

STATE OF ALASKA REQUEST FOR PROPOSALS



AIRPORT PARKING OPERATIONS IN KODIAK, ALASKA RFP2525H069

ISSUED JANUARY 31, 2025

THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, IS SOLICITING PROPOSALS FOR THE MANAGEMENT, ADMINISTRATION, AND OPERATIONS OF THE STATE-OWNED PARKING FACILITY (PUBLIC AND EMPLOYEE PARKING) LOCATED AT THE KODIAK AIRPORT.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION AND PUBLIC
FACILITIES
DIVISION OF STATEWIDE AVIATION

PRIMARY CONTACT:

CHRIS HUNT
PROCUREMENT OFFICER
CHRIS.HUNT@ALASKA.GOV

(907) 465-8448

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION AND INSTRUCTION

SEC. 1.01 PURPOSE OF THE RFP

The State of Alaska, Department of Transportation & Public Facilities, Division of Statewide Aviation, is soliciting proposals for the management, administration, and operation of the state-owned parking facilities (public and non-state airport employee parking) located at the Kodiak Benny Benson Airport (Kodiak Airport) in Kodiak, Alaska.

SEC. 1.02 BUDGET

As a revenue-generating contract, the offeror shall submit a Percentage Management Fee Proposal on **Submittal Form F. Cost Proposal (Management Fee Proposal Form)**.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 PM prevailing Alaska Standard Time (AST) on February 24, 2025, as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

The State of Alaska Department of Transportation and Public Facilities (DOT&PF) prefers that offerors meet these minimum preferred prior experience requirements, however if offerors do not possess the preferred experience offerors shall possess the secondary allowable experiences:

Preferred Prior Experience

- Offerors must have at least two years of experience managing, administering, and operating a parking facility, or a group of parking facilities in the past 5 years.
- The Offerors must demonstrate an average of at least \$50,000.00 in annual gross revenues from parking operations.
- The parking facility or group of parking facilities managed by the Offeror must have a minimum parking capacity of at least 50 vehicles in weather exposed surface lots.

If offerors do not have the above preferred experience offerors must address the following secondary experiences:

Secondary Allowable Prior Experience

- Have an established business with 5 years of professional experience.
- Submit a complete bid package with clear deliverables and measurable performance from your prior work experience.

An offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER:	Chris Hunt	PHONE:	907-465-8448
EMAIL:	chris.hunt@alaska.gov	FAX:	907-465-3124

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a hard copy proposal, Offerors must submit one hard copy of their proposal to the Procurement Officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Faxed or oral proposals **will not be accepted.**

The sealed proposal package(s) must be addressed and mailed as follows:

Department of Transportation & Public Facilities
Statewide Contracting and Procurement
Attention: Chris Hunt
Request for Proposal (RFP) Number: 2525H069
RFP Title: Airport Parking Operations in Kodiak, Alaska

PO Box 112500
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

If using a **delivery service**, please use the following address:

Department of Transportation & Public Facilities
Attention: Chris Hunt
3132 Channel Drive, Room 350
Juneau, Alaska 99801

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.

Electronic Submission:

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dotstatewideprocurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf". The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **15 mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 15 megabytes, and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at (907) 465-8447 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.09 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state’s best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released	N/A	January 31, 2025
Pre-Proposal Conference	9:00 AM AST	February 12, 2025
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM AST	February 24, 2025
Proposal Evaluations Complete	N/A	February 28, 2025
Notice of Intent to Award	N/A	February 28, 2025
Contract Issued	N/A	March 11, 2025

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.12 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 9:00 am, Alaska Time, on February 12, 2025. The conference will be held via Microsoft Teams. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer of record prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

Participants may dial into the meeting using the following number:

Teleconference Number: 1-907-202-7104 Access Code: 943 820 392#

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.14 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska Rural Airport System is comprised of 235 rural Airports throughout the State. The Kodiak Benny Benson State Airport is located approximately seven miles from Kodiak, Alaska, a town found on the northeastern side of Kodiak Island in the Pacific Ocean. Kodiak has approximately 5,400 citizens, being the fifth most populated town in Alaska. The economy of Kodiak is generally based around the seafood, tourism, and health industries.

The Kodiak Benny Benson State Airport (Airport) in Kodiak, Alaska currently has 37 Lease and Permit agreements for land uses around the Airport. Enplanements at the airport for calendar year 2022 were over 82,000 with a 10- year average of over 76,000. The United States Coast Guard (USCG) owns all the real property within the boundaries of the Airport. The Department of Transportation and Public Facilities (Department) operates the airport under a long-term lease from the USCG.

Currently at the Kodiak Airport, parking is provided at no charge for all users and the parking facilities are not managed at all, except for snow removal and minor maintenance performed by the State of Alaska DOT&PF Kodiak Airport station.

While State of Alaska employees working at the airport have and will continue to have dedicated parking in areas outside of the public parking area, specific public parking areas for all airport users including State of Alaska tenants and their customers parking in public areas and, therefore, outside currently contracted premises will become managed as a result of this RFP. As seen on Attachment 11 – Kodiak Airport Parking Areas, three different rental car companies are authorized by contract to use the existing lots. The State has the sole responsibility for collection of all fees, payments and other charges related to the rental car parking areas within the Kodiak Airport Premises.

The State has determined it is necessary in the promotion and accommodation of air commerce and air transportation that adequate, economical, courteous, safe, clean, and efficiently operated automobile parking facilities and services be available for the benefit of air travelers and others.

Note: In its discretion, and subject to applicable contract terms, the Airport may be able to modify the areas or configuration of areas currently used by the rental car companies.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The State of Alaska, Department of Transportation & Facilities, Division of Statewide Aviation (SWA) is soliciting proposals from qualified offerors to provide management, operation and maintenance of the public and non-state airport employee parking areas located at the Kodiak Airport.

The successful offeror shall function as the contractor for parking management and operations at the Kodiak Airport and will enter into a Parking Operations Agreement granting the contractor the responsibility to administer, operate, manage, and maintain the public parking lots and non-state employee parking areas at the Kodiak Airport.

This solicitation does not guarantee or imply that the successful offeror will make a profit.

The offeror must have the ability to perform all the obligations as stated in **Attachment 11 - Kodiak Airport Parking Operations Agreement** and in the proposal submitted by the offeror. The state may perform any investigation it deems necessary to determine the offeror's ability to perform these obligations. The state may require an offeror to furnish additional information, including financial information, to determine whether the offeror is responsible and able to perform the obligations of both its proposal and **Attachment 11 - Kodiak Airport Parking Operations Agreement**.

The state's goals and objectives for this Parking Operations Agreement solicitation are to select the proposal that will best achieve the following:

- Bring a high level of parking facility management and operational experience to the Kodiak Airport.
- Provide a responsible, responsive, competitive, and customer service-oriented parking operation for travelers that utilize the airport.
- Provide attractive, well-maintained parking areas to enhance travelers' perceptions and opinions of the Kodiak Airport.
- Assure optimum long-term revenue for the Division of Statewide Aviation.
- Demonstrate an understanding of parking facility management and provide defined and deliverable concrete plans that will enhance service, and project trends at the airport.

Additional information related to the Offerors obligations and responsibilities may be found in **Attachment 11 - Kodiak Airport Parking Operations Agreement**, included as a part of this Request for Proposals (RFP).

Attachment 11 - Kodiak Airport Parking Operations Agreement is broken into various articles as follows.

Article I	Definitions
Article II	Scope of Agreement
Article III	Term
Article IV	Rights Granted and Obligations Undertaken

Article V	Premises
Article VI	Failure to Begin Continuous Operations
Article VII	Liquidated Damages
Article VIII	Kodiak Airport Management Fee
Article IX	Revenue Control
Article X	Parking Rates and Hours
Article XI	Parking Management and Operations
Article XII	Disadvantaged Business Enterprise (DBE) Program
Article XIII	Books, Records, and Accounting and Audit
Article XIV	Premise Alterations
Article XV	State’s Duties
Article XVI	Duties of Contractor
Article XVII	Contractor Personnel
Article XVIII	Indemnification and Insurance
Article XIX	Termination
Article XX	Assignment or Subcontract
Article XXI	Operation Take Over
Article XXII	Communications Protocol
Article XXIII	Laws and Taxes
Article XXIV	General Covenants
Article XXV	Additional Terms and Conditions Required by 17 AAC 45.410

SEC. 3.02 MANAGEMENT OPERATIONS

The Division of Statewide Aviation has determined that it is in its best interests to operate the Kodiak Airport Parking program under a management fee format. Please see **Attachment 11-Kodiak Airport Parking Operations Agreement** for additional details.

The offeror shall propose a management fee to manage and operate the Kodiak Airport Parking areas as defined in **Attachment 12 - Kodiak Airport Parking Map**. The successful offeror will be responsible for collecting all revenue required under the contract and depositing the revenue in an account designated by the state as defined in **Attachment 11 – Kodiak Airport Parking Operations Agreement**.

Payment to Contractor Calculation: In accordance with **Attachment 11 – Kodiak Airport Parking Operations Agreement**, the contractor shall be paid the offered percentage management fee after the monthly total revenue is reduced by the operating expenses. The Contractor shall also be reimbursed for operating expenses as seen in **Attachment 11 – Kodiak Airport Parking Operations Agreement**.

Formula: Total Monthly Revenue
Minus Operating Expenses (Reimbursed to Contractor)
Equals Monthly Adjusted Gross Revenue
Times Percentage Management Fee
Equals Amount paid to Contractor

The remaining amount left after (if any) the Percentage Management Fee Calculation remains with the state.

SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately March 11, 2025 through February 29, 2028, with one, five year renewal option commencing on March 1, 2028 and expiring on February 28, 2033. Options to renew are at the sole discretion of the State.

The contractor must request this renewal extension as set forth in **Article III of Attachment 11 - Kodiak Airport Parking Operations Agreement**. Any extension may require the approval of the Federal Aviation Administration.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.04 DELIVERABLES

The contractor will be required to provide the following deliverables:

Parking operations and management at the Kodiak Airport in accordance with **Attachment 12 - Kodiak Airport Parking Operations Agreement**.

SEC. 3.05 CONTRACT TYPE

The contract (**Attachment 12 – Kodiak Airport Parking Operations Agreement**) consists of a Management Fee style operation for the Kodiak Airport. For a complete description of fee provisions and structures, see the **Attachment 12 - Kodiak Airport Parking Operations Agreement** that is specific to the Management Fee Operation for the Kodiak Airport.

SEC. 3.06 PARKING OPERATIONS AGREEMENT

The contractor will be required to sign and submit **Attachment 12 - Kodiak Airport Parking Operations Agreement**. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law.

SEC. 3.07 CONTRACT EXECUTION

The contractor is responsible for the performance of all obligations set out in the contract. All work is subject to inspection, evaluation, and approval by the authorized airport official(s). The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The authorized airport official(s) may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract and pursue damages.

SEC. 3.08 PROPOSED PAYMENT PROCEDURES

See **Attachment 11- Kodiak Airport Parking Operations Agreement** for additional information on payment. Payments details may also be found in **Attachment 11- Kodiak Airport Parking Operations Agreement**.

SEC. 3.09 PROMPT PAYMENT FOR STATE PURCHASES

The State is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.10 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of the Department of Transportation & Public Facilities or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.11 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through February 28, 2026

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF2 (July through December 2025) and each HALF2 thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 3.12 MANDATORY REPORTING

The contractor must submit reports to the State Project Manager, DOT&PF Leasing or DOT&PF Finance Section on a monthly and annual basis per **Attachment 11 – Kodiak Airport Parking Operations Agreement**.

SEC. 3.13 LOCATION OF WORK

The location the work is to be performed, completed and managed is in Kodiak, Alaska.

The State will not provide office space for the contractor. The contractor must provide its own office space.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer of record in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.14 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1, SOC 2, or SOC 3 report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.15 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete **Submittal Form E**.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

If a subcontractor on the list will be performing work within Alaska, and did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who has a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract, in a format approved by the State.

An offeror's failure to provide this information, within the time set, will cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another that has already been approved may be made only at the discretion and prior written approval of the project director.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.16 JOINT VENTURES

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 3.17 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.18 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.19 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director and the procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.20 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Airport Manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Airport Manager or State Project Manager or procurement officer of record may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.21 LIQUIDATED DAMAGES

Liquidated damages may be assessed according to the terms of **Attachment 11 - Kodiak Airport Parking Operations Agreement** that is part of, and included with, this solicitation.

SEC. 3.22 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of DOT&PF or the Commissioner's designee.

SEC. 3.23 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of,

the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.24 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 3.25 INSURANCE REQUIREMENTS

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 agreement 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, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

SEC. 3.26 TERMINATION FOR DEFAULT

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of **Attachment 8 (Standard Contract Form - Appendix A General Provisions)**, found as part of **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND INFORMATION

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive.

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Demonstrated Experience and Industry Knowledge	5
Submittal Form C – Parking Facility Operations	5
Submittal Form D – Project Milestone Schedule	5
Submittal Form E – Subcontractors	5
Submittal Form F – Cost Proposal	

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies they comply with the following:

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g) that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 DEMONSTRATED EXPERIENCE AND INDUSTRY KNOWLEDGE (SUBMITTAL FORM B)

Offerors must provide comprehensive narrative statements that detail and describe their experience and industry- knowledge of airport parking operation as seen below. The narratives must address each of the following items individually for ease of evaluation. The narratives must also provide the proposed implementation plan.

▪ Demonstrated Experience

- A. The offeror shall describe how the proposed daily management team has active, satisfactory experience and responsibility that meets the minimum experience requirements as outlined in this RFP and the Parking Operations Agreement.

- B. The offeror shall describe how the proposed daily management team have active, satisfactory experience with, and responsibility for, the management and operation of comparable parking facilities or facilities with parking responsibilities.
- C. The offeror shall describe how the proposed daily management team have the capability of operating a revenue control system.
- D. The offeror shall specifically describe their demonstrated experience at other locations that are similar in size and level of activity. This shall include describing the experience managing and maintaining similar facilities, collecting and processing a high volume of cash or credit card transactions, developing and installing the needed parking lot management systems and requiring a significant level of service and contact with the public. The offeror should also specifically address any experience related to parking facilities.
- E. The offeror shall clearly describe and define how the offeror’s experience and qualification with parking facility management qualifies them to manage the Kodiak Airport Parking operations.
- F. The offeror shall describe their experience with providing parking operations in cold and wet weather climates. This should include describing and highlighting any parking operations involving similar weather conditions to those experienced by the Kodiak airport to include items such as snow removal, lighting repairs, signage, striping, booting, and towing.
- G. The offeror shall provide the name, address, and phone number of the clients’ contract manager at up to three of the offeror’s best parking service locations most similar to the Kodiak Airport public parking area. The state reserves the right to contact the clients’ contract manager. The offeror should provide the following information about the locations identified:
 - 1. A description of the location, the number of public parking spaces, the buildings, areas, and garages managed.
 - 2. The type of revenue control equipment and cash collection and accounting procedures (by brand, model, capability and type of software) in use at each of the three parking service locations identified in item G above.
 - 3. The scope of management, maintenance, janitorial, security, administrative, and subcontracting responsibilities at each of the three parking service locations identified in item G above.
 - 4. The gross revenues and expenses of the operating budgets for the period managed, but no more than the five most recent years (2017 to 2022).
 - 5. The type of agreement (straight management, reverse management or concession).

The entities submitted by the offeror as references may be contacted by the state to obtain information regarding the offeror’s operation and performance, including, but not limited to, the effectiveness and quality of operation, customer complaint record, financial status, timeliness of deposits and payments, and overall satisfaction with contractor performance.

▪ **Industry Knowledge**

- A. Submit detailed narrative statements that define and demonstrate the offeror understands its role as the parking management operator at the Kodiak Airport. Describe any differences or similarities in the management and operation of the parking facilities at the Kodiak Airport compared to other parking operations at facilities managed and operated by the offeror.
- B. Describe the offeror’s assessment of the status of the current parking operations at the Kodiak Airport and how this relates to the traveling public’s perception of the Kodiak Airport.
- C. Describe the offeror’s plans to enhance the parking service to better serve the traveling public. Ticketless transactions, prepaid parking and other service enhancements could be included and must address the pros and cons of the implementation of those programs at the Kodiak Airport.
- D. Provide the offeror’s assessment of market trends that may impact future parking facilities and ground transportation strategies at the Kodiak Airport.
- E. Describe a change that had to occur in the offerors management of a particular facility. What was the change and how did it affect the parking responsibilities and outcomes. How did the offeror adjust or adapt in order to overcome that obstacle?

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

As part of Submittal Form B, offerors must provide resumes for those personnel that will be assigned to complete the duties under this Proposal.

SEC. 4.05 PARKING FACILITY OPERATIONS (SUBMITTAL FORM C)

A proposed Operations Manual must be provided with the proposal. The Operations Manual shall not exceed the page limit (as described in Section 4.02). Offerors must provide comprehensive narrative statements that introduce the Operations Manual and the narratives must address each of the following items individually for ease of evaluation.

