

# FAIRBANKS JANITORIAL SERVICES

# REQUEST FOR PROPOSALS No. 25-69-213267

OCTOBER 10, 2025

ALASKA RAILROAD CORPORATION 327 WEST SHIP CREEK AVENUE ANCHORAGE, ALASKA 99501



October 10, 2025

ALASKA RAILROAD CORPORATION 327 W. Ship Creek Ave.

Anchorage, AK 99501 PHONE: 907-265-8747

MOBILE: 907-885-1747

EMAIL: <u>SAYS@AKRR.COM</u>

REQUEST FOR PROPOSAL #25-69-213267

# FAIRBANKS SHOPS JANITORIAL SERVICES

**Response Requested:** This form must be completed and returned to ensure receipt of future addenda or additional information. Email this form to: says@akrr.com. Addenda will be emailed to the contact listed below; however, it is the responsibility of the offeror to make sure they have received all addenda, and have acknowledged all addenda on their Service Bid Form.

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 Alaska Railroad Corporation (ARRC) Contract Administrator, or by checking ARRC's Solicitations webpage located at:

https://www.alaskarailroad.com/corporate/procurement/solicitations

Offerors must acknowledge the receipt of all issued addendum(s) on their Proposal Bid Form.

Company:			
Address:			
Contact:			
Phone:			
Email:	 	 	

Website: www.alaskarailroad.com



October 10, 2025

ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
PHONE: 907-265-8747

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# REQUEST FOR PROPOSALS (RFP) # 25-69-213267

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

# FAIRBANKS SHOPS JANITORIAL SERVICES

Proposals will be received until 3:00 PM local time on Tuesday, November 4, 2025 via Dropbox.

**Pre-Proposal Site Visit/Conference:** A pre-proposal conference will be held on **October 21, 2025 at 11:00 AM**, local time, at the ARRC Fairbanks Round House Office located at 241 Jack Lindsey Lane, Fairbanks, AK 99701. This is **not** a mandatory meeting, although interested firms are encouraged to participate. An offeror's failure to attend the pre-proposal conference will in no way relieve the offeror of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this RFP. **Please bring your PPE as hard hats and safety glasses will be required while in the shops. No open toed shoes are allowed.** 

The expected start date of the contract is December 1, 2025.

An electronic copy of your firm's proposal must be submitted via Dropbox. Additionally, the original hard copy must be mailed or hand-delivered to the ARRC headquarters located in Anchorage in accordance with the instructions provided in Section D – Proposal Information, Conditions, and Instructions of this solicitation.

It is the offeror's responsibility to verify with the Contract Administrator that their proposal was received timely. If your firm has restrictions on Dropbox submittals or if hand delivery of the proposal package is not feasible, you must contact the ARRC Contract Administrator at least seven days prior to the proposal due date to discuss alternatives.

Proposals received by email transmission will not be considered for award. Proposals shall be submitted on the forms furnished herein. Amendments or withdrawals must be received by ARRC's Supply Management Department via Dropbox prior to the date and time listed above.

The ARRC may award a contract(s) 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 ARRC's Standard Terms and Conditions contained in this solicitation package.

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

Green Star recognizes organizations that demonstrate an ongoing commitment to reducing waste, preventing pollution, and conserving energy. The railroad has repeatedly recertified the Green Star Award and earned an



additional Green Star Air Quality Award in 2007. In 2011, Green Star Inc. presented the Alaska Railroad with its premier new "Super Nova Award" recognizing a higher level of leadership and commitment to doing business in an environmentally responsible manner. ARRC continues to pursue programs and initiatives that promote environmental stewardship.

Please direct all questions concerning this solicitation in writing to:

# Sazil Say

Contract Administration Specialist

says@akrr.com

907.265.8747 office 907.885.1747 mobile

physical: 327 W. Ship Creek Ave, Anchorage, AK 99501



# **SOLICITATION CONTENTS**

SECTION A INTRODUCTION **SECTION B** SPECIAL CONDITIONS SCOPE OF SERVICE - SPECIFICATIONS SECTION C PROPOSAL INFORMATION, CONDITIONS, & INSTRUCTIONS SECTION D SECTION E PROPOSAL FORMAT AND CONTENT SECTION F **EVALUATION AND SELECTION PROCESS** SECTION G COST PROPOSAL – FEE SHEDULE SECTION H CONTRACTOR RESPONSIBILITY QUESTIONNAIRE SECTION I SERVICE BID FORM QUALITY CONTROL PROGRAMS, CONSERVATION PROGRAM, SECURITY & KEY SECTION J **CONTROL PROGRAM** SECTION K PERSONNEL ROSTER FORM SECTION L GENERAL TERMS & CONDITIONS (SERVICES CONTRACTS)

#### **SECTION A**

#### INTRODUCTION

#### **COMPANY BACKGROUND**

The Alaska Railroad Corporation (ARRC) is a full-service railroad providing year-round passenger and freight rail services in Alaska. ARRC operates and maintains over 500 miles of track, serving communities from the ports of Seward and Whittier in South Central Alaska, north to Fairbanks and North Pole in the Interior.

ARRC is a public corporation formed pursuant to AS 42.40 and is an instrumentality of the State within the Department of Commerce, Community and Economic Development. Business lines include Freight and Passenger Transportation Services as well as Real Estate Services for Leasing and Permitting of ARRC properties. Corporate functions and activities include a Governing Board, Executive Leadership, Human Resources, Procurement, Public Information (Press Releases, Media Kits, etc.). as well as many regulatory requirements relating to Safety, Environmental and Security, etc.

You can learn more about the Alaska Railroad Corporation by visiting www.alaskarailroad.com.

#### PROJECT OVERVIEW AND PURPOSE

The Alaska Railroad Corporation (ARRC) intends to award a contract for janitorial services at its Fairbanks office facilities. The objective of this contract is to fulfill the specific needs of ARRC by delivering high-quality janitorial services and ensuring effective oversight of service operations. 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.

