC may then clean, re-supply, or take whatever action is necessary to correct the deficiency. ARRC's cost for performing said work shall be billed to the contractor or deducted from the Contractor's next payment in accordance with.
- 3.3.6 Continuing Deficiencies: If the contractor has minor and/or major deficiencies on a continuing basis, the MFC will notify the contractor of these concerns in writing. After three notifications, ARRC may remove the contractor from part or all the contract or bring in other personnel to complete the work at the contractor's cost.

#### 3.4 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.

#### 3.5 COMMUNICATION

- 3.5.1 Telephone Contact: The Contractor shall insure that they, the PM and PS 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 "COR". Response by return telephone call shall be accomplished within thirty minutes (30 minutes) after ARRC has placed its call.
- 3.5.2 Email: The Contractor shall be available by email for normal communication. Email shall be responded to within a reasonable period.
- 3.5.3 Reports: Any reports requested by the contract shall be sent to the MFC on a periodic nature or as requested.

#### 4.0 Areas of Service

4.1 Contractor shall provide cleaning services noted in this contract for the following locations:

locations:

			Summer	Winter
Seward Round House	Office & Restroom	150 SF	Twice Weekly	Twice Weekly
Seward Section	Office	384 SF	Twice Weekly	Twice Weekly
	Restroom	384 SF	Twice Weekly	Twice Weekly
Seward Terminal	Main Floor	XXX SF	Per Cruise Schedule	Per Request
	ARRC Office Areas	XXXX SF	Per Cruise Schedule	Per Request
	Restrooms	XXXX SF	Per Cruise Schedule	Once Weekly

4.2 BUILDING SPECIFIC: Contractors shall note and follow the following building specific items. Seward Intermodal: The main floor during the winter will be done by request and billed separately for the service. During the summer it will be done per the schedule and included in the contract amount.

4.3 The contractor shall clean the Intermodal after every cruise ship per schedule given prior to the start of passenger season. This schedule is subject to change with 24 hr. notification to the contractor and at no cost to ARRC. The lower-level restrooms in the Intermodal shall be cleaned twice on double-cruise ship days.

#### 5.0 Time of Operation

5.1 HOURS OF OPERATION: All work under this contract is to be accomplished between the hours of 5:00 p.m. and 12:00 midnight unless a different time is specified. Times may be altered by ARRC. To alter times, the Contractor must request in writing the alternate times schedule and present it to the MFC.

5.2 DAYS OF OPERATION: Janitorial service is to happen according to the noted schedule in Section 4 and completed on non-consecutive days unless otherwise stated.

5.3 ON-CALL: The contractor shall maintain an on-call capability 24/7/365 in order to respond to janitorial emergencies as needed. The contractor should be able to respond to the area within one (1) hour.

## 6.0 Specific Terms

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

- 6.1.1 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.
- 6.1.2 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, on restroom counters, etc. be reported to and relinquish to ARRC Security Office the following normal working day.
- 6.1.3 Key Control: The Key Control Plan (see QC program) shall establish 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.
- 6.1.4 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 charged to the contractor or deducted from the Contractor's next schedule or submitted invoice(s) until the money is recouped.
- 6.1.5 Badges: The Contractor employees will be required to visibly wear ARRC badges at all times while working. In case of a lost or stolen badge, the Contractor shall notify ARRC immediately, and there will be a \$25 fee for any badges not turned back over to ARRC.
- 6.1.6 Personnel Roster: An updated personnel roster shall be sent to the MFC on a quarterly basis or as new employees are added to the contract. Contractor shall notify the ARRC of any personnel changes and return keys and badge to the ARRC when an employee leaves the ARRC assignment.
- 6.1.7 Clothing: All contractor employees are required to wear identifiable distinctive clothing which must bear the Contractor's company name and not get in the way of the work.
- 6.1.8 Background Checks: All contractor employees are to have an Alaska State background check completed before they begin work on ARRC property. ARRC holds the right to dismiss any contractor employee for misconduct.
- 6.1.9 Vehicles: Contractor vehicles must obtain a parking pass to park on ARRC property and may only park in authorized areas. All contractor vehicles are subject to search by ARRC Police.
- 6.1.10 Restricted Areas: Contractors are not to enter restricted areas unless escorted by ARRC personnel.

### 6.2 Facilities:

- 6.2.1 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 on ARRC property. The basis for evaluation of such damage or loss shall be the cost of repairing such damage or replacing any item that, in the opinion of the CO, 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.