The Operations Manual must include:

- (1) A narrative of the overall management service;
- (2) Clearly defined objectives;
- (3) Steps or actions required to accomplish these objectives; and
- (4) A milestone schedule to include specific timeframes to meet the objectives.

The Operations Manual should demonstrate the offeror’s understanding of the services that will be required as stated in **Attachment 11 – Kodiak Airport Parking Operations Agreement**. At a minimum, the Operations Manual should:

- A. Provide the name, address, and complete resume of the qualifications and experience of the proposed staff for the parking facility. This must include their relevant experience and scope of responsibility to include a description of their function, with an emphasis placed on efficient

parking facilities as they relate to an airport environment dependent upon expeditious user transactions, convenience, quality service, and optimum parking space availability.

- B. Describe the internal and external accounting and auditing management and procedures the offeror will use. This should include a description of both local and home office accounting and auditing functions.
- C. Submit a financial pro forma for Kodiak Airport showing an annual budget, broken down by month, and containing the information set forth in the Kodiak Airport Parking Operations Agreement, Article VIII (D).
- D. Describe the day-to-day scheduling for the required custodial services as outlined in the Kodiak Airport Parking Operations Agreement.
- E. Describe the type and capability of the license plate inventory system or similar that the offeror will implement and the implementation schedule.
- F. Describe the procedures to be used for accepting checks (if checks are to be accepted) and collecting bad check amounts. This should include a detailed description of both local and home office procedures, as well as the use of any outside collection firms or other third-party contractors.
- G. Provide a procedure for a credit card acceptance system as well as a pay by phone or remote access payment system.
- H. Provide a “Transition and Start-up Plan” in a standalone document defining and describing how the offeror plans to start operations and bring about a smooth transition of the work to be performed under the Kodiak Airport Parking Operations Agreement.

The Transition and Start-up Plan shall consist of a schedule and a description of how the offeror will handle problems the offeror anticipates will be encountered when beginning operations under the Kodiak Airport Parking Operations Agreement and shall include the time period needed for the hiring and training of employees to include planned meetings with the State Project Manager and other staff as identified by the state to discuss the activities that will be required for a smooth transition as controlled parking is introduced at the Kodiak Airport.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.06 PROJECT MILESTONE SCHEDULE (SUBMITTAL FORM D)

Offerors must submit a Project Milestone Schedule that clearly indicates the projects proposed timeline from contract award to operation start up. This should include milestones such as, but not limited to lot design, perimeter marking, equipment installation, proposed lot configuration, striping, staffing, and fee structure development.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.07 SUBCONTRACTORS (SUBMITTAL FORM E)

If using subcontractors, the offeror must complete and submit this Submittal Form.

SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM F)

Offerors must complete and submit **Submittal Form F. Cost Proposal (Management Fee Proposal Form)**. On **Submittal Form F**, the offeror shall propose a percentage management fee to be paid to the contractor based on the monthly revenue collected each month.

The successful offeror will be responsible for collecting all revenue required under the contract and depositing the revenue in an account designated by the state as defined in **Attachment 11 – Kodiak Airport Parking Operations Agreement**.

The proposal with the lowest management fee retained by the contractor shall receive the maximum point award for cost evaluation per **Section 5.07 – Contract Cost (Cost Proposal -Management Fee Proposal Form)**. The offered percentage Management Fee should be calculated to accommodate all of the offerors direct and indirect costs associated with the performance of the contract, including but not limited to, the total number of hours at any hourly rate, direct and indirect expenses, payroll, supplies, overhead assigned to each person working on parking management duties, percentage of each person's time devoted to the duties, taxes, licenses and other such fees, insurance, and profit.

The percentage management fee, paid to the offeror out of monthly revenues (after reimbursement of allowable operating expenses as defined in **Attachment 11 – Kodiak Airport Parking Operations Agreement**), offered on **Submittal Form F. Cost Proposal (Management Fee Proposal Form)** is the total percentage of revenues to be paid by the state. No additional charges shall be allowed.

In addition, Attachment A also collects sample hours of operation and hourly/daily parking rates. This data is collected for informational purposes only and shall not be considered during the evaluation of cost.

SEC. 4.09 BID GUARANTEE

Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of **\$2,000.00** made payable to the State of Alaska. Bid Bonds will not be accepted. The bid guarantee of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond or Individual Surety. If the successful bidder fails to deliver the required Performance Bond or Individual Surety within the time required, the bid guarantee will be forfeited to the State of Alaska. The bid guarantee of each unsuccessful bidder will be returned as soon as practical after award has been made. The Bid Guarantee shall be submitted under the name appearing on the bidder's current Alaska business license.

Failure to submit a bid guarantee in the proper form and amount, by the time set for opening of bids, will cause the State to determine the bid non-responsive and reject the bid.

SEC. 4.10 FIDELITY BOND AND SURETY BOND

Bonds:

The following bond coverage will be provided solely by the contractor; the State will not reimburse the contractor for any expenses connected with the required bond coverage. The fidelity bond shall be purchased from a company or companies that have and maintain a "A" Plus or better insurance industry rating and are authorized to provide such coverage in the State of Alaska.

Fidelity Bonds:

Contractor will obtain and maintain, throughout the contract term, fidelity bonds covering all of contractor's employees and agents, in sufficient amounts as to adequately protect the contractor and the State, but in an amount not less than twenty-five thousand dollars per employee. In addition to the contractor, such bonds will name the State as co-principal. A duplicate of the original policy or policies of such insurance will be delivered to the State upon commencement of operations of the Parking Facilities and will contain thirty days prior written notice to the State of cancellation or material change.

Surety Bond:

Contractor will obtain and Maintain throughout the term of the contract, a Surety Bond to ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this RFP due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual Surety will be declared as liquidated damages and become due and payable to the State. By signature on this RFP, the proposer acknowledges this condition and voluntarily relinquishes any and all claims to the entire surety. The Surety shall be submitted under the name appearing on the proposer's current Alaska business license. The Surety made payable to the State of Alaska in the amount of the total contract value.

Failure to supply these Bond documents within the time required will cause the State to declare the bidder non-responsible and to reject the proposal.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Demonstrated Experience and Industry Knowledge	(Submittal Form B)	150
Parking Facility Operations	(Submittal Form C)	150
Project Milestone Schedule	(Submittal Form D)	200
	Total	500

Cost Criteria		Weight
Cost Proposal	(Submittal Form F)	400
	Total	400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror’s response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror’s response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

SEC. 5.04 DEMONSTRATED EXPERIENCE AND INDUSTRY KNOWLDGE

This portion of the offeror’s proposal will be evaluated against the following questions:

1) Questions regarding Demonstrated Experience:

1. How well has the offeror demonstrated the proposed daily management team has active, satisfactory experience with, and responsibilities that meet the required experience outlined in this RFP and **Attachment 11 – Kodiak Airport Parking Operations Agreement**?
2. How well has the offeror demonstrated the proposed daily management team has active, satisfactory experience with, and responsibility for the management and operation of comparable parking facilities?
3. How well has the offeror demonstrated its capability with operating a revenue control system?
4. How well has the offeror:
 - a. demonstrated its experience at other comparable locations with similar facilities of equal size and level of activity;
 - b. described experience managing and maintaining similar facilities; and,
 - c. described experience collecting and processing high volumes of cash transactions requiring a significant level of service and contact with the public.
5. Has the offeror demonstrated experience and qualifications in the parking facilities management industry that qualify it to operate a business the size and magnitude of the contract to be awarded?

2) Questions regarding Industry Knowledge:

- 1) To what degree has the offeror demonstrated an understanding of its role in the management of the parking operations at the Kodiak Airport?
- 2) How comprehensive is the offeror’s assessment of the current status of parking operations at the Kodiak Airport and how it relates to the traveling public’s perception of the Kodiak Airport?
- 3) How well has the offeror described its plans to enhance the parking service to better serve the traveling public, including ticketless transactions, prepaid parking and other service

enhancements and to what extent does the proposal identify risks and solutions to the implementation?

- 4) To what extent has the offeror demonstrated a thorough understanding of industry trends that may impact future parking facilities and ground transportation strategies at the Kodiak Airport?
- 5) To what degree has the offeror provided examples of how it adjusted its operating procedures to adapt to a significant change in the management of a parking facility?

SEC. 5.05 PARKING FACILITY OPERATIONS

This portion of the offeror’s proposal will be evaluated against the following questions:

1. How comprehensive is the offeror’s proposed Operations Manual, including the narratives related to overall management service, defined objectives, steps or actions required to accomplish these objectives, and specific time frames?
2. How well does the offeror demonstrate, in its proposed Operations Manual, a thorough understanding of the services that will be required as stated in the Kodiak Airport Parking Operations Agreement?
3. How comprehensive is the offeror’s Transition and Start-up Plan?
4. To what degree has the offeror identified potential risks to transition and start-up and to what extent does the offeror provide solutions to the identified risks?

SEC. 5.06 PROJECT MILESTONE SCHEDULE

This portion of the offeror’s proposal will be evaluated against the following questions:

1. To what degree is the proposed milestone schedule logical and reasonable?
2. To what degree is the proposed milestone schedule timely and feasible when considering the complexity of the proposed milestones?

SEC. 5.07 CONTRACT COST (COST PROPOSAL -MANAGEMENT FEE PROPOSAL FORM)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

Converting Cost to Points

The highest value return to the state as offered on **Submittal Form F. Cost Proposal (Management Fee Proposal Form)** will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below.

The point allocations for cost on the other proposals will be determined using the following formula:

The distribution of points based on cost will be determined following the guidance of 2 AAC 12.260(c). The lowest percentage management fee cost proposal as calculated using the format below will receive the maximum number of points allocated to cost. The point allocations for cost on the remaining proposals will be determined through the method set out below. In the generic

example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See **Section 5. Evaluation Criteria and Contractor Selection** to determine the value, or weight of cost for this RFP.

EXAMPLE: FORMULA USED TO CONVERT PERCENTAGES TO COST TO POINTS

The RFP allots 40% of the total points (1000) for the Kodiak Airport Percentage Management Fee for a total of 400 points for cost.

[STEP 1]

Convert proposed percentages to cost (dollars), using the states Estimated Annual Gross Revenues (EAGR) of \$1,956,584.00 as seen on **Submittal Form F. Cost Proposal (Management Fee Proposal Form)**.

List all proposed Management Fee Percentages for Kodiak Airport

Offeror #1	87.65%
Offeror #2	82.25%
Offeror #3	91.50%

Multiple the percentage Management Fee Percentage proposed by each Offeror to establish the management fee to be evaluated.

Evaluated Management Fee Calculation					Evaluated
Amount					
Offeror #1	\$1,956,584.00	times	87.65%	=	\$1,714,945.88
Offeror #2	\$1,956,584.00	times	82.25%	=	\$1,609,290.34
Offeror #3	\$1,956,584.00	times	91.50%	=	\$1,790,274.36

[STEP 2]

The proposal with the lowest management fee amount paid to the contractor shall receive the maximum points available for cost evaluation. In this example, Offeror #2 would receive 400 points as they would be paid the lowest amount (\$1,609,290.34) which is lower than the other examples.

The point awards for the remaining proposals shall be determined with the following formula.

$$\text{Lowest Management Fee} \times \text{maximum points} / \text{Next Lowest Management Fee}$$

Using the above formula, Offeror #1 would receive 375.36 points and Offeror #3 would receive 359.56.

Offeror # 1 cost to points calculation:

$$\frac{\$1,609,290.34 \times 400 \text{ points}}{375.36} = \frac{643,716,136.00}{\$1,714,945.88} =$$

Offeror #3 cost to points calculation:

$$\frac{\$1,609,290.34}{359.56} \text{ times } 400 \text{ points} = 643,716,136.00 / \$1,790,274.36 =$$

SEC. 5.08 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror’s overall evaluation score.

Example:

Step 1

Determine the number of points available to qualifying offerors under this preference:

$$1000 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 100 \text{ Points for the preference}$$

Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

Add the applicable Alaska Offeror preference amounts to the offerors’ scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

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

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those

items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held virtually via Microsoft Teams.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

[Application Of Preferences](#)

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 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 (LLC) 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 Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), 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 government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- B. has an active partnership with an entity that employs an apprentice through a program described above.

In accordance with AS 36.30.321(i), 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 government, or the general public.

Alaska Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.15 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.16 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or

- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.17 PROPOSAL AS PART OF THE CONTRACT

Part of or all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 6.18 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 6.19 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive or cancel the contract.

SEC. 6.20 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 6.21 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 6.22 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 6.23 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of

materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 6.25 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 6.26 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 6.27 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.28 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 6.29 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
 - **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
 - **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

1) Proposal Evaluation Form

Note: Attachments 2-7, Submittal Forms A-F are also provided electronically with the RFP posting.

2) Submittal Form A. Offeror Information and Certifications

3) Submittal Form B. Demonstrated Experience and Industry Knowledge

4) Submittal Form C. Parking Facility Operations

5) Submittal Form D. Project Milestone Schedule

6) Submittal Form E. Subcontractors

7) Submittal Form F. Cost Proposal (Management Fee Proposal Form)

8) Standard Contract Form & Appendix A

9) Appendix B1- Indemnity and Insurance

10) Notice of Intent to Award (NOIA)

11) Kodiak Airport Parking Operations Agreement

12) Kodiak Airport Parking Area Map

13) Kodiak Airport Enplanement Data

14) ADA Parking Guide

ATTACHMENT #1 PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: 2525H069

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **1000**

SECTION 5.04: DEMONSTRATED EXPERIENCE AND INDUSTRY KNOWLEDGE – (1 – 10 POINTS)

Proposals will be evaluated against the questions set out below:

Experience:

1. How well has the offeror demonstrated the proposed daily management team has active, satisfactory experience with, and responsibilities that meet the required experience outlined in this RFP and Attachment 11 -Kodiak Airport Parking Operations Agreement?

NOTES: _____

2. How well has the offeror demonstrated the proposed daily management team has active, satisfactory experience with, and responsibility for the management and operation of comparable parking facilities?

NOTES: _____

3. How well has the offeror demonstrated its capability with operating a revenue control system?

NOTES: _____

4. How well has the offeror:

- d. demonstrated its experience at other comparable locations with similar facilities of equal size and level of activity;
- e. described experience managing and maintaining similar facilities; and,
- f. described experience collecting and processing high volumes of cash transactions requiring a significant level of service and contact with the public.

NOTES: _____

5. Has the offeror demonstrated experience and qualifications in the parking facilities management industry that qualify it to operate a business the size and magnitude of the contract to be awarded?

NOTES: _____

Industry Knowledge:

- 1. To what degree has the offeror demonstrated an understanding of its role in the management of the parking operations at the Kodiak Airport?

NOTES: _____

- 2. How comprehensive is the offeror’s assessment of the current status of parking operations at the Kodiak Airport and how it relates to the traveling public’s perception of the Kodiak Airport?

NOTES: _____

3. How well has the offeror described its plans to enhance the parking service to better serve the traveling public, including ticketless transactions, prepaid parking and other service enhancements and to what extent does the proposal identify risks and solutions to the implementation?

NOTES: _____

4. To what extent has the offeror demonstrated a thorough understanding of industry trends that may impact future parking facilities and ground transportation strategies at the Kodiak Airport?

NOTES: _____

5. To what degree has the offeror provided examples of how it adjusted its operating procedures to adapt to a significant change in the management of a parking facility?

NOTES: _____

TOTAL SCORE FOR SECTION 5.04:

1-10 points

SECTION 5.05 PARKING FACILITY OPERATIONS – (1 – 10 POINTS)

Proposals will be evaluated against the questions set out below:

1. How comprehensive is the offeror’s proposed Operations Manual, including the narratives related to overall management service, defined objectives, steps or actions required to accomplish these objectives, and specific time frames?

NOTES: _____

2. How well does the offeror demonstrate, in its proposed Operations Manual, a thorough understanding of the services that will be required as stated in the Kodiak Airport Parking Operations Agreement?

NOTES: _____

3. How comprehensive is the offeror’s Transition and Start-up Plan?

NOTES: _____

4. To what degree has the offeror identified potential risks to transition and start-up and to what extent does the offeror provide solutions to the identified risks?

NOTES: _____

TOTAL SCORE FOR SECTION 5.05:

1-10 Points

SECTION 5.06: PROJECT MILESTONE SCHEDULE (1-10 POINTS)

Proposals will be evaluated against the questions set out below:

1. To what degree is the proposed milestone schedule logical and reasonable?

NOTES: _____

2. To what degree is the proposed milestone schedule timely and feasible when considering the complexity of the proposed milestones?

NOTES: _____

TOTAL SCORE FOR SECTION 5.06:

1-10 points

SECTION 5.07: COST (400 POINTS)

Maximum Point Value for this Section 400 Points

Overall, a minimum of 40% of the total evaluation points will be assigned to cost.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 5.07.