#### **FUNDING**

The funding for this project is proposed to use ARRC Internal Funds.

#### **SECTION B**

#### **SPECIAL CONDITIONS**

The Alaska Railroad Corporation (ARRC) proposes to award contract to procure the services of firms to provide custodial care (janitorial) for ARRC Fairbanks based facilities.

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

Area 1 - Fairbanks Round House - 241 Jack Lindsey Lane 99701

Area 2 - Section House - Deere Road 99701

# **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 party's 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 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. Custodial services are expected to be performed according to the Schedule of Items and Frequency Charts. 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

Juneteenth June 19 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

# **SCOPE OF SERVICE - SPECIFICATIONS**

- 1. SPECIFIC DEFINITIONS
- 2. SCOPE OF WORK
- 3. ARRC FURNISHED PROPERTY
- 4. CONTRACTOR FURNISHED ITEMS
- 5. SPECIFIC TASKS
- 6. PENALTIES
- 7. SCHEDULE
- 8. CONTRACT ADMINISTRATION DATA

#### **SPECIFIC DEFINITIONS**

The following definitions are used throughout this solicitation and ensuing Contract(s).

- "Contractor" shall be 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.
- "Contractor's Project Manager" ("PM") shall be the person appointed by the Contractor who shall have the full authority to act for the contractor in regards to all matters.
- "Contractor's Project Manager Designated Representative" ("PMDR") shall be the designated person appointed to act with certain authority as delegated by the Project Manager (Contractor's option).
- "Contracting Officer" ("CO") shall be the designated person duly authorized to enter into, administer change orders, or terminate contracts on behalf of ARRC.
- "Contracting Officer's Representative" ("COR") shall be the designated person appointed to act within certain authority as delegated by the Contracting Officer.
- "Contractor's Service Employees" shall be 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.

#### SCOPE OF WORK AND PERFORMANCE SCHEDULE

- 2.1 **Scope of Work:** The Contractor shall provide all labor, tools, material, supplies, supervision, equipment and other items or services necessary to perform the work as defined in these specifications, except as referenced as ARRC furnished property and services in Section C.3. 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 December 1, 2025, or date of executed contract, whichever is later, through November 30, 2027. The period of performance may be extended by ARRC at its option and mutual agreement by both parties for three (3) 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.

#### **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. Personnel Roster: An updated personnel roster shall be submitted to the Contract Manager and Contracts Office quarterly.
- 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 may, at its option 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 ensuring 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.
- 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 "COR" has been granted.

- 2.2.8 Meetings: The "PM" or "PMDR" shall meet with the ARRC "CO" and/or "COR" 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 "COR". Response by return telephone call shall be accomplished with thirty (30) 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 bidder's 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" and the "COR during the first month of the contract. Meetings will be as often as necessary thereafter as determined by the "CO". 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 nonoccurrence.
- 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.
- 2.3.5 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 "CO: or the "COR" between 8:00 a.m. and 10:00 a.m., of 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 (2) hour time limit, ARRC may then clean, resupply, or take whatever action is necessary to correct the deficiency. ARRC's cost for performing said work will be deducted from the Contractor's next payment in accordance with Section C.6 Penalties.

#### **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 not for any toll or long-distance calls by the Contractor or the Contractor's employees.

# SECURITY, LOST AND FOUND AND KEY CONTROL

- 2.5 Security: When services are provided outside normal duty hours, doors and windows will be locked by Contractor's employees when finished (paragraph 2.6). If security is enforced by means of an access register, employees shall sign the register. The Contractor shall report to the "COR" any instance wherein the doors and windows were found unlocked or unsecured upon arrival of the Contractor's employees at the work area. All contractor employees will be issued an ID badge which must be visibly worn at all times while on ARRC property. Badges and keys are not to be traded or loaned out.
- 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 those systems will be replaced by ARRC and the cost of replacing locks will be deducted from the Contractor's next schedule or submitted invoice.

# **HOURS OF OPERATION**

2.6 Hours of Operation: All work under this contract is to be accomplished between the hours of 5:00 p.m. and 5:00 a.m. unless a different time is specified. Times may be altered with the consent of ARRC. In order to alter times, the Contractor must request in writing the alternate times schedule and present it to the ARRC Contracting Officer and Project Manager.

# ARRC FURNISHED PROPERTY AND SERVICES

- 3. PREMISES AND UTILITIES: The ARRC shall furnish, without cost to the Contractor, designated storage spaces in building as shown in the drawings 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.
- 3.1 The Contractor shall maintain such utility storage to the same standards as similar areas by ARRC.
- 3.2 The Contractor will not make any alterations to the spaces unless there is with written permission by the Contracting Officer.
- 3.3 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 "COR".)
- 3.4 ARRC assumes no responsibility for Contractor supplies, equipment, or personal belongings.

Page 12 of 50

#### CONTRACTOR FURNISHED ITEMS AND LIABILITIES

- 4. Materials: The Contractor shall furnish all equipment, cleaning supplies and labor necessary to perform the work as specified in this contract. The contractor shall supply a list of chemicals to the ARRC and receive approval before being used on ARRC property. The contractor is also responsible for keeping and maintaining MSDS' for all chemicals used and stored at the ARRC. MSDS' sheets shall be in the same storage area as the chemical.
- 4.1 ARRC may at any time cancel this contract in whole or in part for its convenience upon thirty (30) days written notice to Contractor.
- 4.2 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 and will be subject to inspection and approval for use by ARRC "CO" or "COR".
- 4.2.1 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.
- 4.2.2 The Contractor shall furnish and use beater bar type vacuums for carpeted floors.
- 4.3 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.)
- 4.4 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.

