



ALASKA RAILROAD CORPORATION

327 W. Ship Creek Avenue

Anchorage, AK 99501

Phone 907-265-2608

Fax 907-265-2439

THOMPSONL@AKRR.COM

Request for Proposal 16-43-205294

SECURITY SERVICES

November 28, 2016

Response Requested

Please fill out this form and fax it back to ensure receipt of future addenda or additional information. Fax this form to (907) 265-2439. All addenda will be forwarded to the contact name and number listed below.

Company _____

Address _____

Contact _____

Phone _____

Fax _____

Email _____



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November 28, 2016

REQUEST FOR PROPOSAL 16-43-205294
Security Services

The Alaska Railroad Corporation (ARRC) is soliciting proposals from interested concerns for security services in Whittier, Anchorage and Fairbanks.

Interested firms shall submit one (1) original offer, along with three (3) copies in a sealed envelope. Offers shall be received until 3:00 p.m. local time on December 21, 2016.

Sealed envelope used in submitting the offer shall be plainly marked with the following information:

1. Name of your company.
2. Request for proposal 16-43-205294
3. Date and Time Scheduled for Receipt of Offers
4. Sealed Offer: Security Services

The ARRC may award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose offer conforming to this solicitation will be most advantageous to the ARRC, this may result in multiple awards. 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 Instructions, and General Terms and Conditions incorporated in this Request for Proposal.

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

Offeror's Understanding: It is the Offeror's responsibility to understand what is required by this solicitation. The ARRC shall not be held responsible for Offeror's lack of understanding. Should an Offeror 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 Offeror to seek guidance from the ARRC.

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.

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.

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

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



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 Proposal to Lee Thompson, Alaska Railroad Corporation, 327 West Ship Creek Avenue, Anchorage, AK 99501, telephone number (907) 265-2612, fax number (907) 265-2439.

Sincerely,

C. Lee Thompson

C. Lee Thompson
Contracts & Purchasing Manager

SOLICITATION INDEX

Appendix A	Specific Terms and Conditions
Appendix B	Submissions, Selection Criteria / Award Criteria
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Appendix A

SPECIFIC TERMS AND CONDITIONS

Acceptance: Alaska Railroad Corporation (ARRC) is requesting offers from interested concerns in regards to security services. ARRC reserves the right to determine that all proposed services would fulfill the intended purpose. ARRC may, at its option, accept or reject any or all offers, in whole or in part, as may be deemed in the best interest of the ARRC.

Period of Performance: Any contract resulting from this solicitation shall be for one twelve month period starting from the date of the contract award. The ARRC shall have the option of renewing the contract for an additional four (4) twelve month periods.

Obligations: ARRC and Contractor expressly acknowledge and agree that no expressed or implied promises have been made by ARRC to purchase any definite quantities nor to expend any dollar amounts with respect to services which may be made under the provisions of this agreement, and that the parties hereto have not limited nor restricted the frequency of any services which may be made under the provisions of this agreement.

Price Escalations: The contractor shall only be granted Price Escalations upon sixty days (60) written notification to the ARRC Contract Administrator. Approval for contract price escalation shall only be granted based on historical price data supplied by the Contractor that clearly and convincingly is verifiable and shows a Contractor cost that reflects the same gross profit percent as the base offer herein. Contractor's profit margin cannot be increased during the terms of this agreement and any renewals and/or extensions granted.

Termination: ARRC reserves the right to terminate the contract without any termination charges or penalties to ARRC by giving thirty days (30) written notice of cancellation to Contractor.

Other: Any contract which may be established as the result of this solicitation shall not be assigned by the Contractor, in whole or in part, to third parties, subcontractors, or financial facilities, without the expressed written consent of the ARRC; nor shall the Contractor have the right to authorize or permit the use of ARRC's facilities by third parties without ARRC's expressed written consent.

Any contract established as a result of this solicitation shall require the Contractor to indemnify ARRC against all liabilities and to hold it harmless from loss in respect to any claims or demands whatsoever rising out of the Contractor's performance of this agreement. However, should ARRC employees and the Contractor both utilize the same area at the same time, the Contractor shall not be liable for acts of negligence of ARRC employees while acting within the scope of their employment.

ARRC shall not be liable for any cost incurred by any Offeror in their preparation of this solicitation.

Appendix B

Submittals, Selection Criteria / Award Criteria

The selection of a firm to perform security services shall be made by a committee that will evaluate the proposals in accordance with the award criteria specified herein and establish a ranking. Offers will be evaluated on the basis of advantages and disadvantages to the ARRC using the criteria described in this section.