SECTION 5.08: ALASKA OFFERORS PREFERENCE (100 POINTS)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

ATTACHMENT #2 – SUBMITTAL FORM A – OFFEROR INFORMATION AND CERTIFICATIONS

Revised March 13, 2024

PROJECT INFORMATION

RFP NUMBER: 2525H069
PROJECT NAME: Airport Parking Operations In Kodiak, Alaska

OFFEROR INFORMATION

Company Name: _____
Address: _____
Tax ID: _____
Alaska Business
License #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this proposal:

Name _____
Title _____
Address _____
Email _____
Telephone _____

CRITICAL TEAM MEMBERS

Provide the names of all critical team members that will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1 _____
Name of Position 2 _____
Name of Position 3 _____
Name of Position 4 _____

ADDENDA ACKNOWLEDGEMENT

The offeror acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their proposal. Failure to identify and sign for all amendments may subject the offeror to disqualification. The offeror must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your proposal (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True False
6	The offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State’s Trafficking in Persons Report.	True False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True False
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	True False
14	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True False
15	The offeror certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	True False
16	The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	True False
17	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True False
18	Offeror certifies they comply with the laws of the State of Alaska.	True False
19	Offeror confirms their proposal will remain valid and open for at least 90 days.	True False

** Failure to answer or answering “False” may be grounds for disqualification. For any “False” responses, provide clarification (up to 250 word maximum for each “False” clarification) below (add rows as necessary).*

Section	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity services to be provided by the offeror.

Does the offeror, or any individuals that will work on this contract, have a possible conflict of interest?

<input type="checkbox"/> Yes <input type="checkbox"/> No
--

** Failure to answer may be grounds for disqualification.*

If “Yes”, please provide additional information regarding the nature of that conflict:

--

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:

ALASKA PREFERENCES

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

SIGNATURE

This proposal must be signed by a company officer empowered to bind the company.

Printed Name _____
Title _____
Date _____
Signature _____



ALASKA BIDDER PREFERENCE CERTIFICATION

[AS 36.30.321\(A\)](#) / [AS 36.30.990\(2\)](#)

BUSINESS NAME: [Click or tap here to enter text.](#)

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1. _____	2. _____
3. _____	4. _____
5. _____	6. _____

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

- 1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?
 YES NO
 If **YES**, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)
- 2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?
 YES NO
- 3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?
 YES NO
 If **YES**, please complete the following information:

A. **Place of Business**

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

YES **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

YES **NO**

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

YES **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

YES **NO**

4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

YES **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of the state?**

YES **NO**

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. A **sole proprietorship** AND the proprietor is a resident of the state?

YES **NO**

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

YES **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

YES **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?
 YES NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
 YES NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
 YES NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
 YES NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

- (A) Served in the
 - (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
 - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
- (B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

YES NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

**ATTACHMENT #3: SUBMITTAL FORM B –
DEMONSTRATED EXPERIENCE AND INDUSTRY
KNOWLEDGE**

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror’s proposed costs and must not exceed five pages (reference RFP section 4.02).

ATTACHMENT #4: SUBMITTAL FORM C – PARKING FACILITY OPERATIONS

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

ATTACHMENT #5: SUBMITTAL FORM D – PROJECT MILESTONE SCHEDULE

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

ATTACHMENT #6: SUBMITTAL FORM E – SUBCONTRACTORS

Please complete the below form if using subcontractors. During contract negotiation, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to performing the services required by the contract. Prior to contract award, the state will also require evidence that a subcontractor possesses a valid Alaska business license if they will be performing work within Alaska.

Subcontractor Function	Subcontractor Name	Address	% of Work Performing

ATTACHMENT #7: SUBMITTAL FORM F – COST PROPOSAL (MANAGEMENT FEE PROPOSAL FORM)

Attachment A - Cost Proposal			
RFP	RFP2525H069 - Kodiak Airport Parking Management		
PART ONE: PROPOSED MANAGEMENT FEE			
Part One: Instructions			
1	In the space provided below, indicate the Percentage Management Fee to be paid to Contractor		
	Add no min or max guaratnee languague		
Estimated Gross Annual Revenue (For Evaluation Only)			
% Management Fee proposed by the Offeror			
Value of Management Fee		\$	-
Value Returned to the Division of Statwide Aviation (Evaluated Cost)		\$	-
PART TWO: PROPOSED HOURS OF OPERATION			
Part Two: Instructions			
Enter the Proposed Hours of Operation by day			
The Hours of Operation proposed below shall not be evaluated and are for informational purposes only			
Day of Week	Time Open	Time Closed	Total Hours Open
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

PART THREE: SAMPLE HOURLY RATES					
Part Three: Instructions		Enter Sample Hourly Rate for each lot			
		The Sample Rates provided below shall not be evaluated and are for informational purposes only			
Lot A - Short Term Parking - Total Spaces 85 as currently arranged		Lot B - Long Term Parking - Total Spaces 181 as currently arranged		Lot C - Employee Parking - Total Spaces 39 as currently arranged	
First 30 Minutes		First Day		First Day	
31 Minutes to 1 Hour		Second Day		Second Day	
1 to 2 Hours		Third Day		Third Day	
2-3 Hours		Fourth Day		Fourth Day	
3-4 Hours		Fifth Day		Fifth Day	
4-5 Hours		Sixth Day		Sixth Day	
5-24 Hours		Seventh Day		Seventh Day	
Maximum Per Week		Maximum per Week		Maximum per Week	

ATTACHMENT #8 STANDARD CONTRACT FORM & APPENDIX A

STANDARD CONTRACT FORM Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices.

1. Agency Contract Number ■	2. Contract Title ■	3. Agency Fund Code ■	4. Agency Appropriation Code ■
5. Vendor Number ■	6. IRIS GAE Number (if used) ■	7. Alaska Business License Number ■	
This contract is between the State of Alaska,			
8. Department of ■	Division ■	hereafter the State, and	
9. Contractor ■			hereafter the Contractor
Mailing Address ■	Street or P.O. Box ■	City ■	State ■
		ZIP+4 ■	

10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.	
ARTICLE 2. Performance of Contract:	
2.1 Appendix A (General Conditions), Items 1 through 19, govern contract performance.	
2.2 Appendix B sets forth the indemnification and insurance provisions of this contract.	
2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.	
ARTICLE 3. Period of Performance: The period of performance for this contract begins ■, and ends ■.	
ARTICLE 4. Considerations:	
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$■ in accordance with the provisions of Appendix D.	
4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:	
11. Department of ■	Attention: Division of ■
Mailing Address ■	Attention: ■

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm ■	Department/Division ■
Signature of Authorized Representative ■	Signature of Procurement Officer ■
Typed or Printed Name of Authorized Representative ■	Typed or Printed Name of Procurement Officer ■
Date ■	Date ■

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

SCF.DOC (Rev. 2/24)

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

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 with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed, or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

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 the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

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

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the

furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

18. Termination.

- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

19. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

ATTACHMENT #9 APPENDIX B1- INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. 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 agreement 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, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

ATTACHMENT #10 NOTICE OF INTENT TO AWARD (NOIA)

STATE OF ALASKA

Department of Transportation & Public Facilities
Division of Administration and Program Management



NOTICE OF INTENT TO AWARD A CONTRACT

THIS IS NOT AN ORDER

DATE ISSUED: TBD

RFP NUMBER: 2525H069

RFP SUBJECT: Airport Parking Operations In Kodiak, Alaska

PROCUREMENT OFFICER: Chris Hunt

SIGNATURE: _____

This is notice of the state's intent to award a contract. An offeror who wishes to protest this Notice of Intent must file the protest with the procurement officer within ten calendar days following the date of this notice. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified below as being the most advantageous is instructed not to proceed until Contract Award or other form of notice to proceed is given by the procurement officer.** If the offeror proceeds prior to receiving a Contract Award or other form of notice to proceed, the offeror does so without a contract and at their own risk. AS 36.30.365.

LEGEND: @ = MOST ADVANTAGEOUS
YES = RESPONSIVE AND RESPONSIBLE OFFEROR
NO = NON-RESPONSIVE OR NON-RESPONSIBLE OFFEROR

<u>Offeror</u>	<u>Responsive</u>	<u>Total Score</u>	<u>Most Advantageous</u>

SUMMARY

A Contract shall be awarded as follows:
Company Name
Address
City, State, Zip Code

The proposal submitted by Company Name has been deemed responsive and responsible and has been determined to be the most advantageous.

ATTACHMENT #11 KODIAK AIRPORT PARKING OPERATIONS AGREEMENT

Kodiak Parking Operations Agreement

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

AND

Vendor: _____

Kodiak Airport Parking Operations Agreement

CA 2525H069

THIS AGREEMENT made this ____ day of _____, 2025, by and between the State of Alaska, Department of Transportation and Public Facilities, Division of Statewide Aviation (State), whose address is P.O. Box 112500, Juneau, Alaska 99811-2500, and _____ (Contractor), whose address is _____.

In consideration of the Premises and of the charges, fees, covenants, rights and obligations contained herein, the parties agree to all conditions as follows:

INTRODUCTION

- A. The State of Alaska operates the Kodiak Benny Benson Airport (Airport), located in Kodiak, Alaska under lease agreement from the United States Coast Guard.
- B. In connection with the Airport, the State of Alaska manages all real property within the boundaries of the Airport, including the parking lots used by non-State airport employees and the general public and the areas utilized by vendors for rental car parking.
- C. The primary terminal building at the Airport is owned and operated by Alaska Airlines. Other businesses own and operate their own businesses from other facilities on the Airport.
- D. For the benefit of air travelers and others, the State provides parking at the Airport.
- E. The State has determined it is necessary in the promotion and accommodation of air commerce and air transportation that adequate, economical, courteous, safe, clean, and efficiently operated automobile parking facility services be developed and operated for the benefit of air travelers and others.
- F. It is in the State's best interest to provide a Contractor for the parking facilities with sufficient experience and competence in parking facilities development, management and operation.
- G. The State determined that selecting a Contractor through the competitive proposal process is in the best interest of the State.
- H. Contractor was the successful proposer for the right to develop, manage and operate automobile parking facilities at the Airport.

- I. Contractor desires to develop, manage and operate public and employee automobile parking facilities at the Airport, as set out in this Agreement.

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ARTICLE I: DEFINITIONS

The following definitions apply for this Agreement:

- A. Airport Parking Service:** The activity of providing vehicle parking for airport users or visitors.
- B. Agreement:** This Parking Operations Agreement, including the RFP as amended, the Contractor’s proposal submitted in response to Request for Proposal (2524H012) and all other attachments and exhibits thereto, and all future amendments or supplements which may be executed by the parties to this Agreement.
- C. Agreement Term:**

Base Term	
Agreement Year	Time Period
One	Contract Execution to 3/31/2024
Two	4/1/2024 to 3/31/2025
Three	4/1/2025 to 3/31/2026
Four	4/1/2026 to 3/31/2027
Five	4/1/2027 to 3/31/2028
Extended Term	
Six	4/1/2028 to 3/31/2029
Seven	4/1/2029 to 3/31/2030
Eight	4/1/2030 to 3/31/2031
Nine	4/1/2031 to 3/31/2032
Ten	4/1/2032 to 3/31/2033

- D. Airport:** The real property of the Kodiak Airport as it exists on the day of execution of this Agreement and as reflected on Exhibit A – Kodiak Airport Property Map attached and made part of this agreement, together with any future additions thereto or expansions thereof.
- E. Airport Manager:** The Airport Manager, sometimes referred to as a Rural Airport Foreman, employed and authorized by the State of Alaska, Department of Transportation and Public Facilities to manage the day-to-day operations at the Airport on behalf of the State, or their substitute or designated representative.
- F. Automobile:** A wheeled, self-propelled vehicle by which any person or property may be propelled, moved, or drawn upon a road or highway.
- G. Base Term:** Agreement Years One through Five as indicated in item C above, beginning on contract execution and ending March 31, 2028.

- H. Disadvantaged Business Enterprise (DBE):** A business certified by the State of Alaska, Department of Transportation and Public Facilities as a disadvantaged business enterprise as defined in 49 CFR, Part 23. The Contractor is expected to work directly with the Office of Civil Rights to ensure compliance with this citation.
- I. Effective Date:** The term Effective Date refers to the date the initial term of the Agreement begins.
- J. Extended Term:** Agreement Years Six through Ten as indicated in item C above.
- K. Fiscal Year:** The State's fiscal year begins on July 1st and ends June 30th.
- L. Gross Revenues:**
- a. The term "**Gross Revenues**" **includes** the following:
 - i. All Contractor sales for either cash or credit, which is collected or should have been collected, except those exclusions stated under this Agreement from any business conducted in whole or in part at the Airport, or under the rights granted in this Agreement.
 - ii. Charges for all services performed in, on, or through the business, including electronic commerce, vehicle impounds or sales of vehicles, conducted under this Agreement. This includes all other income and proceeds from or incidental to any business conducted in whole or in part in, on, or in connection with the rights granted under this Agreement.
 - iii. Goods, work, or services furnished by any person in lieu of payment in exchange for value received.
 - b. The term "**Gross Revenues**" **excludes** the following:
 - i. The amount of any sales tax, so-called "luxury tax," consumer excise tax, gross receipts tax, or other similar tax imposed by a federal, state, municipal, or other government authority directly on any business conducted in whole or in part in, on, or in connection with the rights granted under this Agreement. The Contractor will properly account, pay and record all taxes.
 - ii. Receipts from the sale of waste and/or scrap material resulting from the Contractor's business as authorized under this Agreement. Such sale will be subject to the prior authorization of the State.
 - iii. Receipts from the sale or trade-in value of Contractor owned furniture, fixtures, or equipment used on the Premises and not considered stock-in-trade.
 - iv. The value of supplies or equipment exchanged with or transferred to other business locations of the Contractor if the exchange or transfer is not made to avoid a sale by the Contractor under this Agreement.
 - v. Receipts from refunds of supplies or equipment returned to shippers, suppliers, manufacturers or discounts the Contractor receives from these entities.

- vi. Receipts from the sale of uniforms or clothing to the Contractor's employees if sold at cost and the Contractor requires its employees to wear these items.

The Contractor will not deduct from Gross Revenues any franchise, capital stock, income, or similar tax based on income or profits. The State will not credit or reduce the amount of the Contractor's Gross Revenues that results from any illegal rebate, kickback, or hidden credit given or allowed to clients.

- M. Management Fee:** The percentage fee of the Gross Revenues the Contractor proposed as compensation for developing, managing and operating the parking facilities.
- N. Monthly Gross Revenue:** The Monthly Gross Revenue is the total amount of gross revenue collected during the previous month.
- O. Monthly Adjusted Gross Revenue:** The Monthly Adjusted Gross Revenue is determined by subtracting the Monthly Operating Expenses from the Monthly Gross Revenue.
- P. Monthly Operating Expenses:** Monthly Operating Expenses are costs experienced by the Contractor to provide the required services during the previous month. The Contractor is reimbursed for approved Operating Expenses.
- Q. Operations Manual:** Written instructions, rules, and conditions detailing the operation and management of the Kodiak Airport Parking Facility required under **Article XI (PARKING MANAGEMENT & OPERATIONS)**.
- R. Parking Facilities:** Those areas for the Kodiak Airport depicted on **Attachment D - Airport Parking Area Map** attached and made a part of this agreement and generally consisting of Public Short Term Parking (including areas for non-State Airport employees), Public Long Term Seven Day parking, non-State terminal employee parking, and Rental Car Parking.

The term "Parking Facilities" also encompasses any diminutions or expansions thereof as may be designated by the State for automobile parking to meet the demands of air travelers and others; together with tollhouses, treadles, counters, bumpers, guards, signs, and any improvements related to or connected with the operation and management of the public parking surfaces and/or related facilities.

Parking lots used by State Employees located at the Kodiak Airport are also not within the scope of this Agreement.

- S. Parking Office:** The State will provide the Contractor space in the parking lot at a location approved in advance by the State and used by the Contractor for a Parking Office, or, if the Contractor desires space inside a privately owned terminal building, office space the Contractor secures from the business owner will be at its own expense.
- T. Premises:** This term includes all areas covered by this Agreement, including the Parking Office and Parking Facilities. Attachment "D" identifies the boundaries.
- U. Procurement Officer of Record:** The Procurement Officer assigned the responsibility to provide contract administration to include the issuance of all amendments to this Agreement.
- V. Proposal:** Proposal submitted by Contractor and accepted by the State, including all exhibits, attachments thereto.

- W. State Project Manager:** The Division of Statewide Aviation employee assigned the responsibility to manage this Agreement for all day-to-day activities.

- X. Valet Parking Service:** This service is not available at the Airport. However, when/if implemented, it will be the activity of providing vehicle parking for airport users or visitors and in which the parking service parks or otherwise drives or offers to drive a customer's vehicle; or arranges for transportation of an airport user or visitor between the parking location and a location on the airport, as approved by the State.