# **DEFINITIONS - SPECIFIC TASKS INDEX**

5.1	Schedule of Items
5.2	Remove Trash
5.3	Vacuum Carpet
5.4	Shampoo Carpets
5.5	Floor Maintenance
5.6	Washing Floors
5.7	Sweep or Vacuum Floors
5.8	Walk-off Mat Cleaning/Long Hallway Runners
5.9	Low Dusting
5.10	High Dusting
5.11	Spot Cleaning
5.12	Clean Drinking Fountains
5.13	Clean Light Fixtures
5.14	Glass Cleaning
5.15	Restroom Cleaning
5.16	Restroom Drains
5.17	Brush off and Vacuum Chairs
5.18	Ceramic Tiles
5.19	Air Sprays
5.20	Stairwells
5.21	Radiators and Registers
5.22	Electronic Equipment
5.23	Snow and Ice Removal
5.24	Periodic Cleaning Areas

#### **SPECIFIC TASKS**

- 5.1 Schedule of Items: The Contractor shall provide basic cleaning of the indicated areas, as shown in Schedule of Frequency Chart.
- 5.2 Remove Trash: All waste baskets, cigarette butt receptacles (ashtrays, butt cans, etc.), and other trash containers within the area shall be emptied, washed or wiped clean as required, and returned to initial locations. Boxes, cans, and papers, 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 a designated trash collection receptacle(s).

Trash Receptacles: Receptacles shall be thoroughly cleaned and sanitized inside and outside and retained in such manner throughout the duration of the contract. Receptacles shall be free from splashes, scuff marks, dirt and offensive odors.

- 5.3 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 only responsible for "spot cleaning" of areas smaller than two (2) square feet. Soiled areas larger than two (2) square feet will be cleaned during scheduled carpet shampooing. All tears, burns, and raveling shall be brought to the attention of the "COR".
- 5.4 Shampoo Carpet: After shampooing, all carpeted floors shall be vacuumed and 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. All Shampooing will be accomplished during the first ten (10) days of the month as scheduled on the Schedule of Frequency Chart. The Contractor shall notify the "COR" two (2) working days prior to the day the carpet is to be shampooed. Carpet molding shall be clean and free from film and streaks.
- 5.5 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 receptacles, 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 buffing, spray buffing, stripping, and waxing as required to achieve the above stated results.

Particular Floor Maintenance: Within thirty (30) days from award of contract, all tile and vinyl floors must be stripped of all wax, resealed to sufficiently protect the flooring and finish coat(s) applied, as stated in Section 5.5

5.6 Washing Floors: All uncarpeted accessible areas shall be washed. Chairs, trash receptacles,

and easily moveable items shall be moved to clean underneath. After being cleaned, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film, debris, or standing water. There shall be no splash marks or streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Wooden or carpeted floors shall not be washed. Areas with concrete floors should be swept every time and moped weekly.

- 5.7 Sweep Floors: Sweep or Vacuum Floors: After the floor has been swept or vacuumed the entire floor surface, including corners and abutments, shall be free of litter, dust, and foreign debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath.
- 5.8 Walk-off Mat Cleaning: Carpet-type entrance mats shall be beaten and vacuumed to remove soil and grit and to restore resiliency to the carpet pile. Rubber or polyester entrance mats shall be swept or vacuumed and hosed down outside to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.
  - Long hallway runners are to be vacuumed then rolled up to allow cleaning of hallway, unrolled and vacuumed again to remove any loosened dirt or grit.
- 5.9 Low Dusting: After low dusting all dust, lint, litter and dry soil shall be removed from the horizontal surfaces and chairs, file cabinets, radiators, and other types of office furniture and equipment, and from horizontal ledges, window sills, hand rails, etc. (Excluding desks) to a line 7'0" above floor level.
- 5.10 High Dusting: After high dusting all dust, lint, litter and dry soil shall be removed from the surfaces above 7'0" from the top of the floor surface. Venetian blinds, where installed, are included in high dusting. Contractor to notify the "COR" two (2) work days prior to the day this work is scheduled.
- 5.11 Spot Cleaning: Remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors, fixtures and carpeted or uncarpeted floors. Germicidal detergent shall be used in restrooms, locker rooms, break areas, and drinking fountains. Brass hardware, aluminum bars, and other metal on doors shall be polished with a polishing compound. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evident of removed soil.
- 5.12 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.
- 5.13 Clean Light Fixtures: Cleaning of light fixtures will be performed on request and shall be billed separately.
- 5.14 Glass Cleaning: Includes all glass partitions, interior and exterior glass doors, display cases, directory boards, draft shields on windows, mirrors and adjacent trim. After glass cleaning there shall be no trace of film, dirt, smudges, water and other foreign matter.
- 5.15 Restrooms: The Contractor shall clean and supply restrooms for the indicated areas as shown in Schedule of Frequency Chart. 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.

- 5.16 Drains: 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.
- 5.17 Brush off/Vacuum Chairs and Sofas: Wooden benches in the depot shall be brushed with a dust brush to remove lint, dust or other foreign settlement.
- 5.18 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 "COR".) After cleaning, grout and tiles shall be free from streaks, smudges, water spots, and strong odors.
- 5.19 Air Sprays: After cleaning areas, an unscented disinfectant air spray shall be used in approved offices, conference rooms, and open common area.
- 5.20 Stairwells: Stairwells include landings at both top and bottom of stairs. Cleaning shall be accomplished so as to remove any food or beverage spills, dirt, grit, water spots, scuff marks, etc. Stairwells are expected to show normal wear and tear from daily use but not left-over dirt or soils.
- 5.21 Radiators and Registers: Radiators, covers, ventilation registers and bathroom fans shall be cleaned using a duster, soap, and germicide cleanser. After cleaning, radiators and registers shall be free from all dirt, soils, dust or lint.
- 5.22 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.
- 5.23 Snow and Ice Removal: Snow and Ice removal will be by request only. A contractor is expected to clear snow from door swings and entrances that they need to access if it has not been already done.
- 5.24 Periodic Cleaning Areas: Special events, the ARRC honors Use Permits and Agreements with non-political community service groups and organizations as a meeting facility and/or to hold activities in the Fairbanks Depot. These activities usually take place during the months of October through April and are normally held in the evening. Access to the depot to the building is usually from approximately 4:00 p.m. to midnight. On those evenings when additional cleaning is required, your firm will be notified forty-eight (48) hours in advance.

sinks and counters.	