Interested firms shall submit one (1) original proposal and three (3) copies. Proposal shall include a statement of qualifications and a concise narrative that addresses each award criterion. Proposals shall have a maximum of ten (10) pages, exclusive of the additional submittals required to complete the offer: resumes, sample invoice, and cost schedule.

Description

Weighted

Experience and qualifications of the Firm

45%

- Provide a brief summary of your firm's experience and qualifications as it applies to this RFP.
- Describe the ownership structure of the firm, including any parent, affiliated companies or joint ventures. If any changes in ownership are being contemplated, please provide details.
- Describe your firm, its history and size; its background as it relates to providing security services described under "Scope of Work" in this RFP; the locations in which it operates and the number of employees, both total and at each location.
- Describe your firm's method of qualifying personnel to be security guards and which qualifications must be met before they are used to perform guard duties.

Personnel

35%

- Identify and describe the pertinent experience of the individual(s) who would be involved in the performance of a security contract to include supervisors.
- Include resumes and give the rationale for their involvement.
- Resumes should be concise and contain information specific to this RFP.

Cost

- Briefly describe how your firm is shall be remunerated for the services **20%**
- Provided Include a sample, detailed invoice of what your firm's bills look like.

Appendix C.

SCOPE OF WORK AND CONTRACTOR REQUIREMENTS

The ARRC has a need for licensed and bonded security officer services. The normal areas where security services shall be required are between Whittier, Anchorage and Fairbanks. However, security services may occasionally be required anywhere along the railroad including remote locations from Seward to Fairbanks. The ARRC reserves the right to expand, change or delete services areas with the successful Contractor during the course of the contract term. These changes would be worked out between the ARRC and Contractor on an as needed basis.

It is expected that the ARRC will require the following security services throughout the duration of the contract period. However, the need for officers may change seasonally and as circumstances dictate. Any exception to the experience requirements must be approved by the ARRC's Chief Special Agent.

1. Anchorage Area Patrol Officer (armed)

Armed Anchorage area patrol (see contractor requirements for Armed) will operate five (5) to seven (7) days per week, eight (8) to 16 hours per day. Generally during the winter season, October through April, the ARRC requires one officer for a 40 hour work week. During the period of May through September, the ARRC will require coverage 7 days per week 16 hours per day using three (3) officers; two (2) 40 hour positions and one (1) 32 hour position. Security officers on duty on the ARRC contract shall provide patrol coverage for the ARRC exclusively. The officer will report directly to the ARRC Chief Special Agent and be assigned patrol duties between Seward and Hurricane as required. Typical daily duties will be between Potter and Wasilla, Alaska. This will be a high profile assignment requiring specialized experience to include, as a minimum, five years security experience, with at least three of those years as a law enforcement officer.

Security officers will be expected to be in full uniform including shirt with badge and company logo, uniform pants, weather appropriate outerwear with badge and logo on jackets, and hat with badge or logo, and armed (see contractor requirements). Officers will be expected to wear safety boots that meet American Society for Testing and Materials (ASTM) F2413-05 standards at all times while on duty.

Officers must have a good command of the English language and be able to communicate verbally and accurately complete written and typed reports of daily activities, and incidents, which they may be called to investigate. Security officers shall present a neat and professional appearance. The security officers will carry ARRC provided communications equipment and monitor ARRC radio channels. They will be expected to respond to radio or cellular phone calls for assistance by ARRC employees.

The Contractor shall have the security officers available for a personal interview with the ARRC Chief Special Agent prior to the officer being assigned to Anchorage patrol duties. The ARRC reserves the right to remove a security officer at its discretion. For the Anchorage patrol, the Contractor shall provide a marked patrol vehicle (4 wheel drive) in good repair that is less than five (5) years old and that has less than 125,000 miles (Note: A two wheel drive vehicle may be used during summer or ice-free months.).

2. Fairbanks Area Patrol Officer (armed)

Armed Fairbanks area patrol (see contractor requirements for armed) will operate five (5) to seven (7) days per week, eight (8) to 16 hours per day. Generally during the winter season,

October through April, the ARRC requires one full-time officer 40 hours per week for patrol. During the period of May through September, the ARRC will require coverage 7 days per week 16 hours per day using three (3) officers; two (2) 40 hour positions and one (1) 32 hour position. Security officers on duty on the ARRC contract shall provide patrol coverage for the ARRC exclusively. The officer will report directly to the ARRC Fairbanks Special Agent and be assigned patrol duties between North Pole and Hurricane. This will be a high profile assignment requiring specialized experience to include, as a minimum, five years security experience, with at least three of those years as a law enforcement officer.