- 6.2.2 Snow Removal: It is Contractor's responsibility to clear snow from door swings and entrances that they need to access when the removal has not already been done. All other snow and ice removal shall be on a case-by-case basis and coordinated by the MFC.

### 6.2.3 ARRC Furnished Property and Services

ARRC shall furnish, without cost to the Contractor, designated storage spaces, 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.

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 noted to ARRC.

6.2.3.1 Utility Conservation: The Contractor shall be directly responsible for instructing employees regarding utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities 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.
- D. ARRC telephones shall not be used.

6.2.3.2 Storage and equipment: The Contractor shall maintain such utility and storage areas to a clean and organized standard. These storage areas may be used by ARRC personnel or other contractors and are subject to ARRC inspection.

6.2.3.3 The Contractor will not make any alterations to the spaces unless there is with written permission by the Contracting Officer.

6.2.3.4 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.

6.2.4 ARRC assumes no responsibility for Contractor supplies, equipment, or personal belongings.

6.2.5 The Contractor must comply with all applicable Federal and State labor wage and hour, safety and associated laws that have a bearing on the services provided.

### 6.3 Safety:

6.3.1 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.

6.3.2 On-site: Contractor personnel are only allowed on site while performing work during set hours

6.3.3 Distractions: Contractor personnel may not use items that create a safety distraction such as earphones, cell phones, radios, etc.

- 6.3.4 PPE: Hard Hats, safety glasses are required to be worn while in shop areas. All PPE noted on chemicals and materials will be used when cleaning.
- 6.3.5 Standards: The contractor will use normal safety standards of the industry when performing work such as using caution signs, wearing appropriate clothing, using PPE, lifting properly, etc.

6.4 Penalties:

Penalties will be charged for omission of cleaning and/or continual inadequacies.

**APPENDIX D**

**BIDDER'S QUESTIONNAIRE**

**Note: Failure to provide the information requested in this questionnaire may be cause for rejection of your bid or offer on the grounds of nonresponsiveness and/or nonresponsibility.**

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

Name of Your Business: \_\_\_\_\_

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: \_\_\_\_\_

Contractor License Number (For Construction): \_\_\_\_\_

**Bid Acceptance Period \_\_\_\_\_ Days. (Bids providing less than thirty-day (30) calendar days for acceptance may be considered nonresponsive and may be rejected.)**

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

Veteran Owned Business \_\_\_\_\_ Disabled \_\_\_\_\_

The bidder shall list any variations from or exceptions to the Terms, Conditions or Specifications of the Solicitation:

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

**List the three most recent contracts performed by your company where the commodity or service requested in this solicitation was the primary commodity or service supplied. Include the client's name, contract amount, contract date, person to contact regarding performance, their telephone, facsimile number and e-mail.**

Clients name, Contact person, Contact info.      Description of Work and Contract Amount  
(telephone, fax, and email)

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<u>List any other business related experience:</u>	

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: \_\_\_\_\_

Page 2 of 2,

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

1. Amendments.

The ARRC procurement officer will attempt to notify all who are known to have received the solicitation documents if any amendments are issued, but it shall be the bidder/offerors responsibility to ascertain prior to submitting a bid/proposal that he/she has received all amendments issued.

2. Submission of Bids/Proposals.

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

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

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

3. Explanation to Prospective Bidders/Offerors.

Bidders/offerors shall promptly notify ARRC of any ambiguity, inconsistency, conflict, or error which they may discover upon examination of the solicitation documents. All inquiries regarding a solicitation shall be directed to the ARRC representative specified in the solicitation. Any prospective bidder/offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders/offerors before the submission of their bid/proposal. To facilitate the exchange of information, vendors' questions regarding a solicitation may be communicated by telephone, and then confirmed in writing. Oral explanations or instructions given before award of the contract will not be binding. Oral explanations or instructions given to a prospective bidder/offeror concerning a solicitation will be furnished promptly to all other prospective bidders/offerors as an amendment to the solicitation, if in the opinion of ARRC, such information is deemed necessary to submit bids/proposals or if the lack of it would be prejudicial to other prospective bidders/offerors.

4. Late Submissions, Modifications, and Withdrawals of Bids/Proposals.

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

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

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

## 5. Preparation of Bids/Proposals.

5.1 Bidders/offerors are expected to carefully examine the solicitation documents including all drawings, specifications, schedules, terms and conditions, and all instructions. Failure to do so will be at the bidder's/offerors risk. Incomplete bids/proposals may be rejected as nonresponsive.

5.2 Each bidder/offeror shall furnish all information required by the solicitation. The bid/proposal must be signed by an officer or other official of the vendor's company who has legal authority to commit the vendor to the contract proposed. Erasures or other changes must be initialed by the person signing the bid/proposal.