Fridges should be wiped off and cleaned on the outside only. The contractor is not responsible for the inside of fridges and freezers. The contractor is not expected to clean dishes, only the

5.25

#### **PENALTIES**

- 6. Penalties will be charged for omission of daily cleaning.
- 6.1 Omission of a minor nature as addressed in Section C.2, Paragraph 2.3.4 shall be brought to the attention of the Contractor or Project Manager. The Contractor shall have the right to cure the omission during the next scheduled cleaning period. Should the omissions prevail and after three (3) notices Contractor does not cure the deficiencies, ARRC may, at its option, perform the work and deduct the cost of labor from the Contractors next payment on submitted invoices.
- 6.2 Omissions of a major nature as addressed in Section C.2, Paragraph 2.3.5 shall be brought to the attention of the Contractor or Project Manager. The Contractor shall have the right to cure the omission in the allotted tow (2) hour time frame. If the Contractor does not cure the deficiency, ARRC shall perform the work and deduct the cost of labor from the Contractor's next payment on submitted invoice.
- 6.3 ARRC's labor costs will be charged at the rate of \$35.00 per hour with a minimum charge of one (1) hour. Time over any full hour shall be counted as one (1) additional hour and will be charged as such.

# **SCHEDULE**

# **EXHIBIT I – SCHEDULE OF FREQUENCY CHART**

Building	Room Type	Approx. SF	Remove Trash	Vacuum Carpet or Sweep & Mop Floor	Dust / Sanitize	Floor Maint.	Window Clean
Round House							
First Floor	Men's Restroom/	200	3W	3W	3W	M3	
	Locker room*	56	3W	3W	3W	M3	
	Women's restroom	104	3W	3W	3W	M3	
	Lunch Room	260	3W	3W	3W	M3	
	Office	272	3W	3W	3W	M3	
	Hall	120	3W	3W	3W	M3	M6
	Stairwell	160	3W	3W	3W	M3	
Second Floor	Offices (3)	117 ea.	3W	3W	3W	M3	M6
	Big Office	280	3W	3W	3W	M3	
	Restroom	24	3W	3W	3W	M3	
Approx: 2427 SF	Conference Area	600	3W	3W	3W	M3	M6
Car Shop	Men's Rest Rm.*	96	3W	3W	3W	M3	
	Locker area	176	3W	3W	3W	M3	
	Office	220	3W	3W	3W	M3	
	Lunch Rm.	340	3W	3W	3W	M3	M6
Approx: 1087 SF	Women's Restroom*	255	3W	3W	3W	M3	
Freight House							
First Floor	Office	221	3W	3W	3W	М3	
	Lunch Room	342	3W	3W	3W	М3	M6
	Locker Area	176	3W	3W	3W	М3	
	Men's Restroom	96	3W	3W	3W	M3	
	Women's restroom*	64	3W	3W	3W	M3	
	Kitchenette	100	3W	3W	3W	M3	M6
	Stairwell	48	3W	3W	3W	M3	
Second Floor	Break Room	300	3W	3W			
	Locker area	100	3W	3W			
	Office	408	3W	3W	3W	M3	M6
Approx: 1967 SF		312	3W	3W	3W	M3	M6
Facilities Bldg.	Office	86	3W	3W	3W	M3	-
<u> </u>	Break Room	204	3W	3W	3W	M3	M6
Approx: 0410 SF		120	3W	3W	3W	M3	
S&T Shop	Offices (4)	900	3W	3W	3W	M3	M6
Approx: 1000 SF	Restroom*	100	3W	3W	3W	M3	
Section House	Office	240	3W	3W	3W	M3	
Approx: 0312 SF	Restroom	72	3W	3W	3W	M3	

<sup>\*</sup>Shower locations

Note: Services for 2 times a week can be no closer than 72 hours apart, and for 3 times a week no closer than 48 hrs apart. The contractor must pre approve days and times with the Project Manager prior to the start of the contract.

# **EXHIBIT II – FREQUENCY CODE INDEX CHART**

1 W	One (1) time weekly (Sunday or Wednesday)
2 W	Two (2) times weekly (Monday and Wednesday or Tuesday
	and Thursday)
3 W	Three (3) times weekly (Sunday, Tuesday, and
	Thursday)
5 W	Five (5) times weekly (Sunday through Thursday)
7 W	Seven (7) times weekly
M 1	Monthly
M 2	Every two (2) months (January, March, May, July, September,
	November)
M 3	Every three (3) months (February, May, August, November)
M 6	Every six (6) months (February and August)
N	As needed
S	As Scheduled

# **CONTRACT ADMINISTRATION DATA**

- 8. This Contract will be administered by the Contracting Officer or their authorized representative assigned to the Alaska Railroad Corporation, Supply Management Department, 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.
- 8.1 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 D**

# PROPOSAL INFORMATION, CONDITIONS, & INSTRUCTIONS

# 1. Pre-Submission Proposal Inquires

Offerors 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 10 days prior to submission deadline. Written inquiries must be submitted to Sazil Say at SayS@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 Offerors. Oral and all other non- written responses, interpretations and clarifications shall not be legally effective or binding. Any Offeror 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

Proposals will be received until 3:00 PM local time on Tuesday, November 4, 2025 via Dropbox.

One electronic copy of your firm's proposal must be submitted using DropBox. Proposals shall be submitted by the above-mentioned date/time to the following DropBox link:

# https://www.dropbox.com/request/2tNk7WCKM5i0eLlxPjYR

It is the offeror's responsibility to verify with the Contract Administrator that their proposal was received timely. If your firm has restrictions on Dropbox submittals, you must contact the ARRC Contract Administrator at least seven days prior to the proposal due date to discuss alternatives.