Security officers will be expected to be in full uniform including shirt with badge and company logo, uniform pants, weather appropriate outerwear with badge and logo on jackets, and hat with badge or logo, and armed (see contractor requirements). Officers will be expected to wear safety boots that meet ASTM F2413-05 standards at all times while on duty.

Officers must have a good command of the English language and be able to communicate verbally and accurately complete written and typed reports of daily activities, and incidents, which they may be called to investigate. Security officers shall present a neat and professional appearance. The security officers will carry ARRC provided communications equipment and monitor ARRC radio channels. They will be expected to respond to radio or cellular phone calls for assistance by ARRC employees.

The Contractor shall have the security officers available for a personal interview with the ARRC Fairbanks Special Agent prior to the officer being assigned to Fairbanks patrol duties. The ARRC reserves the right to remove a security officer at its discretion. For the Fairbanks patrol, the Contractor shall provide a marked patrol vehicle (4 wheel drive) in good repair that is less than five (5) years old and that has less than 125,000 miles (Note: A two wheel drive vehicle may be used during summer or ice-free months.).

3. Whittier Area Patrol Officers (unarmed/armed)

The Whittier area patrol officers will operate two (2) to five (5) days per week, eight (8) to twelve (12) hours per shift, during barge off-loading operations. Generally the ARRC receives 1 to 2 barges per week depending on the rotation schedule. Normally, from arrival of a barge to departure, it takes about 18 to 24 hours depending on tides and weather conditions. Security officers will report directly to the ARRC Whittier Facility Security Officer (FSO) and be assigned duties accordingly. If an overnight stay in Whittier becomes necessary, the ARRC will provide accommodations.

This post requires specialized experience with MARSEC procedures and interfacing with the United States Coast Guard (USCG), as this post is subject to announced and unannounced inspections by the USCG. Security officers assigned to this location must have a valid TWIC and knowledge, through training or equivalent job experience, in the areas listed in 33 CFR 105.210.

The officer may be required to be armed (see contractor requirements) during increased MARSEC levels. The arming of the officer will be at the discretion of the ARRC Chief Special Agent.

The FSO and ARRC Chief Special Agent will be provided a copy of the security officers' records of training as they pertain to the Whittier assignment for review prior to the officer being assigned to the Whittier post. The Contractor shall also have the security officers available for a personal

interview with the FSO or ARRC Chief Special Agent prior to the officer being assigned Whittier patrol duties. The ARRC reserves the right to remove a Security Officer at its discretion.

Security officers will be expected to be in full uniform including shirt with badge and company logo, uniform pants, weather appropriate outerwear with badge and logo on jackets, and hat with badge or logo. Officers will be expected to wear safety boots that meet ASTM F2413-05 standards at all times while on duty.

Officers must have a good command of the English language and be able to communicate verbally, and complete written and typed reports of daily activities, and incidents, which they may be called to investigate. Security officers shall present a neat and professional appearance. The security officers will carry ARRC provided communications equipment and monitor ARRC radio channels. They will be expected to respond to radio or cellular phone calls for assistance by ARRC employees.

For the Whittier Patrol, the Contractor shall provide a marked patrol vehicle (4 wheel drive) in good repair that is less than five (5) years old and that has less than 125,000 miles (Note: A two wheel drive vehicle may be used during summer or ice-free months.).

4. Unscheduled Security Officers

The Contractor, with six (6) hours notice, will provide uniformed security officers to guard and protect ARRC property and equipment on an as-required basis. The Contractor shall furnish up to four (4) uniformed security officers daily and, as required, marked vehicles for the officer(s). At a minimum, marked vehicles must have a door decal clearly printed with the Contractor's name and "SECURITY". Security officer(s) will be either armed (see contractor requirements) or unarmed as directed by the Chief Special Agent.

Unscheduled security services may be needed anywhere along the railroad from Seward to Fairbanks North. Unscheduled service is further divided into three areas: (1) Seward to Moose Pass, (2) Portage to Hurricane, and (3) Hurricane to Fairbanks. Services are anticipated to include on-scene security for accidents or incidents that occur along the Railroad, and to protect equipment located in high vandalism areas. If officers are required to remain overnight due to long commute times the ARRC will arrange for room and board upon approval of the Chief Special Agent.