ARTICLE II: SCOPE OF AGREEMENT

The Contractor must perform all obligations, conduct all activities, and comply with all promises and representations made in its proposal, including any refinement submitted in response to the State's solicitation of competitive proposals for the rights granted under this Agreement, as finally accepted by the State.

This includes compliance with all documents generated in the solicitation, competition and award of this Agreement, including but not limited to the terms of the Request for Proposals as amended, Instructions to Proposers, Proposers Management Fee Submission, submissions made thereto such as the Operations Manual, Transition and Start Up Plan, and other responses to the Specific Evaluation Criteria, and all other documentation required in this Agreement, along with any supporting documentation.

ARTICLE III: TERM

- A. This Agreement is effective on the date it is signed on behalf of the State. The State grants the Contractor the rights listed in Article IV (Rights Granted and Obligations Undertaken) beginning upon contract execution and ending March 31, 2028 (Base Term).
- B. For the purposes of agreement 2524H012, the State, in its sole discretion may extend the agreement five years beyond the end of the Base Term beginning April 1, 2028 and ending March 31, 2033 (Extended Term).
- C. Within 120 days before March 31, 2028, the Contractor may request the Extended Term of this agreement until March 31, 2033. Within 60 days of the request for an extension, the State, at its sole discretion, will grant or deny the extension.
- D. If the Agreement is extended as outlined above, the Contractor agrees to perform during the extension period in accordance with the terms and conditions herein.
- E. In order to avoid an interruption of service to the public or revenues to the State, and to facilitate fair and orderly selection of, and transition to, any successor Contractor, by written notice to the Contractor, not less than sixty (60) days before the end of the Agreement term, the State may require the Contractor to continue to operate.
- F. The State reserves the right to cancel this agreement at its convenience upon ninety (90) calendar days' written notice to the Contractor. The State is liable only for payment in accordance with the payment provisions of this agreement for services or supplies provided before the effective date of termination.

ARTICLE IV: RIGHTS GRANTED AND OBLIGATIONS UNDERTAKEN

The State grants the Contractor the authority to exercise the following rights subject to the obligations under this Agreement:

A. Contractor Rights & Obligations:

- a. The exclusive right and obligation, subject to direction by the State, to develop, manage and operate the parking facilities in an efficient manner to ensure quality service and effective revenue control, and to use the Parking Office in connection with the management and operation of the Parking Facilities.

The program developed by the Contractor must be in compliance with all applicable federal, state, and local laws, regulations, and policies to include, but not limited to all ADA requirements.

Although these obligations will not diminish during the term of this agreement, the specific areas to which they apply may, in the State’s sole discretion, diminish or expand as provided for in this agreement.

These rights and obligations are non-transferrable and are to be performed in an efficient and professional manner to ensure quality service and effective revenue control.

- b. The Contractor will operate future parking facilities as directed by the State without renegotiating this Agreement.

B. General Rights:

- a. The right of ingress and egress, and to occupy the Premises by the Contractor, its officers, Contractors, suppliers, service personnel, guests, patrons, and invitees for the specific purposes set forth herein.
- b. The Contractor, with prior approval from the State, has the right to construct and install new and/or additional fixtures, equipment, and other improvements necessary to manage the Parking Facilities as authorized and required under this Agreement. Any construction or installation shall be subject to an approved Airport Building Permit prior to any work commencing.
- c. The right to subcontract or joint venture, subject to prior written consent of the State. Such subcontract or joint venture Agreement must require, at a minimum, strict compliance with the provisions of this Agreement. The Contractor agrees that it is responsible for the performance of its subcontractors and joint venture partners under this Agreement.

The Contractor agrees to initiate and take all corrective action should a subcontractor or joint venture partner fail to comply with its contract with the Contractor or any provision of this Agreement, particularly in regards to Parking and Revenue Control Systems (PARCS) equipment in use or to be installed.

The failure of a subcontractor or joint venture partner to comply with the provisions of this Agreement shall constitute default by the Contractor under this Agreement entitling the State to terminate in accordance with the provisions herein.

C. Reservations and Prohibitions:

- a. The State reserves the right to grant others rights and privileges not exclusively granted to the Contractor. The rights and privileges granted to the Contractor under this Agreement are the only rights and privileges granted to the Contractor. The Contractor has no easements, rights, or privileges, express or implied, other than those specifically granted under this Agreement, if any.
- b. The Contractor will not sell any parking, shopping and dining service or product not described in this Agreement other than loyalty or promotional programs, if any, without the advance written approval of the State. Unless otherwise expressly agreed in writing by the State, all sales relating to the Airport by or through the Contractor or any subcontractor shall be deemed as Gross Revenues.

If questions and/or disputes arise regarding the sale of any service or product, the Contractor may submit a written request to the State asking for a review and decision concerning such questions and/or disputes. The State will deliver a written decision to the Contractor and the decision of the State is final.

- c. This Agreement does not grant the Contractor the right to provide or perform any other business or commercial activity; nor does it grant the Contractor the right to use the trademarks, symbols, trade names or name of the State or the Kodiak Airport, either directly or indirectly, in connection with any other production, promotion service or publication without the prior written discretionary consent of the State.
- d. The Contractor is not entitled to collect any revenues related to parking areas on the Premises designated for State employee parking or to create or develop new parking areas or facilities without written approval from the State.
- e. The State may, in its discretion, require the Contractor to provide parking validators to airport approved concessionaires. The airport approved concessionaires would be authorized to validate parking for patrons who fulfill certain financial conditions.
- f. Although these obligations will not diminish during the Agreement term, the specific areas to which they apply, at the State's sole discretion, may diminish or expand as provided for in this Agreement.
- g. If deemed by the State to be necessary, the Contractor will operate future public Parking Facilities at the Kodiak Airport only as directed by the State by written amendment(s) to this Agreement.
- h. The Contractor shall not clear, excavate, core, or fill land or construct, install, remodel, remove, or demolish any temporary or permanent improvements without first obtaining approval from the State Project Manager and the Procurement Officer to include obtaining an Airport Building Permit under 17 AAC 45.280.
- i. **Performance Incentive Bonus Program:** At its discretion, the State may implement a Performance Incentive Bonus Program with the Contractor as negotiated with the Contractor.

D. Procurement Processes In Carrying Out Contractor Duties:

If the Contractor proposes capital improvements or equipment be installed or purchased, and if the State provides prior approval, the Contractor may conduct purchases for such items and shall be reimbursed by the state for these purchases. The Contractor is solely responsible for purchases to include terms of finance, if applicable.

The Contractor shall be reimbursed for purchases related to PARCS, revenue control devices, and related communications systems under Article XI (Parking Management and Operations), Section B (General Contractor Duties), Paragraph (h), premises alterations under Article XIV (Alteration of Premises), and various equipment under Article XIII (Books, Records, Accounting and Auditing), Section E, associated with the parking duties described herein.

At the Kodiak Airport, the Contractor may purchase at competitive market rates goods and services that cost less than \$5,000 if the purchase is within the scope of the existing monthly and annual budget.

At the Kodiak Airport, the Contractor will use a competitive process to procure goods and services costing more than \$5,000. The competitive process must include soliciting bids from at least three vendors. Purchases of goods and services that cost more than \$5,000 must have prior written approval of the State.

ARTICLE V: PREMISES

- A. The Premises includes all areas covered by this Agreement, including the public Parking Facilities and non-State employee parking and other areas designated by the State during the Agreement Term, as shown on Exhibit XXX – Kodiak Airport Parking Areas (Premises).
- B. The State will deliver the Premises, as defined above, to the Contractor on (Month, Day, Year). The Contractor accepts the Premises in its present condition "as is" with all defects, if any, and with no warranties express or implied of any kind. The Contractor acknowledges that the State's obligation is limited to making the Premises available to the Contractor for its use, and that the State makes no representation that they are suitable for the Contractor's requirements.
- C. If any new parking areas are developed or constructed within the Airport boundaries during the Agreement Term, the new parking areas, or any portion of the parking areas designated for public parking, may be added to the Premises, either in part or in their entirety, at the State's sole discretion via an amendment to this Agreement. In such case, all of the responsibilities of the Contractor as described in this Agreement will apply for the remainder of the Agreement Term to those portions of any new parking areas added to the Premises.
- D. Without limiting the scope of the State's reserved right to decide whether to add any portion of new parking areas to the Premises, the State may decide, in its sole discretion, not to add the new parking areas as part of the Premises or part of this Agreement. In such event, the Contractor will not have the responsibility for maintaining, managing and operating the new parking areas and would not be entitled to any additional compensation as a result of the additional gross revenues nor would be obligated to pay additional concession fees, as applicable.

ARTICLE VI: FAILURE TO BEGIN CONTINUOUS OPERATIONS

The Contractor agrees to operate the Parking Facilities authorized under this Agreement on a continuous basis, uninterrupted by any period of unauthorized closure.

If the Contractor fails to begin continuous operation of the parking facilities at 12:01 A.M. on (Month, Day, Year), or the effective start date of the contract as issued, or if the Contractor fails to submit the required performance bond before beginning continuous operations, the \$100,000 proposal deposit submitted to the State with the Contractor’s proposal for this Agreement will be forfeited to the State as liquidated damages.

The forfeiture of the proposal deposit does not relieve the Contractor from the obligation to provide a performance bond.

ARTICLE VII: LIQUIDATED DAMAGES

- A. Liquidated Damages:** Except in cases where a different amount is specified, the Contractor will pay liquidated damages as assessed by the State for any material violation of this Agreement without reimbursement from the State. The Contractor and the State stipulate that any such assessment shall not be construed as a penalty; rather the Contractor and the State stipulate that the damages resulting from any such violation will be difficult to measure and ascertain.
- a. Lost Tickets:** Lost tickets will result in the Contractor being assessed liquidated damages in the amount of \$11.00 for each unaccounted-for ticket over 0.1 percent (.001 times the total number of tickets issued) of the total tickets issued each month.

Unaccounted-for tickets are defined as the difference between the actual automobile count taken, plus the tickets issued, minus the tickets collected, and the actual following day's actual automobile count.

- b. Closure Damages:** The State may assess the Contractor a daily fee for every unauthorized 24-hour period of closure at the Airport. The fee at the Airport will be calculated by dividing the Gross Revenue received by the Parking Facilities during the prior calendar year by 365 days. These damages will be in addition to normal fees due the State under this Agreement.
- c. Penalties for Violation of Article XIII (Books, Records, Accounting and Audit) and Article XVII (Personnel):**

The State will assess liquidated damages in an amount not to exceed thirty-five dollars (\$35.00) per day per occurrence for failure to comply with the requirements of:

- i. Article XIII (BOOKS, RECORDS, ACCOUNTING AND AUDIT) (except for lost tickets as noted above); and
- ii. Article XVII (PERSONNEL).
- d. Incomplete or Missing Vehicle Inventories:** The State may assess and, if assessed, the Contractor will pay a penalty of one hundred dollars (\$100.00) per day for each day such inventories are incomplete or are not taken, unless the inventory requirement is waived in advance by the State. Any waiver will not be construed as a waiver of any subsequent incomplete inventory or failure to inventory.
- e. Assessment of Liquidated Damages:** The State will withhold assessed liquidated damages from the Contractor's expense reimbursement under Article VIII (Kodiak Airport Management Fee).
- f. Written Notice of Liquidated Damages:** Before assessing liquidated damages under this Agreement, the State shall provide the Contractor with a written notice of the failure to comply with this Agreement that is subject to the assessment of liquidated damages. For purposes of this Section, the required written notice may be hand delivered or sent by email to the Contractor's on-site manager in Kodiak.
- g. Failure to Comply:** If the failure to comply does not pose a safety or liability risk to the State, the Airport, the public, or employees at the Airport, the Contractor will have twenty-four (24) hours to remedy the noted violation.

- h. Violation not Remedied:** If the violation is not remedied to the State's satisfaction within the twenty-four (24) hour period, or in all cases, if the violation poses a safety or liability risk to the State, the Airport, the public, or employees at the Airport, the Contractor shall pay to the State liquidated damages from the time the violation began through the time the violation is cured.
- i. No Safety Risk:** If the Contractor can demonstrate that a violation does not pose a safety or liability risk as described above and cannot be remedied within the twenty-four (24) hour period, the Contractor may submit a schedule to remedy the violation, with a written request for an extension of time. The written request must be received by the State Project Manager or the Kodiak Airport Manager by hand-delivery or email prior to the deadline. The State will review the request, and in its sole discretion, decide whether to reduce or waive liquidated damages during an extended period for cure.
- j. Protest of Liquidated Damages:** The Contractor may protest an assessment of liquidated damages under 17 AAC 45.910.

ARTICLE VIII: PARKING FACILITIES MANAGEMENT & OPERATION COSTS

Fee provisions associated with the Kodiak Airport parking operations will consist of two primary components:

1. Operating Expense Reimbursement.
2. Percentage Management Fee paid to Contractor.

This arrangement, and associated specific accounting requirements, are more fully described below.

- A. Operating Expense Reimbursement:** The Contractor will pay all costs and expenses connected with the Parking Facilities when due. The Contractor will submit a written Monthly Certified Activity Report to the State by the tenth (10th) day of each month per Article XIII (Books, Records, Accounting and Auditing), Section C (Reports), Paragraph b (Monthly Certified Activity Report). This report must include all Operating Expenses to include Overtime and Benefit Reimbursement as seen in Sections C and D below. All reimbursable expenses must have been previously authorized and incurred and paid in the operation of the Parking Facilities for the preceding month. The State will reimburse the Contractor for these expenses on or before the 15th day after the State receives the Contractor’s Monthly Certified Activity Report.
- B. Management Fee:** The State will pay the Contractor a management fee for its operations at the Kodiak Airport. The management fee will be the proposed percentage of the Monthly Adjusted Gross Revenues generated by the Parking Facilities.

However, the management fee will be reduced by any charge or liquidated damages stipulated in this Agreement and assessed by the State. The State will pay the net fee on or before the 15th day after the State receives the Contractor’s Monthly Certified Activity Report.

The State will process reimbursements and pay approved costs on or before the 15th day after the State receives the Contractor’s Monthly Activity Report.

- C. Reimbursement Limitations:** Cumulative monthly reimbursements of expenses for equipment, supplies, and services will not exceed the State-approved annual budget for each category of equipment, supplies, and services unless prior written approval is received from the State.
- D. Subsidies and Grants:** Any subsidy or monetary grant the Contractor receives from a government agency for participating in a government-sponsored program for persons employed by the Contractor will be deducted from the annual and monthly budget. The State will not make double payments to the Contractor.
- E. Supporting Documentation:** The State has the right to request data from the Contractor to support any budget item(s) and to require modifications to the budget. Upon written approval from the State, a modified budget will be considered adopted.

ARTICLE IX: REVENUE CONTROL

- A. General:** Gross Revenues from the operation of the Parking Facilities and any other services offered in conjunction with this Agreement are public funds of the State's Rural Airport Revenue Fund. Such funds will be held in trust by the Contractor and, segregated from the Contractor's non-trust funds while the funds are in the Contractor's custody and control.

If any Gross Revenue is lost, stolen, or otherwise unlawfully removed from the custody and control of the Contractor, the Contractor remains responsible for the revenue, and will deposit a like sum of monies in a bank designated by the State within forty-eight (48) hours after discovery of such loss, theft or unlawful removal. If the loss, theft or unlawful removal is insured or otherwise secured by the Contractor, any payment made to the State by the insurance company, bonding company, or other, will be reimbursed to the Contractor.

- B. Collection and Deposit of Revenue:** The Contractor will collect, hold in trust for the State, account for, and deposit all Gross Revenues derived from the operation of the Parking Facilities under this Agreement. Deposits will be made daily to the bank account designated in writing by the State. Arrangements for deposits, including the use of armored transport, will be subject to the approval of the State. All deposits will be credited to the State of Alaska, Alaska Rural Airport Revenue Fund. The Contractor will submit payments and deposits free from any claim, demand, setoff, or counterclaim of any kind against the State.

All Revenue shall be deposited in Account: To be provided to the Contractor.

- C. Taxes:** As a reimbursable expense under this Agreement, the Contractor will pay all taxes which lawfully may be levied or charged upon the Airports, upon the right of the Contractor to perform operational services, and upon the Contractor's equipment, fixtures or other property, all with reference to services and operations related to this Agreement.

In the event the tax assessor of the CBK seeks to levy any ad valorem (possessory interest) tax against the Contractor or upon improvements, facilities, or other property owned or used by it, the Contractor, forthwith upon receipt of bill or other notification of such action, will notify the State. The Contractor expressly undertakes and agrees to comply with any written direction by the State with respect to such ad valorem taxes, including, but not limited to, protesting same, petitioning for equalization, and litigating the amount of legal validity of any such taxes, and to nominate the Attorney General as its attorney and legal representative with respect to such direction and said ad valorem taxes, and to pay the same under protest, if so directed.