Direct File Name/Document Title: File naming convention shall be titled *FirmName-RFP#-RFPName* and *FirmName-Cost Proposal-RFP#-RFPName* 

The **original copy** of your proposal will need to be mailed/delivered to the address provided below by the proposal due date. The Dropbox submittal date/time will be used for the official receipt. Your proposal package (qualifications and proposals) must be complete. The envelop used for the submittal of your Sealed Offer shall be plainly marked with the Offeror's name, solicitation number, date and time scheduled for receipt of offers, and reference "Fairbanks Janitorial Services".

Alaska Railroad Corporation Attn. Sazil Say 327 W. Ship Creek Avenue Anchorage, Alaska 99501 Proposals received by email transmission will not be considered for award. Proposals shall be submitted on the forms furnished herein. Amendments or withdrawals must be received by ARRC's Contract Administrator via Dropbox prior to the date and time listed above.

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 Offerors 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 Offeror whose proposal conforming to this solicitation will be most advantageous to ARRC.
- (h) To negotiate any rate/fee offered by a Offeror. ARRC shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Offeror does not accept ARRC's final offer, ARRC may, in its sole discretion, reject the proposal and start negotiations with the next highest ranked Offeror.
- (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 Offerors and either award to another Offeror or reject all proposals or cancel the RFP.
- (j) 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 Offeror shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and if applicable, performance of the demonstration, 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, Offeror expressly waives (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

If applicable, proposers are responsible for all costs associated for attending the demonstration, including but not limited to, flights, per-diem, car rental and lodging for their assigned staff travelling to Alaska for the in- person demonstration.

#### 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 Offeror who submits a proposal shall not include any such tax in any of its proposal prices or in any calculation thereof.

# 8. Proposal Package Format

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.

Interested firms shall submit one (1) electronic (soft copy) proposal and one (1) original (hard copy with signatures). The proposals should contain a statement of qualifications, a concise narrative that fully addresses each Evaluation Criteria as it pertains to the Scope of Services, and include other required information. The original proposal shall be fastened with one staple, binder clip, or rubber band. No other form of binding shall be used and no cover or dividers shall be included. Proposals shall have a maximum of thirty (30) pages. Page count does **not** include the 2-page cover letter, questionnaire, bid form, or personnel resumes. Material not so identified or assembled may be discarded without evaluation.

**Cover Letter:** A signed cover letter of a maximum two pages should introduce the proposed firm and include the following:

- summarize the main qualifications of the firm and verifying that the firm meets the minimum qualifications (item #14) and whether the firm qualifies for the Alaska Bidder/Offeror's Preference if applicable (item #15)
- disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest
- include any other information the Contractor deems will emphasize the Contractor's ability to successfully perform the services required and demonstrate why selection of Contractor would be advantageous to ARRC

Technical Proposal: Important Instructions, the following information is <u>required</u> to be considered responsive, Offerors must submit the following with their proposal:

- (a) Contractor Responsibility Questionnaire, **Section H** (notarized)
- (b) Service Bid Form, **Section I** (signed and with all addendum(s) acknowledged)
- (c) Quality Control Programs, Conservation Program, Security, & Key Control Program, Section J
- (d) Personnel Roster Form, Section K
- (e) **Response to Section E.** Acceptable responses must be titled, numbered, and assembled in the order in which the criteria are listed in below and in Section E, so the criterion to which information applies shall be plainly evident with clearly labeled sections. Failure to respond directly to any criteria will result in an evaluation score of zero for that criterion.
  - Section 1 Company Qualifications
  - Section 2 Firm's Proposed Work Plan
  - Section 3 Cost Proposal (as a separate documents)

# 9. Capacity to Perform

Any Offeror considered for award as a result of this solicitation may be required to make assurance to the Contract Administrator concerning the Offeror's capacity and capability to perform. Previous contracts of a like nature, financial solvency, and other information may be requested of the considered Offeror. 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. If travel is required, ARRC will be billed per diem for meals and incidentals using the current Department of Defense rate. Airfare will be billed at cost with coach airfare only, no first class or business class. Lodging must be reasonable. ARRC will not pay for alcohol, valet parking, or 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 Offeror.

# 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 Offeror 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 Offerors

#### **Minimum Qualifications:**

Offeror must meet the following minimum qualifications.

• Offeror must be licensed in Alaska and have a minimum of three (3) years of experience providing the services listed in the scope of work/deliverables.

#### **General Qualifications:**

Offerors 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 Offerors have the ability to perform the services outlined in the Scope of Work in a satisfactory manner. Such actions will include an evaluation of the Offeror's qualifications and references prior to Contract Award. Offerors 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 an Offeror and any other Offeror(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 Offeror may not be financially able to complete the work required by the Scope of Work in a satisfactory manner.
- (d) If Offeror has failed to complete one or more public contracts in the past.
- (e) If Offeror has been convicted of a crime arising from previous public contracts.
- (f) If Offeror is not authorized to perform work in the State of Alaska.

#### 15. Alaska Bidder's Preference

For the purposes of evaluating the price evaluation criteria, the proposed price of an Offeror who qualifies as an Alaska Bidder shall be reduced by 5%. The preference will be given to Offerors who:

- (a) hold a current Alaska business license;
- (b) submit a proposal for goods or services under the name on the Alaska business license;
- (c) have maintained a place of business within the state staffed by the Offeror, or an employee of the Offeror, for a period of six (6) months immediately preceding the date of the proposal;
- (d) are incorporated or otherwise 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 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, are composed entirely of entities that qualify under (a)-(d) of this subsection. Offerors seeking an Alaska Bidder's Preference must include a statement within their cover letter certifying that the Offeror meets the above requirements and is eligible to receive the Alaska Bidder's Preference. Copies of any relevant documentation should also be provided (this documentation does NOT count towards your 30-page limit).

# 16. Veterans Preference

If a bidder qualifies for the Alaska bidder preference and is a qualifying entity as defined herein, they will be awarded an Alaska 6 veteran preference of five percent (5%). The preference will be given to a

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) 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.