Security officers will be expected to be in full uniform including shirt with badge and company logo, uniform pants, weather appropriate outerwear with badge and logo on jackets, and hat with badge or logo. Officers will be expected to have polished, weather appropriate boots (low shoes are not appropriate).

Each security officer will carry an operational cell phone or portable radio, provided by either the officer or the security company, which will be capable of contacting the Contractor's dispatch center so the officer can report incidents to the ARRC and also allow the dispatch center to conduct routine hourly status checks on the officer.

5. Unscheduled Port Security – Seward

The Contractor, with twelve (12) hours notice, shall furnish up to four (4) uniformed security officers to provide access control or augment employees with security duties to any of the ARRC's port facilities in Seward; (1) coal facility, (2) intermodal facility, or (3) freight dock. There

will be instances when ARRC tenants have barges requiring security in accordance with 33 CFR and choose to have security preformed by the Contractor. There will also be occasions when a vessel requires additional security in accordance with 33 CFR or when mandated by the Captain of the Port – Sector Anchorage, USCG.

This post requires specialized experience with MARSEC procedures and interfacing with the United States Coast Guard (USCG), as this post is subject to scheduled and non-scheduled inspections by the USCG. Security officers assigned to this location must have a valid TWIC and knowledge, through training or equivalent job experience, in the areas listed in 33 CFR 105.210.

The officer may be required to be armed (see contractor requirements) during increased MARSEC levels. The arming of the officer will be at the discretion of the ARRC Chief Special Agent.

Contractor Requirements

Contractor must furnish at their expense: trained, licensed security personnel (in accordance with Alaska Statute 18.65.400-490), along with uniforms, vehicles and the “armed” officer position will require contractor to provide: duty belt, firearm and holster; and at least one defensive weapon (e.g. Taser, and/or OC spray); collapsible baton; handcuffs, and although not required, it is preferred they supply ballistic vest for officers assigned these positions; and supervision as required. Contractor agrees to provide proof of licensing and experience for each contract security officer upon request.

Contractor agrees that if security officers are late to report for duty (15 minutes), found sleeping on duty, or absent from their assigned post, the contractor will not charge ARRC for the entire scheduled shift performed by the security officer and deduct an additional \$150 from the monthly invoice for security services. The Contractor also agrees that upon the second documented infraction of being late, sleeping, or being absent from duty by any of the contractors officers within a 30 day period they will deduct \$500 from the monthly invoice, and the ARRC may immediately terminate the contract.

The ARRC requires that the Contractor provide a 24 hour contact phone number and a designated point of contact for scheduling security officers and other contract issues. Also, resumes shall be provided by the Contractor of all field supervisors and officers assigned to ARRC positions.

All security officers shall be neat, clean, well groomed, and present a professional image. Officers will comply with the Contractors standards of conduct, and Use of Force policy while on duty. This conduct excludes the use of any tobacco products when inside vehicle, buildings, public areas, or while dealing with the public. Security officers may not be under the influence of alcohol or other drugs; including illegal, prescription and over the counter medications, or marijuana that impair their abilities while on duty.

The Contractor must provide details of how contract security officers who are assigned to ARRC duties will be supervised by the Contractor and frequency of field checks by Contractor supervisory staff. A Contractor supervisor should conduct a field inspection of regularly scheduled security officers monthly. Documentation of field check should be forwarded to the Chief Special Agent.

Each security officer must keep a written log of activities during a duty shift. A legible copy of the log will be provided to ARRC at the end of each shift but no later than 24 hour after the shift has ended. Completed shift logs may be faxed to the Chief Special Agent to meet the requirement.

ARRC will require security officers who are issued ARRC equipment, to be responsible for the equipment and have it ready for duty each day. The Contractor agrees to pay for or replace any issued equipment lost or damaged by its officers.

Contractor will conduct the following background checks on Security Officers assigned to ARRC duties and ensure the Security Officer has the following:

- a) No criminal history
- b) No history of drug or alcohol abuse. At a minimum the contractor must have conducted a pre employment urinalysis of Security Officer prior to assignment of duties for the ARRC

Contractor will provide all training necessary to maintain Security Officer's qualifications per Federal, State or local standards, and/or certifications. Security Officer shall have a high school diploma and have the verbal and written communication skills necessary to maintain logs, conduct inquiries, and prepare reports on security incidents.

