



Seward Janitorial Services

Request for Quote #21-33-209341

October 13, 2021

Alaska Railroad Corporation
327 W. Ship Creek Avenue, Anchorage, AK 99501
P.O. Box 107500, Anchorage, AK 99510-7500

Email: Walkerr@akrr.com



ALASKA RAILROAD CORPORATION

327 W. Ship Creek Ave.

Anchorage, AK 99501

Phone 907-265-2218

Fax 907-265-2439

WALKERR@AKRR.COM

October 13, 2021

REQUEST FOR QUOTE 21-33-209341

Seward Janitorial Services

Response Requested,

This form must be completed and returned to ensure receipt of future addenda or additional information. Fax this form to (907) 265-2439 or email to: WalkerR@akrr.com. All addenda will be forwarded to the contact name and number listed below.

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

Company _____

Address _____

Contact _____

Phone _____

Fax _____

Email _____

Website: www.alaskarailroad.com



Alaska Railroad Corporation
327 W. Ship Creek Avenue, Anchorage, AK 99501
P.O. Box 107500, Anchorage, AK 99510-7500
Telephone 907.265.2355 Facsimile 907.265.2439

October 13, 2021

REQUEST FOR QUOTE

21-33-209341

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

SEWARD JANITORIAL SERVICES

Quotes will be submitted via email to walkerr@akrr.com by **3:00 pm local time, October 20, 2021**. The title of the email shall include the following information:

1. Seward Janitorial Services.
2. Offer number 21-33-209341

The ARRC may award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the ARRC.

ARRC may reject any or all offers if such action is in the best interest of ARRC, and waives informalities and minor irregularities in offers received. ARRC may award a contract on the basis of initial offers without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Any contract resulting from this solicitation shall incorporate the Standard Terms and Conditions contained in this solicitation 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.

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

Each Proposer shall indicate all exceptions to terms, conditions, and specifications of this solicitation individually in its proposal. **IMPORTANT:** Exceptions other than those not allowed by law will be rejected. 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.



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

Please direct all responses and/or questions concerning this Request for Proposals to Rob Walker, Alaska Railroad Corporation, Supply Management, 327 Ship Creek Avenue, Anchorage, AK 99501. Questions may be emailed to Walkerr@akrr.com

Regards,

Rob Walker

Contract Administrator.
Alaska Railroad Corporation

BID INDEX

APPENDIX A	SPECIFIC TERMS AND CONDITIONS
APPENDIX B	SCOPE OF WORK
APPENDIX C	COST SCHEDULE
APPENDIX D	BIDDERS QUESTIONNAIRE
APPENDIX E	ALASKA RAILROAD CORPORATION SERVICE BID FORM
APPENDIX F	GENERAL TERMS AND CONDITIONS

ALASKA RAILROAD CORPORATION
REQUIRED DOCUMENTS

Submittals

REQUIRED FOR QUOTE. Bids will be considered non-responsive if the following documents are not completely filled out and submitted at the time of bidding:

1. **COST SCHEDULE - [APPENDIX C.]**
2. **BIDDER'S QUESTIONNAIRE - [FORM 395-0136] - [APPENDIX D.]**
3. **BID FORM - [FORM 395-0129] - (SERVICE BIDS ONLY) - [APPENDIX E.]**

APPENDIX A SPECIFIC TERMS AND CONDITIONS

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

Minimum Qualifications: Services procured through this bid are critical to the operation of the ARRC. Any vendor who responds to this bid must meet the following minimum qualifications in order to be considered responsive:

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

The ARRC may conduct an inspection of the Contractor's facility to include its offices and inventory of the equipment being solicited prior to contract award. All bids submitted in response to this bid must be signed by an individual with the legal authority to submit the offer on behalf of the company. Bids/Proposals from vendors that do not meet the above qualifications will not be considered.