#### 17. Contract Period

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

# 18. 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). 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 2025-2027 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, FEMA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.

# 19. DBE Reports

Firms are required to report annually to the ARRC Contract Administrator all work by DBE contractors or subcontractors and the dollar amount. ARRC will provide the Firm a 14-day notice, by email, when to provide the information.

# 20. Protests

A protest based on alleged improprieties or ambiguities in a solicitation must be filed at least 10 days before the due date of the bid or proposal, unless a later protest due date is specifically allowed in the solicitation. If a solicitation is made with a shortened public notice period and the protest is based on alleged improprieties or ambiguities in the solicitation, the protest must be filed before the due date of the bid or proposal.

# 21. Alaska Business License and other required licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses

a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

#### **SECTION E**

#### 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:

#### **TECHNICAL PROPOSAL CONTENT**

**POINT VALUE** 

# 1. Company Qualifications

35 Points

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:

- Provide a brief history of company. Describe internal quality control programs in place to ensure standards are met.
- 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.

#### 2. Firms Proposed Work Plan

35 Points

- 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.
- 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?

Page 30 of 50

• 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.

3. Cost Proposal 30 Points

• **Important:** Pricing shall be submitted in a separate envelope labeled "Cost Proposal" (no copies required).

• Provide the information as outlined in Section G – Cost Proposal – Fee Schedule. Proposal rankings will be based on the *LUMP SUM TOTAL PER MONTH*.

#### **SECTION F**

#### **EVALUATION AND SELECTION PROCESS**

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. Please note, however, that a serious deficiency in any one criterion maybe grounds for rejection and that the listing of pricing as an evaluation factor does not require ARRC to select the firm that submits the lowest price. ARRC shall have the right to obtain, from any and all sources, information concerning a Proposer, which is deemed pertinent to the RFP, and to consider such information in the evaluation of the Proposer's proposal.

ARRC reserves the right to select the top ranked firm based solely on the scoring of the written proposals and to enter directly into negotiations with said firm. However, at its sole discretion, ARRC may require the highest ranked firms to make an oral presentation to the evaluation committee. Upon completion of the oral presentations, the evaluation committee will review the material presented and determine a ranking order for the firms interviewed in accordance with the evaluation criteria listed herein.

#### **Evaluation Criteria:**

TECHNICAL PROPOSAL	WEIGHT
1. COMPANY QUALIFICATIONS	40%
2. FIRMS PROPOSED WORK PLAN	40%
COST PROPOSAL	
3. FEE SCHEDULE	20%
TOTAL	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.

**Discussions:** The Evaluation Committee may decide to conduct discussions with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors selected by the Evaluation Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final evaluation. After discussions and any BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Section E.

**Clarifications:** 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. If during discussions or presentations the Contract Administrator determines there is a need for substantial clarification or a change in the RFP, ARRC will amend the RFP to incorporate the clarification or change and establish a date and time for Proposers to submit amended proposals. ARRC may adjust its evaluations as a result of receiving new or amended proposals to establish the highest ranked firm(s).

Upon completion of demonstrations, the Evaluation Committee will evaluate the presentations based upon the Evaluation Criteria and determine a ranking order for the firms.

**Negotiations:** Once ranking has been established, 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.

The Contract Administrator, or designee, may negotiate with the top ranked Firm(s). Contract negotiations shall be directed toward: (1) making certain that the Firm has a clear understanding of the scope of the work and the requirements involved in providing the required services; (2) determining that the Firm will make available the necessary personnel and facilities to perform the services within the required time; and agreeing upon compensation that is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the required services.

Offerors will not be advised of the Firm selected for negotiations until negotiations are complete. If contract negotiations are unsuccessful with Firm selected for negotiation, ARRC may either cancel the solicitation or negotiate with other Firm(s) in the order of ranking.

After completion of negotiations, a Notice of Intent to Award will be provided to all Firms according to ARRC procurement rules.

# **SECTION G**

#### **COST PROPOSAL**

An Offeror's failure to provide the information requested in this solicitation 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.

A minimum of three (3) years cleaning of commercial areas, as well as offices, will be required for proposals/bids to be considered responsive. Provide us with a minimum three (3) current or previous contractual commitments (include name, and phone of contact person) similar to ARRC's 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 offeror's responsibility to understand the services required in each area and to cost out monthly services appropriately.

# **FEE SCHEDULE**

DESCRIPTION		COST PER MONTH
Roundhouse/Diesel Shop		
First Floor:	Second Floor:	
Men's Restroom/Locker	Heavy Equipment Office	\$
Women's Restroom Lunchroom	Conference Area Staircase	
Hall	Stall Case	
Car Shop		
Restroom/Locker Room		
Foreman's Office		\$
Office		
Lunchroom Restroom in Inspection Shed (a	s required)	
Freight House	s required)	
First Floor:	Second Floor:	
Office	Two Offices	
Lunchroom	Breakroom	\$
Locker Room	Locker Room	Ψ
Men's Restroom		
Women's Restroom		
Kitchenette		
Facilities Building	\$	
Two offices, Lunchroom, Restro	oms	
S&T or Signal Shop		\$
Eight (8) Offices, Restrooms		<del>*</del>
Section House		\$
Breakroom, Restrooms		Φ
LUMP SUM TOTAL PER MONTH:		\$

Cost per hour for additional tasks requested:

**CONTACT PHONE NUMBER** 

DESCRIPTION		COST PER HOUR
Special Events (as needed basis who	Special Events (as needed basis when available)	
Miscellaneous Costs: Clean Light Fixtures (on request, to be	Miscellaneous Costs: Clean Light Fixtures (on request, to be billed separately)	
Snow and Ice Removal (Depot and O	perations Center)	\$
<b>Non-Collusion Affidavit:</b> 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 RFF his/her signature below:	and hereby agrees	to the conditions stated therein by affixing
OFFEROR'S NAME AND ADDRESS		
COMPANY NAME	SIGNATURE BY	Y AND FOR THE OFFEROR
MAILING ADDRESS	PRINTED NAM	E OF ABOVE OFFEROR
CITY, STATE & ZIP CODE	DATE OF BID	