Security Officer shall have understanding and basic proficiency in the following:

- a) Use of firearms, and Defensive Tactics.
- b) Elementary First Aid and CPR.
- c) * Radio procedures.
- d) * Hazardous Material. "First Responder Techniques"
- e) Citizens Arrest and detainment.
- f) Search and Seizure.
- g) * Safety around railroad yards and equipment.
- h) Use of Force Continuum (contractor must provide a copy of it's policy to the ARRC)

* ARRC will provide training in these areas as required.

The Contractor agrees that if an unscheduled officer request cannot be fulfilled, the ARRC has the right to contract with another security agency.

The ARRC reserves the right to remove a Security Officer at its discretion.

The ARRC will provide a gas card for the Contractor security vehicles that are assigned and exclusively utilized for the ARRC contract both in Anchorage and Fairbanks. Contract security officers that are assigned to these posts will be required to furnish the ARRC with gas receipts upon request, and if any abuses of the gas card are found then the Contractor agrees to reimburse the ARRC for those costs.

Appendix D

COST SCHEDULE

An Offeror's failure to provide the information requested in this section will be cause for rejection of the offer on the basis of non-responsiveness. *Rates shall be in accordance to the scope of work, Appendix C. The bold highlighted categories indicate the "typical" service required in each area (sample Anchorage "e" – Armed Guard with vehicle).

<u>Description</u>		<u>Cost per hour</u>
1.	<u>Anchorage Area Patrol Officer</u>	
a.	Unarmed guard with vehicle Standard Rate	\$ _____
b.	Unarmed guard with vehicle Overtime Rate	\$ _____
c.	Unarmed guard without vehicle Standard Rate	\$ _____
d.	Unarmed guard without vehicle Overtime Rate	\$ _____
e.	Armed guard with vehicle Standard Rate	\$ _____
f.	Armed guard with vehicle Overtime Rate	\$ _____
g.	Armed guard without vehicle Standard Rate	\$ _____
h.	Armed guard without vehicle Overtime Rate	\$ _____
i.	Travel Rate (per mile) (define areas where no travel pay charged)	\$ _____
2.	<u>Fairbanks Area Patrol Officer</u>	
a.	Unarmed guard with vehicle Standard Rate	\$ _____
b.	Unarmed guard with vehicle Overtime Rate	\$ _____
c.	Unarmed guard without vehicle Standard Rate	\$ _____
d.	Unarmed guard without vehicle Overtime Rate	\$ _____
e.	Armed guard with vehicle Standard Rate	\$ _____
f.	Armed guard with vehicle Overtime Rate	\$ _____
g.	Armed guard without vehicle Standard Rate	\$ _____
h.	Armed guard without vehicle Overtime Rate	\$ _____
i.	Travel Rate (per mile) (define areas where no travel pay charged)	\$ _____

3. **Whittier Port Security Officer**

a.	Unarmed guard with vehicle	Standard Rate	\$ _____
b.	Unarmed guard with vehicle	Overtime Rate	\$ _____
c.	Unarmed guard without vehicle	Standard Rate	\$ _____
d.	Unarmed guard without vehicle	Overtime Rate	\$ _____
e.	Armed guard with vehicle	Standard Rate	\$ _____
f.	Armed guard with vehicle	Overtime Rate	\$ _____
g.	Armed guard without vehicle	Standard Rate	\$ _____
h.	Armed guard without vehicle	Overtime Rate	\$ _____
i.	Travel Rate (per mile) (define areas where no travel pay charged)		\$ _____

4. **Unscheduled Security Officers**

a.	Unarmed guard with vehicle	Standard Rate	\$ _____
b.	Unarmed guard with vehicle	Overtime Rate	\$ _____
c.	Unarmed guard without vehicle	Standard Rate	\$ _____
d.	Unarmed guard without vehicle	Overtime Rate	\$ _____
e.	Armed guard with vehicle	Standard Rate	\$ _____
f.	Armed guard with vehicle	Overtime Rate	\$ _____
g.	Armed guard without vehicle	Standard Rate	\$ _____
h.	Armed guard without vehicle	Overtime Rate	\$ _____
i.	Travel Rate (per mile) (define areas where no travel pay charged)		\$ _____

5. **Unscheduled Port Security – Seward**

a.	Unarmed guard with vehicle	Standard Rate	\$ _____
b.	Unarmed guard with vehicle	Overtime Rate	\$ _____
c.	Unarmed guard without vehicle	Standard Rate	\$ _____
d.	Unarmed guard without vehicle	Overtime Rate	\$ _____
e.	Armed guard with vehicle	Standard Rate	\$ _____
f.	Armed guard with vehicle	Overtime Rate	\$ _____

- | | | | |
|----|---|---------------|----------|
| g. | Armed guard without vehicle | Standard Rate | \$ _____ |
| h. | Armed guard without vehicle | Overtime Rate | \$ _____ |
| i. | Travel Rate (per mile) (define areas where no travel pay charged) | | \$ _____ |

6. **Other fees, if any**

- a. \$ _____
- b. \$ _____
- c. \$ _____

**Higher rates may be considered by the Chief Special Agent for senior officers based on their individual experience and assigned duties.*

Upon an award of contract proof of insurance and documents of license and bonding shall be provided to the ARRC.