Period of Performance: The period of performance hereunder may be extended by ARRC at its option, by written notice to the Contractor and mutual agreement by both parties for four (4) additional one year terms. The terms and conditions of this contract are subject to renegotiation prior to exercising this option. The total duration of the contract including the exercise of any options shall not exceed five (5) years.

Price Escalation: Any proposed price change must be submitted in writing for ARRC's approval not less than thirty (30) days before it is scheduled to become effective. ARRC reserves the right to require Contractor's written justification of any proposed price increase and notwithstanding the termination clause set forth elsewhere herein, to terminate this agreement in whole or in part without prejudice to either party if it concludes that such price change is unacceptable

Tax Exempt Declaration: The Alaska Railroad Corporation (ARRC) is owned by the State of Alaska, and as such is exempt from both state and federal taxes. ARRC's Federal Identification number is 92-0020624. Invoices submitted with bed taxes will be returned, and left unpaid until contractor removes taxes from invoice.

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

COMPLIANCE WITH LAWS AND SAFETY REGULATIONS: Contractor agrees that in the performance of this contract it will comply with the requirements of all applicable Federal, State and local statutes, regulations and orders and will indemnify and save ARRC harmless from any claim, loss or damage arising from Contractor's alleged violation of them.

APPLICABLE LAW: This contract, and all questions concerning the capacity of the parties execution, validity (invalidity) and performance of this contract, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska.

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

TERMINATION AT OPTION OF ARRC: ARRC at its option may terminate this contract in whole or in part by written notice to Contractor. Upon termination, ARRC shall pay Contractor only for direct expenditures of work specifically identified to this contract (in no event shall ARRC be liable for incidental, consequential, or punitive damages, overhead or other direct or indirect costs, or lost profits. Payments made under this paragraph shall not exceed the contract price.

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

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

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

Questions Regarding Quote: All questions regarding the Request for Quote shall be submitted via email to walkerr@akrr.com , or via fax to 907-265-2439.

APPENDIX B SCOPE OF WORK

SECTION 2: SCOPE OF WORK

1.0 Purpose

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

2.0 ARRC Personnel and Contractor Personnel Requirements

2.1 DEFINITIONS

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

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

2.2 CONTRACTOR EMPLOYEES

- 2.2.1 Employee Acceptability: The Contractor's employees shall be capable and experienced in custodial work; honest, professional, and dependable of character; clean and neat in appearance; and free of communicable disease.
- 2.2.2 Employee Age: All contractor employees that work on ARRC property shall be at least eighteen (18) years of age.

- 2.2.3 Grounds for Dismissal: The Contracting Officer may, in writing, require the dismissal of any employee performing work under this contract who is deemed incompetent, insubordinate, or otherwise objectionable, or whose continued employment is deemed contrary to public interest of inconsistent with the best interest of the ARRC.
- 2.2.4 Communication: The PM and PS must be fluent in both the written and spoken English language. All contractor employees must be fluent enough in the English Language to understand safety and security signs and verbal directions.

3.0 Scope of Service

3.1 CLEANING

Use cleaners that are made for the item being cleaned

- 3.1.1 Remove Trash: All waste baskets, cigarette butt receptacles, and other noted trash containers shall be emptied; cleaned and sanitized as required; and returned to initial locations. Boxes, cans, papers, etc. placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. Ashes and debris shall be removed from cigarette butt receptacles and placed in a nonflammable container. Trash shall be deposited in designated trash collection receptacles.
- 3.1.2 Recycling: Contractor is not to empty or remove recycle materials in marked recycle bins. The recycle containers and contents are the responsibility of the ARRC employees.
- 3.1.3 Floors and Stairwells:
- 3.1.3.1 Sweep and Mop Floors: All uncarpeted floors and stairs shall be swept, including corners and abutments. After sweeping, floor shall be free of litter, dust, rocks, and foreign debris. After mopping, floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film, debris, or standing water. Chairs, trash receptacles, walk-off mats, and other easily moveable items shall be tilted or moved to sweep and mop underneath. Non movable items shall be swept and mopped under as best as possible. There shall be no splash marks or streaks on furniture, walls, baseboards, etc.
- Contractor will use clean water when mopping the floors and replace multiple times as needed when mopping. Mops and buckets will be kept clean and odor free, and replaced when necessary. All mop water shall be drained in noted locations only.
- 3.1.3.2 Floor Maintenance: All uncarpeted floors, including stairways, stair wells, and landings, accessible to floor machines unless specified elsewhere as having a "special: floor shall receive floor maintenance. After receiving floor maintenance, the entire floor shall have a uniform coating of a nonskid floor finish, have a uniform, glossy appearance, and be free of scuff marks, heel marks, and other stains and discolorations. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacle, etc. Chairs, trash