**CONTACT EMAIL** 

#### **SECTION H**

#### CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

### Part I - Instructions

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

#### Part II – Identity of Proposer

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

2.	Proposer's Alaska business license number:	
3.	Proposer's contractor's license number (for construction only):	
4.	Proposer's legal address:	
	Telephone Number: ()	
5.	Proposer's local or authorized point of contact:	
	Name: Title:	
	Address:	
	Telephone Number: () Email:	
6.	How long has the Proposer been in business?	
7.	Has Proposer been in business under another name? If so, identify name and dates used.	
o	Does your firm consider itself to be an MBE, WBE or DBE?	
	YES □ NO □	
	If answer is "YES," attach a copy of certification.	
9.	Number of employees: including employees in the State of A	Alaska.
	Part III - Contracting History	
on a se entity; g comple person	Has the Proposer been awarded any contracts within the last five years by ARRC, the State of A entity for the same or reasonably similar goods or services sought by this solicitation? If none, are parate sheet of paper describe those contracts beginning with the most recent. State the name give a brief description of the contract and the contract number, the dollar amount at award and a ted; state the contract period, the status of the contract, and the name, address, and telephone n at the agency. Indicate if award was made to Proposer as prime contractor or joint venture. In more than three such descriptions.  YES  NO  NO	nswer "No". If yes e of the contracting at completion, date umber of a contact
name a complete the most	Has the Proposer been awarded any private sector contracts within the last five years for the s goods or services sought by this solicitation? If none, answer "No." If yes, on a separate sheet out address of the contracting entity, a brief description of work, the dollar amount at award and sted, status of the contract and name, address and telephone number of contact person as to east recent. Indicate if Proposer acted as prime contractor or joint venture. Proposers need not uch descriptions.	f paper provide the at completion, date ach, beginning with
	YES $\square$ NO $\square$ Any "YES" answer to #3 below must be fully explained on a separate sheet of paper and	d attached to this
questic	onnaire.	

3.	In the p	past five years has the Pr	oposer been the	e subject of any of the following actions?
	A.	Been suspended, deba	rred, disqualified YES □	d, or otherwise declared ineligible to bid? NO $\square$
	B.	Failed to complete a co	ntract for a publ YES □	ic or private entity? NO □
	C.	Been denied a low-bid	contract in spite YES □	of being the low bidder? NO □
	D.	Had a contract terminat	ed for any reaso YES □	on, including default? NO □
	E.	Had liquidated damage	s assessed agai YES □	inst it during or after completion of a contract? NO $\square$
F.	Been a	defaulter, as principal, s	urety or otherwi	se?
			YES □	NO 🗆
	G.	Been denied an award on not a responsible contra	actor?	act based upon a finding by a public agency that your company was
			YES □	NO 🗆
	H.			forcement of any of its rights under a surety agreement on the basis eclaring your company in default? NO $\Box$
	I.	Been denied a performa	ance or paymen YES □	t bond by a surety company? NO □
	J.	Been required to pay ba or overtime laws?	ack wages and/o	r penalties for failure to comply with state or federal prevailing wage
			YES □	NO 🗆
	ary to su	upply the goods or servic	es sought by thi	organizational, technical, equipment, facilities, and other resources s solicitation? If no, on a separate sheet of paper describe how you goods or services sought by this solicitation. NO $\Box$
describ	o meet t e any a	the required delivery or p pparent conflicts as betv	erformance requere	d commitments and/or contractual obligations that might impact its uirements of this solicitation? If yes, on a separate sheet of paper ements/commitments for this solicitation with respect to the use of expertise, financing, facilities, equipment, etc. NO $\Box$

# Part IV - Civil Action

If "Yes" to Parts IV or V, provide details on a separate sheet of paper including a brief summary of cause(s) of action; indicate if Proposer, its principals, officers or partners were plaintiffs or defendants; define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens. Complete details are required.

1. subject			s has Proposer, any of its principals, officers or partners been the civil antitrust law, or other federal, state or local civil law? NO $\Box$
			nt time is, or during the past five years has Proposer, any of its ant in any lawsuit or arbitration regarding services or goods provided
·	<i>.</i>	YES □	NO □
3. laws?	Bankruptcy. During the past fiv	e years, has the I	Proposer filed for bankruptcy or reorganization under the bankruptcy
		YES □	NO 🗆
4. or clain	Judgments, Liens and Claims.  n of \$25,000 or more by a subco		at five years, has the Proposer been the subject of a judgment, lien lier?
		YES □	NO 🗆
5. tax autl		years, has the F	Proposer been the subject of a tax lien by federal, state or any other
		YES □	NO 🗆
	Part V –	Compliance w	vith Laws and Other Regulations
1. current	<u>Criminal</u> : In the past five yea ly charged with any of the follow		oser, any of its principals, officers, or partners been convicted or
transac		vith obtaining, at	tempting to obtain, or performing a public contract, agreement or
iranoae		YES □	NO 🗆
B.	Federal or state antitrust statut	es, including pric YES □	ee fixing collusion and bid rigging? NO □
stolen p	C. Embezzlement, theft, property, or making false claims		making false statements, submitting false information, receiving ency? $$\operatorname{NO}\ \square$$
subcon	D. Misrepresenting minor tractors?	rity or disadvan	taged business entity status with regard to itself or one of its
		YES □	NO 🗆
state?	E. Non-compliance with the YES		ge requirements of the State of Alaska or similar laws of any other