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF ABOVE BIDDER

DATE OF BID

CONTACT PHONE NUMBER

CONTACT eMAIL

Appendix E

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 nonresponsiveness and/or nonresponsibility.

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 Page 1 of 2

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: _____

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Appendix F

General Terms and Conditions

1	Inspection and Reports
2	Disputes
3	Equal Employment Opportunity
4	Cancellation/Termination
5	No Assignment or Delegation
6	No Additional Work or Material
7	Independent Contractor
8	Payment of Taxes
9	Ownership of Work Products
10	Governing Law
11	Officials Not to Benefit
12	Covenant against Contingent Fees
13	Nondisclosure of Confidential Information
14	Notice
15	Entire Agreement
16	Indemnification
17	Insurance (Service Contracts Only)
18	Conflict of Interest
19	Publicity
20	Audit
21	Internal Controls and Record Keeping
22	Labor Disputes
23	Force Majeure
24	Changes
25	Permits and Licenses
26	Environmental Protection
27	Nonwaiver
28	Invalid Provision
29	Packing, Marking and Shipping
30	Improper Delivery
31	Shipping Release
32	Inspection/Rejection
33	Compliance with Laws and Regulations
34	Reduction in Contractor's Cost
35	Warranty
36	Claims Procedure
37	No Partnership
38	Set Off
39	Payments

GENERAL TERMS & CONDITIONS

1 Inspection and Reports

ARRC may inspect all 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 reports as required by the ARRC.

2 Disputes

All disputes arising under this contract which are not disposed of by mutual agreement shall be resolved in accordance with the procedures set forth in ARRC Procurement Rule 1800.1

3 Equal Employment Opportunity

3.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, or national origin, or because of the person's age, physical or mental disability, sex, marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood, insofar as required by applicable law. The Contractor shall take affirmative action to insure that applicants are considered for employment without unlawful regard to their race, color, religion, national origin, physical or mental disability, age, sex, marital status, changes in marital status, pregnancy or parenthood, insofar as required by applicable law. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

3.2 The Contractor shall state, in all solicitations or advertisements for employees to work on ARRC contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical or mental disability, sex, marital status, changes in marital status, pregnancy or parenthood, insofar as required by applicable law.

3.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representatives of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

3.4 The Contractor shall include the provisions of this article in every subcontract hereunder, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including these provisions in any contract or subcontract, as required by this contract, "Contractor" and "Subcontractor" may be changed to reflect appropriately the name of designation of the contract or subcontract.

3.5 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 any federal, state, or local civil rights enforcement agency with appropriate jurisdiction over this project or any of its officers or agents, relating to prevention of discriminatory employment practices.

3.6 Full cooperation in Paragraph 3.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any appropriate official or agency; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by appropriate agency, participating in meetings, submitting periodic reports on the equal employment aspects of present and future employment, assisting in the inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by appropriate official or agency to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

3.7 Failure to perform under this article constitutes a material breach of the contract.

4 Cancellation/Termination

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. Upon cancellation, (a) as to supplies or services completed prior to receipt of notice, ARRC shall pay Contractor the prorated portion of the total contract price and (b) as to work in progress prior to receipt of notice, ARRC shall pay Contractor only for direct expenditures on work specifically identified to this contract. However, 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 contract shall not exceed the aggregate price specified in this contract.

4.2 If the Contractor refuses or fails to timely perform as specified in this contract and does not cure such failure within a period of ten (10) days after ARRC provides notice of such failure, ARRC may, at its option, terminate in whole or in part this contract. In this event, ARRC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, tools and machinery on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the ARRC resulting from the Contractor's refusal to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the ARRC in completing the work.

5 No Assignment or Delegation

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except upon the prior written consent of ARRC.

6 No Additional Work or Material

ARRC will not pay for additional work or material not specifically required in this contract unless the extra work or material is authorized in writing by ARRC.