5.3 Bids/proposals for supplies or services other than those specified, or bids/proposals conditioned upon receiving award of all or a portion of the contract shall be deemed nonresponsive and shall be rejected unless authorized by the solicitation.

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

## 6. Evaluation of Bids/Proposals and Contract Award.

ARRC shall review and evaluate each submission in accordance with the criteria established in the solicitation and ARRC's Procurement Rules. In addition to other factors, bids/proposals will be evaluated on the basis of advantages and disadvantages to ARRC that might result from making more than one award (multiple awards).

## 7. Reservations.

7.1 ARRC may reject any or all bids/proposals, or any part thereof, and may waive technicalities and minor informalities if such action is deemed to be in its best interest.

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

7.3 ARRC may cancel any contract, if in its opinion the vendor fails at any time to perform adequately, or if there is any attempt to willfully impose goods/services upon ARRC which are, in ARRC's opinion, of an unacceptable quality. Any action taken pursuant to this latter stipulation shall not affect or impair any rights or claim of ARRC to damages for breach of any covenants of the contract by the vendor. ARRC also may reject the bid/proposal of any vendor who has previously failed to perform adequately under a prior contract for furnishing supplies/services to ARRC.

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

further liability.

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

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

8. Aggrieved Bidder/Offeror.

An aggrieved bidder/offeror may protest an ARRC procurement action by filing a written protest with the procurement officer in accordance with the procedures and time limits specified in ARRC Procurement Rules 1800.1-1800.11.

9. Incurred Costs.

The issuance of a solicitation does not obligate ARRC to pay for any bid/proposal preparation costs incurred by bidders/offerors and does not obligate ARRC to award a contract for supplies/services. All costs incurred as a result of a solicitation or contract negotiations resulting from a solicitation, including travel and personal expenses, are the sole responsibility of the bidder/offeror.

10. Availability of Funds.

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

11. Public Information.

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

12. Price.

ARRC shall receive the benefit of any general reduction in bidder's/offerors price prior to the delivery of supplies or services and in no event shall ARRC be charged higher prices than bidder's/offerors similar customers who purchase substantially similar supplies or services under substantially similar circumstances. All prices bid shall be exclusive of any federal, state, or local taxes from which ARRC is exempt.

**APPENDIX F**  
**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 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 Seward Janitorial Services

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, re-perform 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 re-perform 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. Non-waiver. 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 non-breaching or non-defaulting 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.

34. Modification of Contract Based on Technological Advances. ARRC reserves the right to modify this contract upon one (1) years' written notice if technological advances outside the scope of the Contract show promise of providing an advantage to ARRC vegetation control from a cost, efficacy, drift control, and/or precision of application perspective.

35. Time of the Essence. Time is of the essence for this Contract. All dates, deadlines, and time limits, must be strictly followed and met. Failure to meet the dates, deadlines and time limits, shall constitute a failure of performance by Contractor under Section 13 of this Appendix F. If Contractor fails to submit a written application for an extension of time due to a delay, ARRC shall not be liable for any amounts, including costs, delays, other expenses, resulting from that delay.

36. Price Escalation: Price escalation shall only be granted upon thirty (30) days notification by vendor to Contract Administrator. Approval for contract price escalation shall only be granted based on the consumer price index (CPI) and/or historic price/cost data supplied by vendor that clearly and convincingly is verifiable and shows a vendor cost that reflects the same gross profit percent as the base offer herein. Vendor's profit margin cannot be increased during the term of this agreement and any renewals/extensions granted.

**APPENDIX G  
COST SCHEDULE**

<b>Building</b>	<b>Cost per Month</b>
Seward Round House	\$ _____
Seward Section	\$ _____

<b>Seward Intermodal</b>	<b>Cost per each Summer Cleaning</b>	<b>Cost per Month (Winter)</b>
Lower Level	\$ _____	\$ _____

	<b>Cost per each Summer Cleaning</b>	<b>Cost per each (Winter)</b>
Main Floor	\$ _____	\$ _____

**Emergency Call out:** \$ \_\_\_\_\_ (Cost per hour)

Note: For the Terminal Building: On average there are 65 summer cleanings (including floor); 6 winter months; and 2 winter floor cleaning requests.

Award Criteria: An award of a contract will be made to the low, responsive, responsible bidder in the aggregate. It is the intent of the ARRC to make one award to one Contractor to perform all the services required in this bid.

BIDDERS NAME AND ADDRESS

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
CONTACT FAX NUMBER