F. procure		n of any law, regulatio	on or agreement re	elating to a conflict of interest with respect to a government funded
•			YES □	NO □
transac	G. tion?	Falsification, concea	Iment, withholding	g and/or destruction of records relating to a public agreement or
			YES □	NO □
transac	H. tion?	Violation of a statutor	ry or regulatory pro	ovision or requirement applicable to a public or private agreement or
			YES □	NO □
them th	I. at were			in Proposer's company have any felony charges pending against employment with the Proposer? NO $\Box$
2.	Regula	tory Compliance. In t	ne past five years,	has Proposer or any of its principals, officers or partners:
A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?				
			YES □	NO □
	B.	Been cited and asse	ssed penalties for YES □	an OSHA or Alaska/OSHA "serious violation"? NO □
	C.	Been cited for a viola	ition of federal, sta YES □	nte or local environmental laws or regulations? NO □
	D.	Failed to comply with	Alaska corporate YES □	registration, federal, state or local licensing requirements? NO $\Box$
had oth	E. erwise b	Had its corporate sta been prohibited from d		y's license or any professional certification, suspended, revoked, or he State of Alaska? NO $\Box$
			<u>Part</u>	: VI – Financial

# Copies of the following documents are to be submitted with this Questionnaire:

- 1. Proposer's current Alaska Business License, if required by state law.
- 2. Proposer's Financial Statements may be requested:

A. PUBLICLY TRADED COMPANIES: Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the Proposer.

B. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years <u>may be requested.</u>

NOTE: ARRC reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Proposer will provide

to ARRC if awarded a contract. All financial information provided is considered confidential and not subject to public disclosure under Alaska law.

## Part VII - Verification and Acknowledgment

The undersigned recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing ARRC to award a contract, or to allow Proposer to participate in ARRC projects as contractor, subcontractor, vendor, supplier, or consultant. The undersigned has read and understands the instructions for completing this Questionnaire.

STATE OF	_	
COUNTY OF	-	
I, (printed name)	, being first	duly sworn, state that I am the (title)
contained in the attached Questionnaire, and the and submitted concurrently or in supplemental acknowledge that any false, deceptive or frauducontract.	nat to the best of my knowled documents with this Question	nnaire is complete, current, and true. I furth
I authorize ARRC to contact any entity named hinformation provided in the Questionnaire or to		
Signature of Certifying Individual	Date	
Subscribed and sworn to before me this	day of	, 20
Signature of Notary	-	
Notary Public in and for the State of		
My Commission Expires:		

#### **NOTICE TO PROPOSERS:**

A material false statement, omission or fraudulent inducement made in connection with this Questionnaire is sufficient cause for denial of a contract award or revocation of a prior contract award, thereby precluding the Proposer from doing business with, or performing work for ARRC, either as a vendor, prime contractor, subcontractor, consultant or subconsultant for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges under applicable state and/or federal law.

# **SECTION I**

# ALASKA RAILROAD CORPORATION SERVICE BID FORM of

NAME

Form 395-0129 (12/99)

A	ADDRESS _					
To the CONTRAC	CT ADMINISTRA	ATOR, ALASKA RA	ILROAD CORPOR	RATION:		
and deliver all th	ne services and tained therein ar	perform all the wo	rk required in said	d <u>11/4/2025</u> , the Und d Invitation according erein as indicated on	g to the scope of w	ork an
ime as may be all and it is hereby i	owed in writing b mutually unders , shall be forfeite	y the Contract Admi cood and agreed th	nistrator, after recei at in case the Und	ny, within <b>Ten (10) Ca</b> ving notification of the dersigned does not, and said Contract A	e acceptance of this p the accompanying p	roposa proposa
	omplete perform			endar Days after the e, unle		
The Undersigned or Proposals (giv			ig addenda to the re	equirements and/or s	cope of work for this I	Reques
Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	
ssociation, or co	declares, under orporation of wh	ch he/she is a mer	mber, has, either d	ne United States, tha lirectly or indirectly, of free competitive bi	entered into any agr	eemen
roposal.		·		o the conditions state		
Name and Ti	itle of Person Siç	ning	 Signature			
Telephone N	lumber		Email			

Page 42 of 50

## **SECTION J**

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



THIS SECTION MUST BE RETURNED WITH YOUR PROPSAL

# **SECTION K**

# PERSONNEL ROSTER FORM

NAME OF FIRM:		
NAME AND POSITION OF T	THE PERSON COMPLETING THIS	S FORM:
EMPLOYEE NAME	LINE OF AUTHORITY	POSITION TITLE

THIS SECTION MUST BE RETURNED WITH PROPOSAL

#### **SECTION L**

#### **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. <u>Inspection and Reports</u>. 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. <u>Claims</u>. 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 <u>et seq</u>. of ARRC's Procurement Rules, which by this reference are hereby incorporated herein.

# 4. <u>Nondiscrimination</u>.

- 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. <u>No Assignment or Delegation</u>. 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. <u>Independent Contractor</u>. 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. <u>Payment of Taxes</u>. 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. <u>Governing Law</u>. 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. <u>Alaska Executive Branch Ethics Act Requirements</u>. 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 <u>et seq</u>. 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. <u>Covenant Against Contingent Fees</u>. 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. <u>Standard of Performance</u>. 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. <u>Warranty</u>. 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. <u>Indemnification</u>. 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. <u>Insurance</u>. 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 <u>Workers' Compensation Insurance</u>: 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 <u>Comprehensive (Commercial) General Liability Insurance</u>: 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:

## Contract Amount Minimum Required Limits

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 <u>Comprehensive Automobile Liability Insurance</u>: 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. <u>ARRC's Rights Not Waived by Payment.</u> 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. <u>Nonwaiver</u>. 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. <u>Savings Clause</u>. 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. <u>Headings</u>. 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. <u>Forum Selection</u>. 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. <u>Conflict of Interest</u>. 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. <u>Publicity</u>. 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. <u>Audit</u>. 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. <u>Internal Controls and Record Keeping</u>. 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. <u>Force Majeure</u>. 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. <u>Permits and Licenses</u>. 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. <u>Environmental Protection</u>. 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. <u>Set Off.</u> 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. <u>Observance of Rules</u>. 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. <u>No Third-Party Beneficiary Rights.</u> 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. <u>Entire Agreement</u>. 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. <u>Key Personnel Changes</u>. 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.