7 Independent Contractor

The Contractor and all of its agents and employees act in an independent capacity and are not officers, employees, or agents of ARRC in the performance of this contract.

8 Payment of Taxes

As a condition of contract performance, the Contractor shall timely pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any Subcontractor in the performance of

this contract. Satisfactory performance of this paragraph is a condition precedent to payment by ARRC under this contract.

9 Ownership of Work Products

All exhibits, drawings, specifications, notes, artwork, pleadings, and memoranda and other work products and non-expendable property produced or purchased under this contract are the property of ARRC, except as otherwise stated in the contract. Payments to the Contractor include full compensation for all such products produced or acquired by Contractor and its subcontractors.

10 Governing Law

The interpretation and enforcement of this contract shall be governed by the laws of the State of Alaska and any federal law where applicable. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska, Third Judicial District at Anchorage.

11 Officials Not to Benefit

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 must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

12 Covenant Against Contingent Fees

The 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 Nondisclosure of Confidential Information

Contractor acknowledges and agrees that any information, data, figures, projections, estimates, reports, and the like, received, obtained, or generated by contractor in 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 expressed written consent of ARRC.

14 Notice

Where these terms and conditions require written notice such notice may be sent by fax or by certified mail-return receipt requested.

15 Entire Agreement

These general terms and conditions along with those contained in any bid/proposal accepted by ARRC, the solicitation specifications, the purchase order, award notice, and any documents referred to therein, constitute the entire agreement between Contractor and ARRC, and supersedes all prior understandings,

transactions, and communications, whether oral or written, with respect to the matters referred to herein. No modification, alteration, or amendment of this agreement shall be binding upon ARRC unless in writing and signed by ARRC's authorized representative.

16 Indemnification

The Contractor shall indemnify, save harmless and defend ARRC, its officers, agents and employees from all liability of any nature or kind, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent or wrongful acts of the Contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

17 Insurance (Service Contracts Only)

Without limiting Contractor's obligation to indemnify ARRC, 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 ARRC prior to beginning work and must provide for a thirty (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.

17.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, workers' compensation insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' 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 mandated by federal statutes (e.g. U.S.L. & H. and Jones Acts) must also be included.

17.2 Comprehensive (Commercial) General Liability Insurance: with coverage limits not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

17.3 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.

17.4 Professional Liability Insurance: Covering all errors, omissions or negligent or wrongful acts of the Contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to ARRC. 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
\$1,000,000 or over	Negotiable-Refer to Risk Management

17.5 Sudden and Accidental Pollution Insurance: Coverage (minimum of **\$1,000,000**) will be required as well as any other liability insurance coverage that is required by Federal, State and local laws, in addition to the insurance above for all contracts that pose a risk of environmental pollution or contamination.

17.6 Railroad Protective Insurance Policy: Where the contract requires work on ARRC property, Contractor shall obtain, at its own expense, a Railroad Protective Insurance Policy naming ARRC as the insured with limits of \$2,000,000 for bodily injury, each occurrence and \$2,000,000 for property damage, each occurrence.

18 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. Contractor's efforts shall include, but shall not be limited to, establishing precautions to prevent its employees or agents from making, providing or offering gifts, entertainment, payments, loans or other considerations to ARRC employees for any purpose whatsoever.

19 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.

20 Audit

The 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.

21 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. In addition, Contractor shall cause its affiliated or associated companies and its agents and/or subcontractors to maintain such controls, records and accounts.

22 Labor Disputes

22.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, Contractor shall immediately provide all relevant information, to ARRC.

22.2 In the event of a strike, slow down, "sick out" or work stoppage for any reason, ARRC shall have the right to immediately terminate this contract.

22.3 Contractor shall include the substance of this clause in any subcontract to which a labor dispute may delay the timely performance of this contract.

23 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 the term force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

24 Changes

ARRC may at any time, by written notice to Contractor, and without notice to the sureties, if any, make changes within the general scope of this contract. These changes may include issuing additional instructions, requiring additional supplies/services or directing the deletion of supplies/services covered by this contract. If such changes result in an increase or decrease in Contractor's cost or in the time for performance, an equitable adjustment shall be made and this contract shall be modified in writing accordingly.

25 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.

26 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.