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

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

3.1.4 Bathrooms:

Contractor shall Sanitize, Clean, and Stock Bathrooms

Restrooms: The Contractor shall clean sanitize and stock restrooms.

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

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

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

3.1.5 Vertical and Horizontal Surfaces

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

- 3.1.5.2 Radiators and Registers: Radiators, covers, ventilation registers and bathroom fans shall be cleaned using a duster or soap and water if needed. After cleaning, radiators and registers shall be free from all dirt, soils, dust or lint.
- 3.1.5.3 Kitchen areas: Contractor shall ensure that surface areas are kept clean; the outside of the refrigerators shall be wiped down. Contractor shall clean microwaves inside and out. Contractor is not responsible for the inside of the refrigerators or dirty dishes.
- 3.1.5.4 Clean Drinking Fountains: Clean and disinfect all porcelain and polish metal surfaces, including the orifices and drain. After cleaning, the entire drinking fountain shall be free from streaks, stains, smudges, offensive odors, scale and other obvious soil.
- 3.1.7 Windows / Glass: All inside of windows, glass and mirrors shall be cleaned as needed to keep them free of dust, soil, hand prints etc.
- 3.1.8 Furniture: All furniture shall be wiped down or vacuumed to keep them free of soil lint, dust or other foreign items.
- 3.1.10 Items/ Areas Not Required to be cleaned:
- 3.1.10.1 Electronic Equipment: All electronic equipment including data processing machines, keyboards, monitors, typewriters, telephones, teletypes, facsimile machines, personal computers, adding machines, portable calculators, and desk lamps shall **not be cleaned** and extreme caution taken to prevent any damages to equipment by bumping, unplugging or moving when cleaning or vacuuming around equipment and electrical plug-in apparatus.
- 3.1.10.2 Personal Items: The contractor shall not move or displace personal items and shall take care in not disrupting these items. If items are in the way of cleaning, the contractor shall work around the items as best as possible and notify MFC of any problems or concerns.

3.2. EQUIPMENT, LABOR AND SUPPLIES

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

- 3.2.1 Equipment: The Contractor shall furnish all equipment, materials, and tools necessary to properly perform the work as specified in this contract. Equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces and will be subject to inspection and approval for use by ARRC. ARRC is not responsible for contractor or contractor personnel material supplies, belongings or equipment.
- 3.2.1.1 All electrical equipment used by the Contractor shall meet all safety codes. This equipment must operate using existing building circuits (110 voltage). It shall be the responsibility of the Contractor to prevent the operation or attempt operation of electrical equipment, or combinations of equipment that require exceeding the capacity of existing building circuits.

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

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

3.2.3 Materials and Supplies: The contractor shall provide all supplies needed for this contract. All materials and supplies shall be of reasonable quality, the cost of these supplies shall be the responsibility of the Contractor. (NOTE: Bar soaps will not be acceptable.) **All restroom supplies** shall be pre-approved by the ARRC and M.S.D.S sheets will be provided for all cleaning-products. Supplies provided under this contractor will consist of:

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

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

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

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

3.3 QUALITY CONTROL

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

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

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

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

3.4 TRAINING

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

3.5 COMMUNICATION

- 3.5.1 Telephone Contact: The Contractor shall insure that they, the PM and PS be accessible, either through direct telephone or telephone answering device, seven (7) days per week, should the need arise for immediate contact by the "CO" or "COR". Response by return telephone call shall be accomplished with thirty-minutes (30 minutes) after ARRC has placed its call.
- 3.5.2 Email: The Contractor shall be available by email for normal communication. Email shall be responded to within a reasonable time frame.
- 3.5.3 Reports: Any reports requested by the contract shall be sent to the MFC on a periodic nature or as requested.