In such cases, all of the Contractor's actual expenses associated with or related to payment of ad valorem taxes will be reimbursable by the State. However, if any such levy is assessed based only on the Contractor's management fee income, or if the State otherwise elects not to direct the Contractor with respect to such ad valorem taxes, the Contractor may, after notice to and consent of the State, take whatever lawful action the Contractor chooses, holding harmless the State from any liability therefore.

- D. Cash Overages and Shortages:** If the Contractor charges any patron a price in excess of the established rate, the amount by which the actual charge exceeds the established rate will constitute a cash overage which will be returned to the patron, where possible. If it is not possible to return overages to the patron, upon realization of such, and subsequent to a demonstration of a good faith effort to perform such, any overage will be included within the next scheduled deposit and identified as an un-returnable overage.

If the Contractor charges any patron a price which is less than the established schedule of rates, the amount by which the actual charge is less than the established rate schedule will constitute a cash shortage. Any shortage will be identified as a shortage on the cashier's report form.

Each day, the Contractor will account for and report the total overages and/or shortages for the last 24-hour period. At the end of each calendar month, the Contractor will calculate the month's net cash overages and shortages. The daily net figures for overages and shortages may offset each other; however, if there is a net monthly difference of shortages, the Contractor will deposit the difference in the State's account on the first day of the following calendar month. If, in the State's sole discretion there are unreasonable shortages on a daily basis, the State may make the Contractor responsible for the shortages. If the State decides the Contractor is responsible for the amount of any shortage, the shortage will not be reimbursed to the Contractor.

Further, overages and shortages will not offset each other at any time except on the aforementioned daily basis and then on a monthly basis; the monthly figures will not be netted annually.

- E. Electronic Reporting:** Daily cash reporting, monthly CAR reporting, annual budgets, and monthly budget submissions must be in electronic format as prescribed by the State.

ARTICLE X: PARKING RATES & HOURS

- A. Rate Policy:** The Contractor will charge users of the public Parking Facilities only the rates established in writing by the State and will permit complimentary use of parking spaces only as may be established in writing by the Commissioner of the Department of Transportation and Public Facilities, or designee. The Commissioner may revise the parking rates at any time during the term or any extensions of the term of this Agreement and will give written notice to the Contractor of any such change along with the effective date of the change. Below you will find an example of the possible terms and rates structure for consideration at the airport.
- B. Parking Rates:** The rates and maximum allowable length of stay for vehicles parked will follows a similar format as below, i.e. unless changed in accordance with Section A of this Article:

- a. Parking Rates at the Kodiak Airport:

Lot A: Short Term Parking: 85 parking spots as seen on **Exhibit A – Short Term Parking Area.**

Length of Time	Parking Rate
First 30 Minutes	No Charge
31 Minutes to 1 Hour	
1 to 2 Hours	
2-3 Hours	
3-4 Hours	
4-5 Hours	
5-24 Hours	
Maximum stay 7 days?	

Lot B: Long Term Parking: 181 parking spots as seen on **Exhibit B – Long Term Parking Area**

Length of Time	Parking Rate
First Day	
Second Day	
Fourth Day	
Fifth Day	
Sixth Day	
Seventh Day	
Maximum Per Week	
Maximum stay of 30 days?	

Lot C- Employee Parking: Currently Closed - Approximately 39 parking spaces as seen on **Exhibit C – Employee Parking Area - Closed**

Length of Time	Parking Rate
First Day	
Second Day	

Third Day	
Fourth Day	
Fifth Day	
Sixth Day	
Seventh Day	
Maximum Per Week	

- D. Hours of Operation:** Maintain the Parking Facilities operations to ensure coverage during the following hours. The actual hours of operation shall be determined cooperatively by the State Project Manager and the Contractor and will be formally incorporated into the contract at execution as seen below:

The hours of operation are:

Day of Week	Hours of Operations
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

ARTICLE XI: PARKING MANAGEMENT AND OPERATIONS

A. Quality of Service: In the performance of its service at the Airport, the Contractor will maintain a high standard of professionalism. In particular, the Contractor will comply strictly with the following conditions and requirements:

- i. Operate the Parking Facility in accordance with the highest standards and practices of the automobile parking trade;
- ii. Conduct all operations in an orderly and courteous manner, so as not to offend customers, patrons, employees and/or tenants at the Airport;
- iii. As necessary or required to meet specified duties below, provide and maintain sufficient staffing, materials, supplies, merchandise, and equipment to ensure a high standard of parking service; and,

B. Safeguarding of State Provided Equipment: The Contractor will safeguard all equipment furnished by the State and return it to the State in good working condition upon termination of this Agreement, reasonable use and wear excepted. If damage or destruction to equipment is caused by the Contractor’s negligence, and is not covered by insurance, the Contractor will bear all costs of repair or replacement. Such costs incurred by the Contractor are not reimbursable under this Agreement.

C. Continuous Operation: The Contractor will cooperate with the State to ensure continuous operation of all public parking entry/exit equipment. The Contractor will maintain personnel levels to ensure sufficient service to customers. The details of the personnel requirements will be as described in the Operations Manual.

D. Emergencies: In responding to an emergency situation, the Contractor will exercise the judgment of a prudent and professional parking facility Contractor, having in mind the best interest of the State and the public. Subsequent to the exercise of judgment in an emergency situation, the Contractor will notify the Airport Manager in writing within twenty-four (24) hours describing the emergency and action or actions taken. In the event of an elevated DHS threat level, the contractor is required either to have their own mitigation plan or abide by Kodiak’s ASP, 300 Foot Plan, SIT ASP Exhibit 23 & 24.

Subsequent to the notice, the Contractor will endeavor to work with the State to create Standard Operating Procedures (SOP) for future similar and/or other-like instances. The Airport may elect, in one or more instances, to specify procedures for particular types of emergency situations.

E. Tickets and Receipts and Payment: Each automobile entering the Parking Facilities will be issued a ticket and will be charged for parking space use except as directed by the State. Automobiles entitled to free parking will present a ticket duly signed by the Airport Manager or identified by other means the Airport Manager approves.

- i. A receipt must be offered to each customer for each transaction.
- ii. The Contractor may accept personal checks from customers for fees charged. The Contractor may limit the checks to those drawn on a local financial institution. The Contractor may apply other restrictions as it finds necessary.

iii. The Contractor will accept credit cards and other forms of electronic payments such as Apple Pay or Venmo to maximize revenue collection and convenience for the public or bill customers for fees due if it so desires.

i.

F. Governmental Monies: The Contractor must obtain written approval from the State prior to applying for any government monies related to the Kodiak Airport management operations of the Parking Facilities.

H. Health and Safety: The Contractor is responsible to report all health and safety issues to the State immediately.

I. Parking Lot Inspection and Monitoring: The Contractor shall submit a Parking Lot Inspection and Monitoring Plan to the State. If inspection and monitoring are sub-contracted by the Contractor to another entity, any security sub-contracts are subject to review and approval by the Airport Manager prior to any professional security guards performing any services at the Airport.

J. Parking Lot Patrols: The Contractor is responsible to report any known or suspected potential for vandalism and theft. At the Airport, the Contractor shall provide random patrols in all public parking they are responsible for on the Premises. At the Airport, if suspicious activity, criminal activity, an accident, or unsafe conditions are observed, the Contractor shall immediately contact the Alaska State Troopers or local Police department and Airport Manager, and adhere to instructions from them. Under no circumstance shall the Contractor or staff attempt to arrest, or detain individuals.

K. Professional Security Service: At the start of this Agreement, the State does not require the Contractor to hire a professional security service. The Alaska State Troopers (DPS) will serve as sufficient security until/unless otherwise directed by the State Project Manager.

L. Rental Car Parking Area: The State has the sole responsibility for collection of all fees, payments and other charges related to the rental car parking areas within the Kodiak Airport Premises, unless specifically allowed in writing by the State of Alaska.

M. Complaints, Questions, or Concerns: The State will forward to the Contractor for response any complaints, questions, or concerns regarding the Contractor's operations. The State reserves the right to address and resolve any problems arising out of the Contractor's operations.

ARTICLE XII: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. State Policy:** It is State of Alaska policy that Disadvantaged Business Enterprises (DBE) have the maximum opportunity to participate in the performance of Airport contracts.
- B. Contractor's Obligation:** This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 23, and to comply with such requirements the Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program, approved by the FAA, in accordance with 49 CFR Part 23. To comply with the ACDBE Program, Contractor agrees as follows:
- a. that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in the connection with the award or performance of any concession agreement, management Contractor, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23;
 - b. that it shall assist the Airport in reaching its overall DBE participation goal by subleasing, whenever possible, a portion of its concession locations to Small Business Enterprises, Woman Business Enterprises, and Certified DBE's; and;
 - c. that it shall include the following statements in any subleases or contracts covered by 49 CFR Part 23, that it enters into and shall cause those businesses to similarly include the statements in further agreements:
 - i. "This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23."
 - ii. "The concessionaire or Contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements."

ARTICLE XIII: BOOKS, RECORDS, ACCOUNTING AND AUDITING

- A. Maintenance of Books and Records:** The Contractor will keep full and accurate books and records which show all Gross Revenues and all costs of operation of the Parking Facilities at the Airport. All books and records will be kept in accordance with generally accepted accounting principles, acceptable to the State, and in accordance with the Operations Manual approved by the State. The Contractor's books and records must, in the determination of the State, enable the Contractor to accurately report, and the State to easily check, payments due the State under this Agreement.

As used in this Agreement, "books and records" include, without limitation, general ledgers, revenue journals, register tapes, cashier reports, ticket stock, daily or periodic summary reports, daily and monthly reports, computer terminal tapes, computer disks or other media (including, but not limited to, unedited computer generated printed material if access to the computer tapes or disks are unavailable), bank deposit slips, bank statements, credit/debit card service statements, tax reports to federal, State and local agencies (but not including State or federal income tax reports) and contractual agreements with third parties (including subcontractors and joint venture partners at the Airport that contract for services with the Contractor). The State, or its designee(s), shall have access to the above referenced records at all reasonable times regardless of the media in which the information is stored.

The Contractor will keep and maintain records in a separate set of books devoted exclusively to the Contractor's operations at the Airport. Such books, ledgers, journals, accounts, and records will contain all entries reflecting the Contractor's business transacted under this Agreement. All such books, ledgers, journals, accounts and records, will be and remain, the property of the State and are subject to public review.

The State is the owner of all completed or used parking tickets, tapes, and other records used in the operation of the traffic and revenue control devices. The tickets, tapes, and records will be delivered to the State upon the State's request to the Contractor in writing. The Contractor will keep tickets, tapes, and records in Kodiak, Alaska and make them available for the State's examination, audit, and copying at any reasonable time. The Contractor will keep parking-related source documents, including but not limited to, used/voided parking tickets, cash register tapes, cashier and daily reports, deposit slips, and automobile inventories at an Airport location, as determined by the State.

The Contractor will submit all records and reports required by this Article in terms of United States of America (USA) currency.

- B. Annual Budgets:** The Contractor will prepare a detailed annual budget, broken out by month, covering the anticipated Parking Facilities operating expenses for the period of (Month, Day, Year) through (Month, Day, Year) for the first year, and each succeeding April 1 through March 31.
- a. The budget for the second full year shall be developed cooperatively by the parties and must be submitted in its final form, to the State no later than August 31 of each year.

The Contractor may request a CPI based price adjustment in the annual budget, starting year three, March 2026. The increase must be identified and justified in the annual budget for review and approval by the State.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The base period for this Agreement shall be (Month) to (Month, Year).

The percentage difference between the base period as described above and the comparison period will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

- b. The annual budget for year three and each succeeding year must be submitted to the State for review and approval, no later than April 15 of the previous year. The budget for year three starting April 1, 2026 through March 31, 2027 is due no later than April 15, 2025.
- c. The annual budget, broken out by month, will include all expenses the Contractor anticipates in the normal operation of the Parking Facilities, and will be based on staffing levels approved by the State. The Contractor will submit a staffing plan for State approval with each annual budget.
- d. The annual budget will include, but is not limited to, the following elements: amortized costs of procuring and installing a PARCS system to include ongoing maintenance, cashiering, management, security, utilities, supplies, routine maintenance, structural maintenance, snow removal, and all other expenses. The State may add or remove particular elements in its discretion, or as mutually agreed.
- e. The annual budget will exclude the following items that the Contractor will provide at its own expense:
 - i. All licenses, permits, fees, and business taxes necessary to conduct business.
 - ii. Headquarters (Contractor home office) costs and expenses of legal, administrative, bookkeeping, executive personnel and company officials.
 - iii. The cost of insurance (excluding Worker's Compensation) and bond coverage required by this Agreement, including insurance deductibles.
 - iv. Cost of repairs for damages caused by negligence or omissions of the Contractor.
 - v. Travel accommodations and professional membership for the Contractor.
 - vi. Funds needed for a cashier's change bank.
 - vii. Charitable or political contributions.
 - viii. Amounts due to the State because of cashier shortages, lost, stolen or unaccounted-for funds.
 - ix. NSF checks and/or IOU amounts resulting from failure to use proper procedures.
 - x. Any liquidated damages allowed to the State under this Agreement.
- f. The Contractor will include in the Annual Budget an amount sufficient to cover impound and disposal charges for each year of the Agreement Term.

C. Reports:

- a) **Daily Activity Report:** On the 1st business day following the day of deposit, the Contractor must submit to the State a reconciliation of gross receipts report. Required information and format will be approved by the State.
- b) **Monthly Certified Activity Report:** The Contractor will submit a monthly certified-activity report of all Gross Revenues collected during the preceding calendar month by the 20th of each month. Each report must reflect the total revenue generated by the Parking Facilities by rate class, ticket count and payment type, as well as specifying revenue generated by each pay-for-parking location (e.g., for example, but not limited to, short-term parking area, long-term parking area). This report will include a summary of operating expenses for the Parking Facilities and an invoice for the amount to be reimbursed. The summary report will be accompanied by evidence of disbursements, as well as invoices including receipts for petty cash. The certified activity report must also reflect any free parking validations or discounted parking rates from the preceding month.
- c) **Monthly Parking Activity Report:** A summary of parking activities for the preceding month. The parking activity report will include monthly validations and total amount, lost tickets and total amount, and number of automobiles exiting each lot by the following categories: free, hourly, daily, other, and total.
- d) **Monthly Budget Report:** The Contractor will prepare and submit monthly budgets to the State no later than the twentieth (20th) day of each calendar month for the upcoming month. The budget will compare actual costs to estimated costs by month, and on a year to date basis.

The same categories of personnel, operating and amortized costs used in the annual budget will be itemized in the monthly budget. Any item not approved in writing by the State will be disallowed and must be paid by the Contractor.

- e) **Annually:** Within sixty (60) days after the end of each fiscal year, the Contractor will submit an annual report reflecting all of the Contractor's business in connection with the operation of the Parking Facilities. The format of the annual report is subject to the State's approval.

All budgets, invoices, activity reports, etc., will be delivered or mailed to:

State of Alaska

Division of Statewide Aviation

PO Box 196900

Anchorage, Alaska 99519-6900

Email Address: britton.goldberg@alaska.gov

- f) **Additional Information:** In addition to the reports and records specifically required by this Article, the Contractor will supply to the State any other financial or statistical reports that the State may require during the time this Agreement is in effect or during applicable extension periods.
- g) **Audit:** The Contractor's books and records must enable the Contractor to accurately report, and the State to easily verify revenues earned and/or expenses incurred. All books, ledgers, journals, accounts, and records will be open for examination, audit, and copying upon request by the State, during normal business hours.

Unless specifically authorized by the State, the Contractor will keep all such revenue and expense books, records, and supporting data at the Kodiak Airport. If the Contractor has written approval from the State to keep certain records at a location outside the State of Alaska, the State will have the option of either having the necessary books and records transported to a State designated location for examination, audit, or copying, or have the audit performed at a location where the Contractor maintains the records.

If the Contractor's place of business and record keeping is outside of Alaska, and if the State elects to perform the examination or audit at a location outside Alaska, the Contractor will pay the State for audit costs incurred. The audit costs will include round-trip air and ground transportation from the auditor's duty station to the location at which the books and records are maintained, as well as per diem at the current out-of-State rate for each day of travel and on-site audit work. Audit costs do not include the salary and benefit costs of the auditors.

After the audit, the State will bill the Contractor for the costs incurred; the billing will be supported by a copy of the travel authorization document currently in use by the State. The Contractor will pay these costs within 30 days of the State's billing date.

The State will appropriately credit the Contractor's account if an audit discloses that the Contractor has overpaid for the audit period.

The Contractor will pay, within 30 days of the billing date, any underpayment disclosed by the audit plus:

- i. interest at the rate provided in AS 45.45.010 from the date payment was required to be made for the relevant activity had it been accurately and timely reported;
- ii. any actual costs and attorney fees that the State incurs to collect the underpayment; and
- iii. if the underpayment is more than \$5,000 in any fiscal year, all audit costs that the State incurs, including salary and benefit costs of the auditor;
- iv. The Contractor will annually furnish the State with a special purpose financial statement, certified as true and correct and signed by an independent certified accountant or the Contractor's chief financial officer; the financial statement must
 - i. Reflect the Contractor's gross sales, parking customer volumes, or other information required under this Agreement, as applicable, during the year and for which certified activity reports are required under this Agreement; and
 - ii. Certify whether the Contractor is maintaining accounting records in accordance with this Agreement;

The Contractor will furnish other financial or statistical reports as the State may reasonably require regarding any business of the Contractor for which this Agreement requires certified activity reports.