27 Nonwaiver

ARRC's failure or delay (a) to insist upon strict performance of any of the provisions of this contract, (b) to exercise any rights or remedies provided by this contract or by law, or (c) to notify Contractor of any breach of or default under this contract (as well as the making of, or failure or delay to make, any inspection, test, review, approval or acceptance of, or payment for, any contract performance) shall not release or relieve Contractor from any of its obligations or warranties under this contract and shall not be deemed a waiver of any right of ARRC to insist upon strict performance of this contract or any of the rights or remedies of ARRC; nor shall any purported oral modification or rescission of this contract by ARRC operate as a waiver of any of the provisions of this contract. The rights and remedies of ARRC set forth in any provision of this contract are in addition to any other rights or remedies afforded to ARRC by any other provisions of this contract, by suppliers or by law.

28 Invalid Provision

The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects as if such invalid or enforceable provisions were omitted.

29 Packing, Marking and Shipping

29.1 All supplies shall be properly packaged to prevent damage or deterioration and to obtain the lowest transportation rates. ARRC will pay no charge for preparation, crating, dunnage or other materials unless separately stated in this contract.

29.2 Each Packing Slip, Bill of Lading, Invoice, Container, tag and correspondence shall bear the applicable contract number and the location to which the supplies are to be shipped.

29.3 A waterproof Master Packing Slip shall accompany each shipment and shall be included in one of the packages marked "Packing Slip Inside" or in the case of a carload shipment, be conspicuously displayed on the inside of the freight car.

29.4 The original Bill of Lading shall be mailed to the attention of ARRC Financial Services on date of shipment.

30 Improper Delivery

If for any reason the Contractor fails to make timely delivery, ARRC may, at its option, approve a revised delivery schedule, request shipment via air or expedited routing (at Contractor's expense) or terminate this contract without any liability. Contractor will not, however, be liable for damages resulting from delays in delivery due to causes beyond Contractor's reasonable control, provided Contractor promptly notifies ARRC in writing of any such delay or expected delay as soon as such delay or expected delay becomes or should have become apparent. The remedies provided in this paragraph shall be cumulative and in addition to any other or further remedies ARRC may have.

31 Shipping Release

The Contractor shall not ship any of the supplies covered by this contract, unless specific delivery dates or written instructions are furnished to Contractor by ARRC. ARRC shall have no responsibility for supplies for which delivery dates or other written instructions have not been provided. Shipments in excess of those authorized may be returned to Contractor and Contractor shall pay ARRC for all expenses incurred in connection with such shipments. ARRC may change or temporarily suspend shipping schedules specified in this contract or written instructions.

32 Inspection/Rejection

Notwithstanding prior shipment, all supplies are subject to inspection and acceptance by ARRC within a reasonable time after they arrive at destination. ARRC shall notify Contractor if any supplies are rejected for any reason. At ARRC's election, rejected supplies may be held for Contractor's account or returned to Contractor at Contractor's risk and expense. No replacement or correction of defective or nonconforming supplies shall be made by Contractor without written authorization from ARRC.

33 Compliance with Laws and 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 violation or alleged violation of them.

34 Reduction in Contractor's Cost

Any reduction in Contractor's costs resulting from a reduction in freight rates, custom duties, import taxes, excise taxes and/or sales taxes from those in force on the date of the contract is to be paid to ARRC by Contractor in reduction of the price of the ordered supplies or services.

35 Warranty

The Contractor shall warrant the supplies offered as follows:

35.1 Contractor warrants that: (a) the supplies shall be of good quality and free from all defects and deficiencies in workmanship, material and design; (b) the supplies shall be fit, suitable and operate successfully for their intended purpose; (c) all equipment, components, parts, materials, goods and other items incorporated in the supplies shall be new; (d) the supplies shall be free from all liens, claims, demands, encumbrances and other defects in title; and (e) the supplies shall conform to the specifications of this contract.

35.2 ARRC requires that successful bidders/offerors honor all guarantees and warranties offered by the manufacturer of the supplies.

36 Claims Procedure

Any claim of Contractor for damages, additional compensation, or extension of time, whether under this Contract or otherwise, against ARRC, shall be conclusively deemed to have been waived by Contractor unless a timely written claim therefore is made pursuant to and in strict accordance with the provisions of ARRC Procurement Rule 1800.1

37 No Partnership

This Contract shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligations or liability upon either party.

38 Set Off

If ARRC has any claim against a Contractor, it may set off the amount of such claim against any amount due or becoming due under this contract.

39 Payments

Payments for supplies or services furnished under this contract will be due thirty (30) days after the later of (1) receipt of the supplies or services established in the contract, (2) receipt of proper billing for such supplies or services, and (3) receipt of all documents required by this contract. ARRC shall not be liable for interest charges on late payments.

SECTION G

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
(395-012)

Facsimile Number