4.0 Areas of Service

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

			<u>Summer</u>	<u>Winter</u>
Seward Round House	Office & Restroom	150 SF	Twice Weekly	Twice Weekly
Seward Section	Office	384 SF	Twice Weekly	Twice Weekly
	Restroom	384 SF	Twice Weekly	Twice Weekly
Seward Intermodal	Mezzanine	2,495 SF	Per Cruise Schedule	Twice Weekly
	Lower Level	1,509 SF	Per Cruise Schedule	Once Weekly
	Main Floor	21,275 SF	Per Cruise Schedule	Per Request

4.2 **BUILDING SPECIFIC:** Contractors shall note and follow the following building specific items.

Seward Intermodal: The main floor during the winter will be done per request and billed separately for the service. During the summer it will be done per the schedule and included in the contract amount.

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

5.0 Time of Operation

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

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

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

6.0 Specific Terms

6.1 SECURITY, LOST AND FOUND AND KEY CONTROL

- 6.1.1 **Security:** When services are provided outside normal business hours, doors and windows will be locked by Contractor's employees when finished. If security is enforced by means of an access register, employees shall sign the register. The Contractor shall report to the "MFC" any instance wherein the doors and windows were found unlocked or unsecured upon arrival of the Contractor's employees at the work area.
- 6.1.2 **Lost and Found Items:** It is the responsibility of the Contractor to ensure that all obvious articles of a personal nature or of monetary value found on floors, in hallways, on window sills, on restroom counters, etc. be reported to and relinquish to ARRC Security Office the following normal working day.
- 6.1.3 **Key Control:** The Key Control Plan (see QC program) shall establish 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.
- 6.1.4 **Lost Keys:** The Contractor will be required to replace, re-key or to reimburse ARRC for replacement of locks or re-keying as a result of lost keys. In the event a master key is lost or duplicated, all locks and keys for that systems will be replaced by ARRC and the cost of replacing locks will be charged to the contractor or deducted from the Contractor's next schedule or submitted invoice(s) until the money is recouped.
- 6.1.5 **Badges:** The Contractor employees will be required to visibly wear ARRC badges at all times while working. In case of a lost or stolen badge, the Contractor shall notify ARRC immediately, and there will be a \$25 fee for any badges not turned back over to ARRC.
- 6.1.6 **Personnel Roster:** An updated personnel roster shall be sent to the MFC on a quarterly basis or as new employees are added to the contract. Contractor shall notify the ARRC of any personnel changes and return keys and badge to the ARRC when an employee leaves the ARRC assignment.
- 6.1.7 **Clothing:** All contractor employees are required to wear identifiable distinctive clothing which must bear the Contractor's company name, and not get in the way of the work.
- 6.1.8 **Background Checks:** All contractor employees are to have an Alaska state background check completed before they begin work on ARRC property. ARRC holds the right to dismiss any contractor employee for misconduct.
- 6.1.9 **Vehicles:** Contractor vehicles must obtain a parking pass to park on ARRC property and may only park in authorized areas. All contractor vehicles are subject to search by ARRC

Police

6.1.10 Restricted Areas: Contractors are not to enter restricted areas unless escorted by ARRC personnel.

6.2 Facilities:

6.2.1 Contractor Liability: The Contractor shall be liable for any damage or loss to ARRC property resulting from any act of omission or commission on the part of the Contractor or its agents while on ARRC property. The basis for evaluation of such damage or loss shall be the cost of repairing such damage or replacing any item that, in the opinion of the CO, is irreparable. In the event of negligence or failure on the part of the Contractor to promptly make such repairs or replace such damaged items, ARRC at its option, may do so and deduct the cost of such repairs and/or replacements from any amount due or to become due under the contract. The Contractor shall not, however, be liable for loss or destruction of, or damage to ARRC property if such loss, destruction or damage is due to causes beyond the control and without the fault or negligence of the Contractor or its agents.