The State will not provide a storage area on or off the Premises, to store tickets and other on-site records. The costs incurred by the Contractor for having these records and/or related materials transported from outside Alaska to the respective Airport for auditing purposes will not be reimbursed to the Contractor.

- h) Operational Analysis:** The State or its authorized representative may undertake an analysis for purposes of ensuring maximization of income and minimization of theft, fraud and financial evasion. The goals of such an operational analysis are to identify revenue leaks, evaluate the effectiveness of existing revenue control procedures, assess audit coverage to determine risk exposure, and evaluate operations in general to include rates/expenses, fee collection practices, cashiering, parking equipment, hours of operation, staff levels, and internal controls.
- i) Preservation of Records:** The Contractor will preserve all books and records for a minimum of three years, or until the State earlier releases the Contractor of preserving said books and records. However, if the State objects to any report or statement, the Contractor will preserve all books and records until the objection is resolved.

ARTICLE XIV: ALTERATION OF PREMISES

A. Alterations by State:

- a. The State reserves the right to construct additional parking areas/structures to accommodate parking requirements at the Airport. The State has the right to reconfigure public parking areas to be managed and operated by the Contractor. Such rights may be exercised by the State at any time during the term of this Agreement and upon written notice by the State to the Contractor.
- b. The State, by its designated staff representatives and/or Contractors, has the right of access to the Parking Facilities for the purpose of revising parking spaces, rearranging entrances/exits temporarily or permanently, and making any such improvements/repairs to the Parking Facilities, including service roads or other facilities and Airport facilities necessary for the operation and maintenance of the passenger terminal area or the operation of the public pay-for-parking areas.

- B. Alterations by Contractor:** The Contractor will not make improvements or alterations to the Premises without the prior written approval of the State. The State may require the Contractor to submit plans and specifications for the State’s review and approval prior to any improvements or alterations being started.

ARTICLE XV: STATE'S DUTIES

- A. The State will do the following: Per Article VIII (Parking Facilities Management & Operations Costs), the State will reimburse the Contractor for all reimbursable expenses previously authorized and incurred and paid in the operation of the Parking Facilities for the preceding month. The State will reimburse the Contractor for these expenses on or before the 30th day after the State receives the Monthly Certified Activity Report.
- B. The State will reimburse the Contractor for any pre-approved and necessary entrance and exit gate equipment, ticket dispensers, gates, automobile detection and counting equipment, cash registers, and indicators in all parking lots, hand-held units, computers, software and printers necessary for the parking operation's revenue control system and automobile audits. The maintenance for the items listed in this paragraph will be borne by the State unless the maintenance is due to negligence or inactivity by the Contractor.
- C. The State will reimburse the Contractor for the pre-approved costs of procuring and installing a PARCS and the pre-approved costs related to the Contractor installing a Parking Office on the Premises.
- D. The State will provide and maintain in good order and condition all lighting fixtures and furnish electricity for lighting of parking lots.
- E. The State will maintain the parking lot surfaces (except painting and striping) including crack sealing and patching of asphalt and concrete, perimeter fencing, chains and bollards, landscaping, and other fixed facilities necessary to the parking operations.
- F. The State will maintain the surface area pedestrian walkways and curbs within the Premises and bordering the perimeter of the Premises.
- G. The State will provide and maintain the drainage areas.
- H. The State will provide and repair the signage in the parking areas, including signage relating to the pricing.
- I. The State will remove piles of snow, slush and ice from the Premises that the Contractor removes to a location previously coordinated with the Airport Manager for pick-up.
- K. The State will approve all parking ticket templates and/or forms for the Parking Facilities to be used by the Contractor.

ARTICLE XVI: DUTIES OF CONTRACTOR

The Contractor will do the following:

A. Parking Facilities Equipment:

The Contractor will provide, as necessary and approved by the State, any entrance and exit gate equipment, ticket dispensers, gates, automobile detection and counting equipment, cash registers, and indicators in all parking lots, hand-held units, computers, software and printers necessary for the parking operation's revenue control system and automobile audits and maintain said items. Cost of purchase and maintenance for these items will be borne by the State unless the maintenance is due to negligence by the Contractor.

B. Use of Parking and Revenue Control System (PARCS):

i. The State requests the Contractor use a PARCS system during the term of this Agreement and the Contractor will be responsible for purchasing the system for the Airport. Payment for this system may be amortized, with scheduled monthly payments through the duration of the Agreement Term as agreed upon by the Contractor and the State. The Contractor shall be reimbursed for the monthly payments in accordance with Article VIII (Parking Facilities Management & Operations Costs).

The Contractor will purchase, install and implement a revenue control system for assessing and collecting parking fees on and for the Parking Facilities, as approved in advance and as determined by the State. In addition, the Contractor will provide necessary hand-held units, computers, software, and printers' necessary for the revenue control system and automobile audits.

ii. The Contractor at the Airport shall purchase related communications systems which have been agreed to by the State. If there is a breakdown or other emergency, the Contractor will notify the State Project Manager and the Airport Manager immediately, and will have the breakdown or emergency condition corrected as quickly as reasonably possible.

C. Kodiak Airport Daily Inventory:

The Contractor will physically inventory all automobiles in the Kodiak Airport public Parking Facility each day beginning at or before 9:00 AM. The State may assess and, if assessed, the Contractor will pay a penalty of one hundred dollars (\$100) per day for each day such inventories are incomplete or not taken, unless the inventory requirement is waived in advance by the State. Any waiver will not be construed as a waiver of any subsequent incomplete inventory or failure to inventory. The inventory will be by State, license number, and location of the automobile, and will be used for processing lost ticket transactions, assist in locating lost automobiles and establishing the day's "beginning inventory count."

D. Property Maintenance & Repair:

i. The Contractor will develop, install, monitor the condition of, and maintain, the necessary cashier booths, entrance and exit gate equipment, ticket spitters, cash registers, signs (illuminated or otherwise), office equipment, and any other equipment determined by the State. If electrical maintenance or repairs to the above equipment are required, they may be performed by the Contractor with assistance from the State as needed, and if State staff are available to assist.

- ii. The Contractor will maintain the Premises in a clean, safe and sanitary manner. The Premises will be free from any accumulation of rubbish, litter, debris and/or garbage. Rubbish will be disposed of by placing it in approved collection containers. The Contractor will have use of the existing trash receptacles and will provide a sufficient quantity of additional replacement trash receptacles for the Parking Facilities managed under this Agreement. The Airport Manager will assist the Contractor in disposal of all trash. The Contractor will remove and dispose of grease, oil drippings, stains, spills, and other foreign deposits.
- iii. The Contractor shall immediately report to the State any structural damages found within the assigned Premises. The Contractor will immediately inspect and inform the State in writing of any needed maintenance or repairs required on the Parking Facilities for which the State is responsible.
- iv. The Contractor will install all fixtures and/or construct all Parking Facilities improvements, including necessary utility connections, with the approval of the State and according to and in compliance with an approved Airport Building Permit(s).
- v. The Contractor will replace any burned out light bulbs in the Parking Facilities below ten (10) feet. The State will replace all light bulbs that are above ten (10) feet. The Contractor will notify the State of any damaged light poles, fixtures and burned out ballasts in the assigned areas. The disposal of light bulbs will be coordinated with the Airport Manager.
- vi. The Contractor is responsible for reporting to the Airport Manager the need for maintenance, repair, or replacement of light bulbs, ballasts, fixtures and lamps located on the Premises. Electrical systems therein are the State's responsibility.
- vii. The Contractor shall be responsible for maintaining the parking lot striping, including ADA-compliant striping as necessary (which shall be given priority), on an as-needed, or annual basis. All costs related to materials for lot striping shall be borne by the State.
- viii. The Contractor is responsible for sweeping between and around parked cars.
- ix. The Contractor is responsible for providing snow removal for the Parking Facilities and Parking Office located on the Parking premises. Snow that is piled by the Contractor may be moved into a location where it will be removed by the State. The Contractor is responsible for coordinating with the Airport Manager for such snow removal assistance.
- x. The Contractor shall provide and pay for a telephone system for the Parking Office and other communication systems necessary to perform the obligations of this Agreement. The communication systems shall include any connections required to perform the tasks identified in this Agreement, such as credit/debit card processing, operation of the revenue control system and other computer services used by the Contractor. The Contractor shall pay all associated billing in a timely manner to ensure no disruption in service. The State will reimburse the Contractor for all such payments in association/accordance with the Agreement.
- xi. The Contractor is responsible for maintaining the exterior surface coatings and paint for the Parking Office located on the Parking premises. As needed, but not less than every two years, the Contractor will paint the exterior of the Parking Office located on the Parking premises. Paint color to be approved in advance by the State Project Manager.

E. Automobile Impoundment, Towing and Booting:

- i. Initiate the appropriate action, as described in the Operations Manual, leading to the towing, booting, or impoundment of an automobile. The Operations Manual must, at a minimum, address proposed actions if the automobile exceeds the maximum length of stay, leaks fluids and/or other hazmat, or is in any condition deemed unsafe (i.e. broken windows, etc.).
- ii. Contractor will coordinate any responsible actions (e.g. spill cleanup, towing of vehicle, etc.) to be taken in conjunction with the towing, booting, or impoundment of the vehicle with the Kodiak Airport Manager. The Kodiak Airport will provide the space to impound vehicles (space may be limited at times).
- iii. Follow all applicable statutes, laws, and ordinances regarding the towing, impoundment or booting of automobiles. The Contractor will be fair, reasonable, and nondiscriminatory when dealing with the impoundment, towing and booting of automobiles and assessment of associated charges.
- iv. All such procedures and fees must be outlined in the Operations Manual and are subject to the review of the Division of Statewide Aviation and the Airport Manager to highlight operational or procedural differences, if any, in the methods or charges applied or used.
- v. The Contractor is authorized to collect parking charges at the current parking rate for the entire period the vehicle is in the Parking Facilities. The Contractor will be held liable for its negligence, if any, in regard to the impoundment or booting of vehicles.
- vi. The Contractor will timely advise the Airport Manager of all vehicles that have exceeded the applicable maximum stay time period and appear to be abandoned.

F. Operations Manual:

- i. Within 60 days of contract execution, the Contractor will submit to the State for approval, an Operations Manual regarding the revenue control system and the day-to-day operations. The Operations Manual must be specific to the Kodiak Airport procedures.
- ii. The State has the right to select, approve, reject, or modify any Operations Manual as it sees fit throughout the term of this agreement. It is intended to be a dynamic document, reviewed and revised regularly to reflect changing situations. The Contractor will operate the Parking Facilities according to this agreement and the Operations Manual approved by the State.
- iii. The Airport Manager will be the sole judge of the Contractor's compliance with any Operations Manual used. If there are any inconsistencies between the Operations Manual and this agreement, the provisions of this agreement govern.

ARTICLE XVII: CONTRACTOR PERSONNEL

The Contractor will employ and provide competent and sufficient personnel to maintain the quality of service required by this Agreement. The respective Airport Manager and/or Airport Operations Manager or designees have the sole authority to determine whether sufficient personnel are provided.

Number and categories of personnel employed by the Contractor will be subject to approval of the State.

Specific employee requirements and general personnel rules are discussed below.

- A. General Manager or On Site Person in Charge:** The Contractor shall at all times during the Agreement Term retain a qualified, competent and experienced full-time General Manager or On Site Person in Charge (or “GM”) at the Airport to manage its parking operations.

While the Contractor’s General Manager for the Airport Agreement is not required to maintain an office on site, the General Manager shall have a regular presence at the airport during regular business hours excluding holidays, vacations and sickness. The General Manager for the Airport would preferably reside in Kodiak, but must reside on the road system of Kodiak Island.

The Contractor shall provide the State with written notice within 10 days of the effective date indicating the name, business, home, pager and cellular telephone numbers, and business address for its General Manager. The GM will have no other duties beyond management of the Parking Facilities. A qualified shift-supervisor will be in charge and available on the Premises during the General Manager’s absence(s).

- a. The State considers the General Manager position to be a vital component for successful implementation of this Agreement; the highest level of stability is expected in this position. The State desires that the General Manager designated in the Contractor’s proposal shall be the GM for a minimum of one year from the Effective Date of the Agreement. In addition, the State reserves the right to require that any new General Manager be interviewed by the respective Airport Manager.
- b. If the State is not satisfied with the selected manager's performance or a replacement manager's performance, the State shall notify the Contractor in writing. Within twenty days of receipt of any such notice, the Contractor shall respond in writing, detailing the corrective action taken to resolve the State's concerns. Afterwards, if the State is still not satisfied, the State shall have the right to notify the Contractor in writing, requiring that the manager (or a replacement manager) be removed from performance under this Agreement to the extent allowed by law. The Contractor shall comply by securing the services of a replacement manager, approved in writing and in advance, by the State. In no event shall more than sixty days elapse from the time the Contractor receives notice from the States demand to remove and the time a new manager is performing under this Agreement.
- c. If during the Agreement Term, the Contractor desires to change a manager, it may do so only after notice to and with prior written approval by the State. The notice shall include all point of contact information for that manager and the effective date of the appointment.

- B. Surveillance Personnel:** If requested by the State Project Manager, the Contractor will supply unarmed surveillance personnel. Surveillance personnel will provide Parking lot surveillance during such hours and on such days as the Airport Manager approves, to serve as a deterrent to automobile theft, vandalism, and other mischief. Activities of surveillance personnel are subject to the direction of the Airport Manager through the Contractor's General Manager. Observed theft, vandalism, and other

mischief will be immediately reported to the Kodiak Police Department and the State. Insurance costs related to surveillance personnel only will be reimbursed by the State. **Note:** With prior approval from the State, the Contractor may contract surveillance personnel to a licensed and bonded guard company.

- A. Administrative Personnel:** The Contractor will provide sufficient office and accounting personnel to insure the proper and efficient conduct of the business.
- B. Operating Personnel:** In consultation with, and as approved by, the State, the Contractor will provide adequate personnel to operate the Parking Facilities and to adequately serve the needs of the public using the Parking Facilities.
- C. Demeanor and Appearance:** The Contractor will control the conduct, demeanor, and appearance of its employees, agents, and representatives training them to render courteous and efficient services to all parking patrons at the Airport. It is the Contractors responsibility to maintain close supervision over such employees to ensure the highest standard of service.
- D. Attire:** The Contractor will require its employees to be dressed in neat and clean apparel when on duty at the Airport. The State may also require the Contractor to require all on-duty employees to wear identification badges approved by the Airport Manager.
- E. Background Investigations:** The Contractor will not knowingly employ any person who has been convicted of theft or otherwise misappropriating funds. The Contractor will require background investigations on any potential employee and will be reimbursed for Airport employees. Results of the investigations will be kept in the employee's personnel file and available to the State Project Manager upon request.
- F. Employee Pay Rates:** The Contractor will pay its employees at a level not less than the general prevailing rate of wages in Kodiak, Alaska. The Contractor will ensure that its employees have hours and working conditions similar to like work performed in Kodiak, Alaska.
- G. Diverting Business:** The Contractor will not knowingly divert or cause to be diverted any business from the Parking Facilities. The State reserves the right to require the Contractor to remove employees from service who have been determined to have displayed inappropriate behavior that justifies the dismissal/removal.
- H. Usage of Vehicles parked in Lots:** The Contractor shall not give employees approval or permission to drive any automobile which has been placed on the parking premises by a parking patron, unless permission has been given by the owner of the automobile, including via a vehicle register filled out by the patron and lodged with the Terminal, the State or the Contractor.
- I. Food and Trash:** The Contractor shall ensure that employees dispose of any food and trash in the proper receptacle and refrain from feeding wildlife on or near airport property.
- J. Prohibited Residence:** The Contractor shall ensure that employees are not residing in or living on Airport Property or on the premises if a Parking Office is constructed or placed on the Premises.

ARTICLE XVIII: INDEMNIFICATION AND INSURANCE

A. Indemnification:

- a. Contractor shall defend, hold harmless, and indemnify the State and its agents and employees against any and all losses or obligations that arise from Contractor's operations or activities on the Airport (or elsewhere, if such operations or activities are undertaken in Contractor's performance of services under this Agreement). This obligation extends to fines levied against the State by the Transportation Security Administration or the Federal Aviation Administration because of the Contractor's conduct.
- b. Contractor shall give the State prompt notice of any suit, claim, action, or other matter affecting the State to which any portion of this Section may apply, together with a copy of any letter by an attorney on behalf of a complainant, any complaint filed in court, or any notice or complaint by any regulatory agency. In the event Contractor undertakes legal action to defend, hold harmless, and indemnify the State and its agents and employees in accordance with Paragraph 1 above, Contractor shall secure counsel acceptable to the State and to Contractor's insurance and the Alaska Department of Law to carry out Contractor's defense, indemnity, and hold harmless obligations. The State shall have the right, at its option and own cost to secure additional counsel to participate

in the Contractor's defense of the State, including in settlement negotiations. However such participation shall not relieve Contractor of any of its defense, hold harmless, and indemnity obligations. Contractor's defense, hold harmless, and indemnity, obligations are in addition to, and not limited by, Contractor's obligation to provide insurance, described below. Moreover Contractor's defense, hold harmless, and indemnity, obligations shall survive the expiration or termination of this Agreement to the extent that claims for loss or obligation are asserted subsequent to the Agreement's expiration or termination.

B. Insurance and Fidelity Bonds: The following insurance and bond coverage will be provided solely by the Contractor; the State will not reimburse the Contractor for any expenses connected with the required insurance coverage. Any and all insurance and fidelity bonds will be with a company or companies which have and maintain a "A" Plus or better insurance industry rating.

a. Commercial General Liability Insurance:

- i. Throughout the Agreement Term, the Contractor must maintain an insurance policy or policies affording liability insurance covering all operations, including, but not limited to, products and properties, personal and bodily injury, and automobiles.
- ii. The Contractor will provide the State with proof of insurance coverage in the form of an insurance policy or a certificate of insurance coverage, together with proof that the premiums have been paid. All insurance of the Contractor must:
 - a. name the State as an additional assured; and
 - b. ensure that the State be notified at least thirty (30) days prior to any termination, cancellation, or material change in the insurance coverage.
- iii. The policy or policies will cover liability for loss of or damages for bodily injury, personal injury, death, or property damage for a single limit of not less than one million dollars (\$1,000,000.00) applying to bodily injuries, personal injuries, and property damage, or a combination of said injuries and damages in any one occurrence.
- iv. Contractor agrees that the aforementioned minimum coverage and the insurance requirements may be increased or revised upon the written demand of the State. Any increase or revision will be based on reasonable and justifiable grounds.
- v. The certified original or duplicate copy of the policy or policies will be delivered to the State before the Contractor begins operations on the Premises. On any renewal anniversary of said policy or policies, the State will accept certificates of insurance from the original issuing company or companies to the effect that the policy or policies have been renewed without change.

b. Fidelity Bonds: Contractor will obtain and maintain throughout the Agreement Term fidelity bonds covering all of Contractor's employees and agents, in sufficient amounts as to adequately protect the Contractor and the State, but in an amount not less than twenty-five thousand dollars (\$25,000.00) per employee. Such bonds will, in addition to the Contractor, name the State as co-principal. A duplicate of the original policy or policies of such insurance will be delivered to the State upon commencement of operations of the Parking Facilities and will contain thirty (30) days

prior written notice to the State of cancellation or material change. This policy shall be for Agreement 2524H012.

c. Surety Bond:

Contractor will obtain and maintain throughout the term of the contract, a Surety Bond to ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this RFP due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual Surety will be declared as liquidated damages and become due and payable to the State. By signature on this RFP, the proposer acknowledges this condition and voluntarily relinquishes any and all claims to the entire surety. The Surety shall be submitted under the name appearing on the proposer's current Alaska business license. The Surety made payable to the State of Alaska in the amount of the total contract value.

- C. Commercial Automobile Liability Insurance:** covering all vehicles used (owned, hired, or non-owned) by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- D. Worker's Compensation Insurance:** The Contractor must, throughout the Agreement Term, provide and maintain Worker's Compensation Insurance in the amounts and form required by the Workmen's Compensation Act and insurance laws of the State of Alaska. A certified duplicate of the original policy or policies of such insurance will be delivered to the State upon commencement of operations of the Parking Facilities and will contain thirty (30) days prior written notice to the State of cancellation of material change, and will include a waiver of subrogation by which the insurer waives all rights of subrogation against the State for payments made under the policy.

ARTICLE XIX: TERMINATION

A. Termination:

- a. The State has the right to cancel this Agreement in its entirety and recover possession of the Premises, upon written notice to the Contractor, if any of the following events occur:
 - i. The occurrence of any act or omission on the part of Contractor which deprives it of the rights, powers, licenses, permits and authorizations necessary for the lawful and proper conduct and operation of the services and activities authorized under this Agreement;
 - ii. The filing by or against the Contractor or any petition in bankruptcy, either voluntary or involuntary, or the making by the Contractor of any assignment for the benefit of creditors, either of which actions will terminate this Agreement and bar the passing theretofore of any benefits to creditors, assignees, or transferees of the Contractor; provided, however, that the Contractor will have sixty (60) days to dismiss any petition filed against it;
 - iii. The abandonment, discontinuance or assignment by the Contractor, without written consent of the State, of any or all of the operations and services permitted or required by this Agreement, except as provided in this Agreement;
 - iv. Failure of the Contractor to account for and pay to the State any of the gross revenues the Contractor owes to the State;
 - v. Failure of the Contractor to pay any shortage when required by the State to do so;
 - vi. Failure of the Contractor to comply with the State approved Operations Manual or to perform any obligation of this Agreement;
 - vii. Deterioration of services for a period, which in the determination of the State, materially and adversely affects the operation of the public service required to be performed by Contractor under this Agreement; provided, however, that the State will notify the Contractor in writing of the services or operations requiring remedy and give ten (10) days in which to correct the problem.
- b. Upon termination by the State, all rights, powers, privileges and authority granted to the Contractor under this Agreement will cease immediately and the Contractor agrees to vacate the Premises used or occupied by it in connection with its operation under this Agreement.
- c. The exercise by the State of the remedies and rights provided in this Agreement will not be exclusive but will be cumulative and will not affect any other right or remedy available to the State.

- B. State's Right of Re-entry:** As an additional remedy, upon giving written notice of cancellation or termination, the State has the right to re-enter any part of the Premises on the effective date of cancellation or termination without further notice of any kind, remove all persons, and regain and resume possession either with or without the institution of summary or legal proceedings or otherwise. Any re-entry or regaining or resumption of possession, however, will not in any manner, affect, alter, or diminish any of the obligations of the Contractor under this Agreement.

C. Termination by Contractor:

- a. Contractor may terminate this Agreement and all of its obligations under this Agreement at any time if one of the following events occurs, provided that only the entire Agreement may be terminated:
 - i. The refusal of any governmental agency having jurisdiction over the flight operations at the Airport, to grant or permit all carriers operating from the Airport the right to regularly operate into and from the Airport, for a period exceeding ninety (90) days because of the condition, maintenance, or inadequacy of the Airport; or
 - ii. The breach by the State of, or its failure to perform, any of the covenants or agreements contained in this Agreement, and the failure of the State to begin to remedy the breach for a period of thirty (30) days after receipt from the Contractor of a written notice of the breach.

D. Vacation of Premises by Contractor: The Contractor will yield and peaceably deliver possession of the Premises to the State on the date of the cessation of this Agreement, whether the cessation be by termination, expiration, or otherwise. The Premises will be delivered promptly and in a condition similar to that which existed at the commencement of the term of this Agreement except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Agreement and any damage resulting from causes over which that the Contractor has no control. In addition, upon vacating the premise, the Contractor shall turn over any, and all, codes, passwords, etc., that are required to use the equipment.

E. Transition at Termination, Cancellation, or Expiration:

- a. The State and the Contractor mutually agree that on the termination, cancellation, or expiration of this Agreement, the State has the right to award any subsequent Agreement to the most favorable bidder by any legal means available to the State.
- b. The Contractor agrees that it is not practical or possible to predict exactly what the transition schedule or procedures should be to best serve the needs of the traveling public and the State when this Agreement terminates, is cancelled, or expires; and agrees that the State has the right to determine what the transition schedule and procedures will be so the needs of the traveling public are best served.
- c. The Contractor agrees to diligently support and execute the transition plan as determined by the State; and to wholeheartedly cooperate with the State and the succeeding Contractor in carrying out the transition plan. Within the timeline in the plan.

ARTICLE XX: ASSIGNMENT OR SUB-CONTRACT

- A. The Contractor will not mortgage, hypothecate, or otherwise encumber or assign the rights granted under this Agreement, nor will the Contractor subcontract, in whole or in part, without the prior written consent of the State. Any attempted assignment, mortgage, hypothecation, subcontract, or encumbrance of the rights, or other violations of the provisions of this Article, will be null and void and confer no right, title, or interest in or to this Agreement nor right of occupancy of the whole or any part of the Premises upon such assignee, mortgagee, encumbrancer, pledgee, or other lienholder, subcontractor, successor, or purchaser.
- B. Any proposed assignment or subcontract must be submitted to the State for review under the provisions of 17 AAC 45. All covenants and provisions in this Agreement extend to and bind the legal representatives, successors, and assigns of the parties.
- C. The State will not unreasonably withhold its consent to an assignment of this contract by the Contractor to a corporation resulting from a merger or consolidation with or reorganization of the Contractor, to a corporation purchasing all or substantially all of the assets of the Contractor, or to any corporation which controls or is controlled by or is under common control with Contractor.

Note: For purposes of this subsection, "control" of any corporation will be deemed to be vested in the person or persons owning more than fifty percent (50%) of the voting power for the election of the board of directors of the corporation.

- D. Protests of assignment or subcontractor request denials under 17 AAC 45 can be filed and pursued solely by Contractor, and not by a disappointed assignee or proposed subcontractor.

ARTICLE XXI: OPERATION TAKEOVER

The Contractor acknowledges that the needs of the traveling public using the Airport are best served by an efficient transition to the Contractor. To accomplish an efficient transition, the Contractor will do the following:

- A. Transition Plan:** Throughout the transition period starting at contract award the Contractor will meet with the State Project Manager to ensure a smooth transition to paid parking at the Airport. The Contractor will submit a written transition plan to the State by (Month, Day, Year) that details the steps planned to ensure a smooth transition on (Month, Day, Year). The plan must permit the Contractor to begin substantial operation on the Premises by (Month, Day, Year). Once the State approves the plan, the Contractor will diligently execute the transition plan and cooperate with the State to carry out the plan.

- B. Dispute Resolution:** Disputes, if any, relating to the transition plan must be submitted to the Airport Manager. If the Contractor disagrees with the decision, appeal may be made to the Commissioner of the Alaska Department of Transportation and Public Facilities within 10 work days of the decision. The Contractor will abide by the Commissioner's decision without the right to a further court or administrative appeal.

ARTICLE XXII: COMMUNICATIONS PROTOCOL

The Contractor will direct communications under this Agreement to the following depending on the issue:

State of Alaska Points of Contact

Day to Day Operational Issued	Contractual Issues
1500 Anton Larson Road, Kodiak, AK 99615	3132 Channel Drive, Suite 350, Juneau AK 99811
Clark Yatsik, Rural Airport Foreman	Chris Hunt, Procurement Specialist
907-487-4952	907-465-8448
clark.yatsik@alaska.gov	Chris.hunt@alaska.gov

Contractor Point of Contact

Day to Day Operational Issued	Contractual Issues

ARTICLE XXIII: LAWS AND TAXES

- A. This Agreement is issued subject to all applicable requirements of State statutes and regulations in effect during the term of this Agreement, including the Rural Airport regulations at 17 AAC 45. Each reference in this Agreement to a statute or regulation shall be deemed to refer to the form of the respective statute or regulation, as amended, that is most current or to any successor statute or regulation applicable to the subject matter at any applicable time.
- B. The Contractor shall comply with applicable requirements imposed on the State by federal laws to ensure that eligibility for federal money or for participation in a federal aviation program by the Airport is not jeopardized, and with all applicable orders issued by the State. Compliance with the Airport Sponsors Grant Assurances is an explicit requirement of this Agreement. Failure to take corrective action in response to any formal or informal findings of noncompliance by the Federal Aviation Administration is a material breach of this Agreement.
- C. At no additional cost to the State, the Contractor shall conduct all operations and activities or business authorized under this Agreement in compliance with all federal, State, and local laws, ordinances, rules, and regulations now or hereafter in force that apply to the operations and activities or business authorized in this Agreement or to the use, care, operation, maintenance, and protection of the State, including matters of health, safety, sanitation, and pollution. The Contractor shall obtain all necessary licenses and permits.
- D. Nothing in this Agreement shall prevent the Contractor from challenging any property or ad valorem taxes or special assessments to the appropriate authority under applicable procedures.
- E. In any dispute between the parties, the laws of the State of Alaska will govern. Disputes related to Airport Manager decisions on topics such as the conduct, interpretation or administration of this Agreement must be presented to the Division of Statewide Aviation under the provisions of 17 AAC 45.910 (Protest). If a dispute continues after exhaustion of administrative remedies, any lawsuit must be brought in the courts of the State of Alaska.
- F. During the term of this Agreement, at the State's request, the Contractor will cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit to the extent that such claim, demand, or lawsuit affects the Airport, or the Premises.

ARTICLE XXIV: GENERAL COVENANTS

- A. Affirmative Action:** The Contractor will undertake any affirmative action program required by 14 CFR, Part 152 Subpart E to ensure that the Contractor will not exclude any person from participating in any employment activity covered by 14 CFR, Part 152 Subpart E on the grounds of race, creed, color, national origin, or sex, or from participation in or the receipt of the service or benefit of any program or activity covered by the subpart. The Contractor will require its covered sub-organizations to provide assurances to the State that they will also undertake affirmative action programs and require assurances from their sub-organizations, as required by 14 CFR, Part 152 Subpart E.
- B. Captions:** The captions of the Articles and sections of this Agreement are for convenience only and do not necessarily define, limit, describe, or construe the contents of any Article or section. The use of the singular or plural form of words is intended to include the singular and plural, as appropriate.
- C. Condemnation:** If the Premises are condemned by any proper authority, the term of this Agreement will end on the date the Contractor is required to surrender possession of the Premises. The State is entitled to all the condemnation proceeds.
- D. Conflicts:** If there is a conflict between the Contractor and any other tenant, lessee, or Contractor at the Airport as to services to be provided by respective tenants, concessionaires, or lessees, the State will decide which services may be provided by each tenant, concessionaire, or lessee. The Contractor agrees to be bound by the decision of the State. subject to any rights the Contractor may have to seek judicial relief.
- E. Disasters:** If, in the determination of the State, fire, flood, earthquake or other casualty damages are so extensive that the Airport has to render it un-tenantable, either party may elect to terminate this Agreement on thirty (30) days written notice to the other party. If this Agreement is terminated because of a disaster, the State will prorate the fees due the Contractor up to the time the Airport becomes un-tenantable.
- F. Discrimination:** The Contractor covenants and agrees that discrimination on the grounds of race, color, religion, national origin, ancestry, age, or sex will not be permitted against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. The Contractor recognizes the right of the State to take any action necessary to enforce this covenant, including actions required pursuant to any federal or State law.
- G. Compliance with Environmental Laws.** Contractor shall comply and shall require its sublessees and Contractors, if any, to comply and act in accordance with all environmental laws affecting Contractor’s operations on the Premises or on State property, or relating to any hazardous toxic substance, material or waste, which is or becomes regulated by any local, State, or federal governmental agency.
- H. Holding Over:** The Contractor has no right to holdover after this Agreement expires. If, with the express or implied consent of the State, the Contractor does hold over after this Agreement expires, the holding over does not operate as a renewal or extension of the rights granted under this Agreement. It only creates a month-to-month tenancy, regardless of any payment accepted by the State. The Contractor’s obligations to perform under this Agreement will continue until the State terminates the month-to-month tenancy. The State may terminate the tenancy at any time by giving the Contractor at least 30

calendar days written notice. Unless otherwise mutually agreed by both parties, payments of the Management Fee shall remain at the same percentage of the Gross Revenues as described in Article VIII.