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

6.2.3 ARRC Furnished Property and Services

ARRC shall furnish, without cost to the Contractor, designated storage spaces, and a reasonable amount of utilities from existing sources. The storage spaces and utilities are to be used only in connection with the performance of this contract.

Contract Adjustment: ARRC may at anytime adjust the contract with a 30 day notice to the contractor. Any additional costs to the contractor due to these changes may be noted to ARRC

6.2.3.1 Utility Conservation: The Contractor shall be directly responsible for instructing employees regarding utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities includes but shall not necessarily be limited to:

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

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

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

6.2.3.4 The Contractor shall vacate prior to termination or completion date of this contract such building space and restore the premises to the condition in which received, at its own expense, fair wear and tear excepted.

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

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

6.3 Safety:

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

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

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

6.3.4 PPE: Hard Hats, safety glasses are required to be worn while in shop areas. All PPE noted on chemicals and materials will be used when cleaning

6.3.5 Standards: The contractor will use normal safety standards of the industry when performing work such as using caution signs, wearing appropriate clothing, using PPE, lifting properly, etc.

6.4 Penalties:

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

APPENDIX C

Cost Schedule

Building	Cost per Month
Seward Round House	\$ _____
Seward Section	\$ _____

Seward Intermodal	Cost per each Summer Cleaning	Cost per Month (Winter)
Mezzane & Lower Level	\$ _____	\$ _____

	Cost per each Summer Cleaning	Cost per each (Winter)
Main Floor	\$ _____	\$ _____

Emergency Call out: \$ _____ (Cost per hour)

Note: For the Intermodal : On average there are 50 summer cleanings (including floor); 6 winter months; and 2 winter floor cleaning requests.

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

BIDDERS NAME AND ADDRESS

COMPANY NAME

COMPANY ADDRESS

CONTACT PHONE NUMBER

SIGNATURE BY AND FOR THE BIDDER

PRINTED NAME OF ABOVE BIDDER

DATE OF BID

CONTACT FAX NUMBER

APPENDIX D

BIDDERS QUESTIONNAIRE
(Revised 2-27-06)

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

Solicitation Number _____

Business Name: _____

Street Address: _____

Mailing Address if Different: _____

City: _____ State: _____ Mailing Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Date Firm Established: _____

How many years has the business been under the above name? _____

Previous business name(s)if any: _____

Federal Tax ID Number: _____

Business License Number: _____

Contractor License Number (For Construction: _____

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

Discount for prompt pay _____ % _____ days.

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

Continued on the next page

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

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

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

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

- Broker
- Primary Supplier

Business Information (Please check all that apply):

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

Firms Annual Gross Receipts:

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

Completed by: _____ Title: _____

Signature: _____ Date: _____

**APPENDIX E
ALASKA RAILROAD CORPORATION
SERVICE BID FORM of**

NAME _____

ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Invitation for Bids No. _____, dated _____, the Undersigned proposes to furnish and deliver all the services and perform all the work required in said Invitation according to the specifications and requirements contained therein and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

The Undersigned hereby agrees to execute said contract and bonds, if any, within **Ten (10) Calendar Days**, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee, if any, shall be forfeited to the Alaska Railroad Corporation as liquidated damages, and said Contracting Officer may proceed to award the contract to others.

The Undersigned agrees to commence performance within **Ten (10) Calendar Days** after the effective date of the Notice to Proceed and to complete performance by _____, unless extended in writing by the Contracting Officer.

The Undersigned acknowledges receipt of the following addenda to the requirements and/or specifications for this Invitation for Bids (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his/her signature below:

Name and Title of Person Signing

Signature

Telephone Number

Facsimile Number

APPENDIX F

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

The following terms and conditions supersede the terms and conditions on the reverse side of ARRC's purchase order to the extent that they are inconsistent therewith and shall be deemed to have the same force and effect as though expressly stated in any such purchase order into which this document is incorporated.

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

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

"Contract" shall mean these General Terms and Conditions, the contract form to which they are annexed, and all other terms, conditions, schedules, appendices or other documents attached to the contract form or incorporated by reference therein.

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

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

3. Claims. Any claim by Contractor for additional compensation or equitable adjustment arising under this contract which is not disposed of by mutual agreement must be made by Contractor in accordance with the time limits and procedures specified in sections 1800.12 et seq. of ARRC's Procurement Rules, which by this reference are hereby incorporated herein.

4. Nondiscrimination.

4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental handicap, sex, marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the positions do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. To the extent required by law, the Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry,

physical or mental handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor shall cooperate fully with ARRC efforts which seek to deal with the problem of unlawful discrimination, and with all other ARRC efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.3 Full cooperation in Paragraph 4.2 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.4 Failure to perform under this section constitutes a material breach of the contract.

5. Cancellation/Termination.

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

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

(1) The Contractor refuses or fails to perform its obligations under the contract, or fails to make progress so as to significantly endanger timely completion or performance of the contract in accordance with its terms, and Contractor does not cure such default within a period of ten (10) days after receipt of written notice of default from ARRC or within such additional cure period as ARRC may authorize; or

(2) Reasonable grounds for insecurity arise with respect to Contractor's expected performance and Contractor fails to furnish adequate assurance of due performance (including assurance of performance in accordance with the time requirements of the contract) within ten (10) days after receipt of a written request by ARRC for adequate assurance; or

(3) Contractor becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

5.3 Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all service and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to ARRC all reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or in process, accumulated by Contractor in performance of the contract. In the event of termination for default, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the amount to be paid on this contract exceeds the expense of finishing the work, compensation for additional managerial and administrative services and such other costs and damages as ARRC may suffer as a result of Contractor's default, such excess shall be paid to Contractor. If such expense, compensation, costs and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the differences to ARRC. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. No Assignment or Delegation. The Contractor may not assign, subcontract or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the prior written consent of ARRC. The hiring or use of outside services, subcontractors or consultants in connection with the work shall not be permitted without the prior written approval of ARRC. No such approval shall relieve Contractor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Contractor's relationship to ARRC in performing this contract is that of an independent contractor and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The personnel performing services under this contract shall at all times be under Contractor's exclusive direction and control and shall be employees of the Contractor, and not of ARRC.

8. Payment of Taxes. As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by ARRC under this contract.

9. Governing Law. This contract, and all questions concerning the capacity of the parties, execution, validity (or invalidity) and performance of this contract, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska.

10. Alaska Executive Branch Ethics Act Requirements. No officer or employee of the State of Alaska or of the ARRC and no director of the ARRC or legislator of the state shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could be a violation of Alaska Statute 39.52 et seq. Contractor shall not make or receive any payments, gifts, favors, entertainment, trips, secret commissions, or hidden gratuities for the purpose of securing preferential treatment or action from or to any party. This obligation will apply to the activities of Contractor's employees and agents in their relations with ARRC employees, their families, vendors, subcontractors, and third parties arising from this contract and in accomplishing work hereunder. Certain gratuities may be given or accepted if:

(1) there is no violation of any law or generally accepted ethical standards;

(2) the gratuity is given as a courtesy for a courtesy received and does not result in any preferential treatment or action;

(3) the gratuity is of limited value (less than \$150) and could not be construed as a bribe, payoff or deal; and

(4) public disclosure would not embarrass ARRC.

ARRC may cancel this contract without penalty or obligation in the event Contractor or its employees violate the provisions of this section.

11. Non-Disclosure of Confidential Information. Contractor acknowledges and agrees that for and during the entire term of this contract, any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor pursuant to the performance of this contract shall be considered and kept as the private, confidential and privileged records of ARRC and will not be divulged to any person, firm, corporation, regulatory agency or any other entity except upon the prior written consent of ARRC. Furthermore, upon termination of this contract, Contractor agrees that it will continue to treat as private, privileged and confidential any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor during the term of the

contract and will not release any such information to any person, firm, corporation, regulatory agency or any other entity, either by statement, deposition or as a witness except upon the express written authority of ARRC. ARRC shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

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

12. Covenant Against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any person, company, individual, or firm any commission, gift, percentage, fee, contingent upon or resulting from the award or making of this contract. For the breach or violation of this warranty, ARRC may terminate this contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of the commission, percentage, gift, or fee.

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

14. Warranty. In the event Contractor supplies equipment, goods, materials or other supplies in addition to services under this contract, Contractor warrants that said items: (a) shall be of good quality and free from all defects and deficiencies in workmanship, material and design; (b) shall be fit, suitable and operate successfully for their intended purpose; (c) shall be new; (d) shall be free from all liens, claims, demands, encumbrances and other defects in title; and (e) shall conform to the specifications, if any, stated in the contract.

Contractor shall honor all guarantees and warranties offered by the manufacturer of the equipment, goods, materials or other supplies provided under this contract. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

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

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

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

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

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 Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17. ARRC's Rights Not Waived by Payment. No payment made by ARRC shall be considered as acceptance of satisfactory performance of Contractor's obligations under this contract. Nor shall any payment be construed as acceptance of substandard or defective work or as relieving Contractor from its full responsibility under the contract.

18. Nonwaiver. A party's failure or delay to insist upon strict performance of any of the provisions of this contract, to exercise any rights or remedies provided by this contract or by law, or to notify the other party of any breach of or default under this contract shall not release or relieve the breaching or defaulting party from any of its obligations or warranties under this contract and shall not be deemed a waiver of any right to insist upon strict performance of this contract or any of the rights or remedies as to any subject matter contained herein; nor shall any purported oral modification or rescission of this contract operate as a waiver of any of the provisions of this contract. The rights and remedies set forth in any provision of this Agreement are in addition to any other rights or remedies afforded the nonbreaching or nondefaulting party by any other provisions of this contract, or by law.

19. Savings Clause. If any one or more of the provisions contained in the contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. Headings. The headings of sections and paragraphs of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

21. Forum Selection. The parties shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of the contract, to recover damages for breach or default under the contract, or otherwise arising under or by reason of the contract, other than in the

courts of the State of Alaska for the Third Judicial District at Anchorage. The parties hereby irrevocably consent to the jurisdiction of said courts.

22. Conflict of Interest. Contractor shall act to prevent any actions or conditions which could result in a conflict with ARRC's best interests. This obligation shall apply to the activities of Contractor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.

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

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

25. Internal Controls and Record Keeping. Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.

26. Force Majeure. Neither ARRC nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1) notice and reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term "force majeure" shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

27. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.

28. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.

29. Set Off. If ARRC has any claim against the Contractor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming due

under this contract.

30. Observance of Rules. The Contractor's personnel performing work or services hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work. ARRC may, in writing, require the Contractor to remove from the work site any employee ARRC deems to be incompetent, careless, or otherwise detrimental to the progress of the work, but ARRC shall have no duty to exercise this right.

31. No Third-Party Beneficiary Rights. No provision of this contract shall in any way inure to the benefit of any third parties (including the public at large) so as to constitute any such person a third-party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

32. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both ARRC and the Contractor.

33. Key Personnel Changes. Contractor shall secure prior written approval from ARRC for any changes of key personnel assigned to perform services under this contract. ARRC reserves the right to reject any of Contractor's employees whose qualifications and/or experience in ARRC's good faith and reasonable judgment do not meet the standards necessary for the performance of the services required under this contract