- I. **Integration and Merger:** This Agreement sets forth the terms, conditions, and agreement of the parties and supersedes any previous understandings or agreements regarding the Premises whether oral or written. Modifications or amendments of this Agreement are ineffective unless in writing and signed by both parties.
- J. **Interrelationship of Provisions:** All provisions of this Agreement and the associated proposal documents are essential parts of this Agreement and are intended to be cooperative, to provide for the use of the Airport, and to describe the respective rights and obligations of the parties to this Agreement.
- K. **Modification:** The Contractor acknowledges that the State may modify this Agreement to meet the revised requirements of federal and State grants, to operate the Airport, or to conform to the requirements of any revenue bond covenant to which the State of Alaska is a party. The State may make these modifications without formal amendment. However, a modification may not reduce the rights or privileges granted the Contractor under this Agreement or cause the Contractor financial loss. The parties may also jointly elect to modify this Agreement upon written mutual agreement.
- L. **National Emergency:** The Contractor will not hold the State liable for the inability to perform any part of this Agreement that results from national emergency declared by the federal government.
- M. **No-Fault Loss or Damage:** The Contractor expressly waives any and all claims for compensation for any loss or damage sustained by reason of any defect, deficiency, or impairment of the electric and other utility systems furnished for the Parking Facilities covered by this Agreement which may occur from time to time from any cause, or loss resulting from water, earthquake, or civil disturbance(s).
- N. **No Waiver:** If the State does not insist in any instances on the strict performance by the Contractor of any provision or Article under this Agreement, it is not a waiver or relinquishment for the future, but the provision or Article will continue in full force. The State's failure to enforce any provision or Article in this Agreement is neither an enforceable waiver nor subject to reasonable reliance by the Contractor unless it is expressly stated as a written waiver, signed on behalf of the State.
- O. **Notices:** Unless provided otherwise in this Agreement, either party will deliver any notice required under this Agreement by hand, email, registered mail, certified mail, or by a reliable overnight delivery service to the appropriate party at the address given in this Agreement or to any other address that the parties subsequently designate in writing. All notice periods begin on the date mailed out.
- P. **Radio Interference:** At the State's request, the Contractor will discontinue the use of any machine or device which interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.
- Q. **Restrictions and Regulations:**

All of the Contractor's operations and activities under this Agreement will be subject to:

- a. Any order, direction, or condition issued, given, or imposed by the State with respect to use of Airport roadways, driveways, curbs, sidewalks or parking areas, and public areas adjacent to Parking Facilities; and

- b. Any applicable ordinance, statute, rule, regulation, or operational orders, instructions, requirements or restrictions issued at the Airport, or order of any governmental authority lawfully exercising authority over the Airport or Contractor’s business activities under this Agreement.
- c. The Contractor will adhere to all applicable responsibilities of the federal airport security program set out in 49 CFR Part 1542 and the respective Airport Master Security Programs. The Contractor will coordinate any Airport security matter with the State. The Contractor will procure any required identification badges necessary for the Contractor’s operations authorized under this Agreement.

The State will not be liable to the Contractor for any diminishing or deprivation of its rights under this Agreement due to the exercise of any such authority as provided above; nor will the Contractor be entitled to terminate any portion of this Agreement by reason thereof unless the exercise of such authority will so interfere with the Contractor’s operation of the Parking Facilities under this Agreement, so as to constitute a termination of this Agreement by operation in accordance with the laws of the State of Alaska.

R. State's Right of Access and Inspection:

- a. The State, by its officers, employees, agents, representatives, and Contractors, has the right to enter upon the Premises at any reasonable time to inspect them, to observe the Contractor’s performance of its obligations under this agreement, and to do anything which the State may be obligated or have the right to do under this agreement, or otherwise.
- b. The State, by its officers, employees, agents, representatives, and

Contractors has the right, for the benefit of the Contractor or others at the Airport, to maintain and operate existing and future utility systems in, on, or under, the Parking Facilities and to enter upon said Parking Facilities at any time to make repairs, alterations, and replacements deemed as necessary or advisable by the State.

- S. Surrender of Possession:** The Contractor will yield possession of the Premises to the State on the date of expiration of this Agreement promptly in good order and condition, reasonable use and wear-and-tear excepted.
- T. Time:** Time is of the essence in the performance of all rights and obligations of the parties to this Agreement.
- U. Validity of Parts:** If any provision or covenant of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.
- V. Interpretation:** This Agreement shall not be construed for or against either Party.
- W. General Subordination Clause:** This Agreement is subject and subordinate to the provisions of any existing or future agreements between the Kodiak Airport and the United States, the execution of which is or has been required as a condition precedent to the transfer of federal rights or property to airports for airport purposes, or to the expenditure of federal funds or passenger facility charges for Kodiak Airport improvements, maintenance, or development. Contractor shall abide by requirements of

agreements entered into between the Kodiak Airport and the United States, and shall consent to amendments and modifications of this Agreement if required by such agreements or is required as a condition of Kodiak Airport entry into such agreements.

- X. Disability Laws and Accessibility Compliance:** Contractor shall comply and shall require its sublessees and Contractors to comply and act in accordance with provision of the Americans with Disabilities Act of 1990 (the "ADA"), and federal regulations promulgated thereunder. With respect to any improvements Contractor constructs on the Premises, Contractor agrees to meet all the requirements of the ADA which are imposed directly on Contractor or which would be imposed on the Kodiak Airport as a public entity. Contractor agrees to be responsible for knowing all applicable rules and requirement of the ADA and to defend, indemnify, and hold harmless the Kodiak Airport, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against the Kodiak Airport as a result of any acts or omissions of Contractor or its Contractors or agents in violation of the ADA.

ARTICLE XXV: ADDITIONAL TERMS REQUIRED BY 17 AAC 45.410

- A. Control and Responsibility:** The Contractor assumes full control and sole responsibility as between the Contractor and the State for the activities of the Contractor, the Contractor's personnel, employees, and persons acting on behalf of or under the authority of the Contractor, anywhere on the Airport and for the activities of the Contractor's subcontractors and guests, including customers and vendors, on the Premises;
- B. Coordination:** The Contractor will coordinate the Contractor's activities on the airport with the department and to abide by the department's decisions and directives, if any, regarding snow removal, maintenance, and general use of the Airport by the Contractor, the Contractor's personnel, employees, and any person acting on behalf of or under the authority of the Contractor, and by the Contractor, subcontractors, and guests, including customers and vendors;
- C. Safety:** The Contractor will perform all operations authorized by this Agreement in a manner that ensures the safety of people and the Airport, the protection of public health and the environment, and the safety and integrity of the Premises;
- D. Department Notification:** The Contractor will immediately notify the department of any condition, problem, malfunction, or other occurrence that threatens the safety of the Airport, the safety of persons using the airport, the public health or the environment, or the safety or integrity of the Premises;
- E. Living Quarters:** The Contractor shall not establish, maintain or allow any kind of living quarters on the Premises.
- F. Outside Storage:** The Contractor shall not allow the outside storage on the Premises of nonoperational support equipment, unused or damaged equipment or material, junk, trash, solid waste, or debris;
- G. Landscaping/waste:** The Contractor shall not strip, waste, or remove from the Premises any soil, gravel, trees, or other State-owned material, unless the State approves in writing;

- H. Cleanliness:** The Contractor shall keep the Premises and all improvements on the Premises neat and presentable at the Contractor's sole expense;
- I. Utilities and Maintenance:** Except as otherwise provided in this Agreement, the Contractor shall provide for all utilities, maintenance, and services on the Premises necessary for the Contractor's uses on the Premises;
- J. Free of Liens:** The Contractor will keep the Premises and/or Parking Facility improvements free of all liens other than by assignment for security purposes if approved in writing by State and to pay any cost for labor and materials arising out of any construction or improvements by the Contractor on the Premises;
- K. Contractor Qualifications:** The Contractor must continue to satisfy the relevant qualifications initially set under 17 AAC 45.354 (d)(2), as applicable, for the parking concession and provide the State such documentation as the State may reasonably require to establish that Contractor is in compliance with this paragraph;
- L. State Approvals:** The State will not unreasonably withhold any approval required by this Agreement or by 17 AAC 45;
- M. Costs/Damages:** Except as otherwise provided in this Agreement, the Contractor shall pay, within 30 days of the billing date, any cost or damage that the department incurs to enforce or protect the department's rights under this Agreement or due to any failure of the Contractor to comply with a provision of this Agreement, including a cost to correct a violation under 17 AAC 45.430(d); in this paragraph "cost" includes legal fees and administrative costs; require the Contractor to pay, within 30 days of the billing date, any underpayment disclosed by an audit plus.
- a. interest at the rate provided in AS 45.45.010 from the date payment was required to be made for the relevant activity had it been accurately and timely reported;
 - b. any actual costs and attorney fees that the State incurs to collect the underpayment; and
 - c. if the underpayment is more than \$5,000 in any fiscal year, all audit costs that the State incurs, including salary and benefit costs of the auditor;
 - d. require the State to credit a Contractor's account if an audit discloses that the Contractor has overpaid for the audit period.

ATTACHMENT #12 KODIAK AIRPORT PARKING AREA MAP

Kodiak Airport Parking Area

Kodiak Airport Parking Areas

All areas are owned by the United States Coast Guard and operated by the State

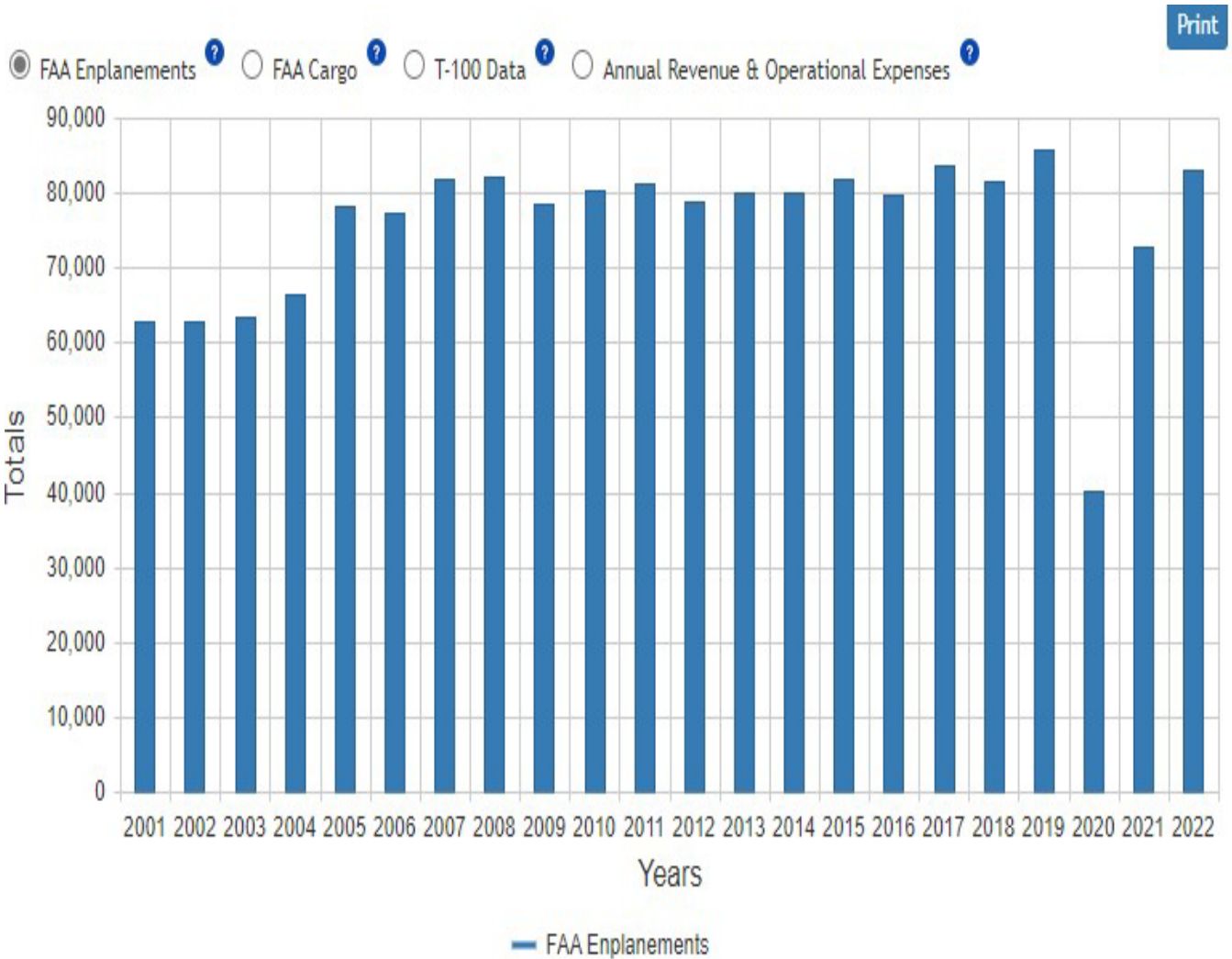
Areas in yellow are employee parking

Areas in green are public parking for management under this Request For Proposal

Areas in red are currently under permit contracts



ATTACHMENT #13 KODIAK AIRPORT ENPLANEMENT DATA



Source: Federal Aviation Administration the Air Carrier Activity Information System (ACAIS)

ATTACHMENT #14 ADA PARKING GUIDE

U.S. Department of Justice
Civil Rights Division
Disability Rights Section



ADA Design Guide

1

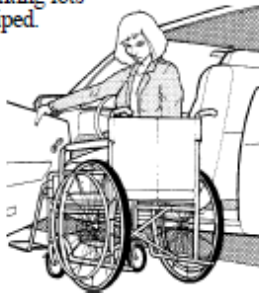
Restriping Parking Lots

Accessible Parking Spaces

When a business, State or local government agency, or other covered entity restripes a parking lot, it must provide accessible parking spaces as required by the ADA Standards for Accessible Design. Failure to do so would violate the ADA.

In addition, businesses or privately owned facilities that provide goods or services to the public have a continuing ADA obligation to remove barriers to access in existing parking lots when it is readily achievable to do so. Because restriping is relatively inexpensive, it is readily achievable in most cases.

This ADA Design Guide provides key information about how to create accessible car and van spaces and how many spaces to provide when parking lots are restriped.



Accessible

Parking Spaces for Cars

Accessible parking spaces for cars have at least a 60-inch-wide access aisle located adjacent to the designated parking space. The access aisle is just wide enough to permit a person using a wheelchair to enter or exit the car. These parking spaces are identified with a sign and located on level ground.

Van-Accessible Parking Spaces
Van-accessible parking spaces are the same as accessible parking spaces for cars except for three features needed for vans:

- a wider access aisle (96") to accommodate a wheelchair lift;
- vertical clearance to accommodate van height at the van parking space, the adjacent access aisle, and on the vehicular route to and from the van-accessible space; and
- an additional sign that identifies the parking spaces as "van accessible."

One of eight accessible parking spaces, but always at least one, must be van-accessible.



Minimum Number of Accessible Parking Spaces

ADA Standards for Accessible Design 4.1.2 (5)

Total Number of Parking spaces Provided (per lot)	Total Minimum Number of Accessible Parking Spaces (60" & 96" aisles)	Van Accessible Parking Spaces with min. 96" wide access aisle	Accessible Parking Spaces with min. 60" wide access aisle
	Column A		
1 to 25	1	1	0
26 to 50	2	1	1
51 to 75	3	1	2
76 to 100	4	1	3
101 to 150	5	1	4
151 to 200	6	1	5
201 to 300	7	1	6
301 to 400	8	1	7
401 to 500	9	2	7
501 to 1000	2% of total parking provided in each lot	1/8 of Column A*	7/8 of Column A**
1001 and over	20 plus 1 for each 100 over 1000	1/8 of Column A*	7/8 of Column A**

* one out of every 8 accessible spaces

** 7 out of every 8 accessible parking spaces

Location

Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance. Where buildings have multiple accessible entrances with adjacent parking, the accessible parking spaces must be dispersed and located closest to the accessible entrances.

When accessible parking spaces are added in an existing parking lot, locate the spaces on the most level ground close to the accessible entrance. An accessible route must always be provided from the accessible parking to the accessible entrance. An accessible route never has curbs or stairs, must be at least 3-foot wide, and has a firm, stable, slip-resistant surface. The slope along the accessible route should not be greater than 1:12 in the direction of travel.

Accessible parking spaces may be clustered in one or more lots if equivalent or greater accessibility is provided in terms of distance from the accessible entrance, parking fees, and convenience. Van-accessible parking spaces located in parking garages may be clustered on one floor (to accommodate the 98-inch minimum vertical height requirement).

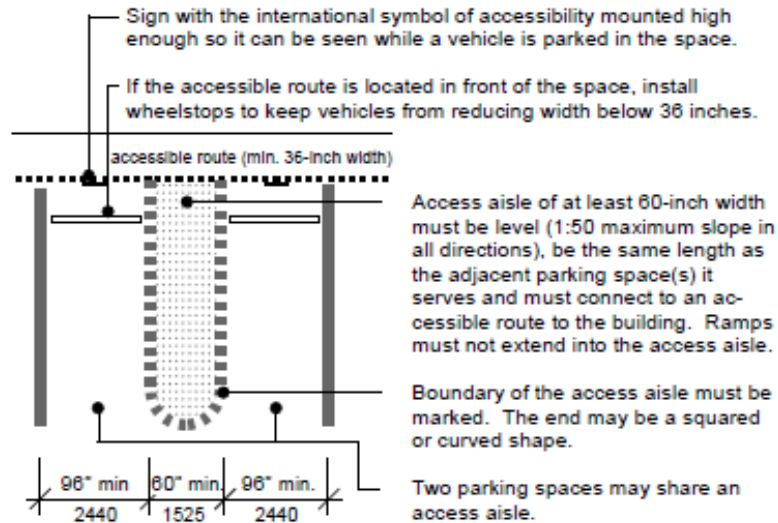
Free Technical Assistance

Answers to technical and general questions about restriping parking lots or other ADA requirements are available by telephone on weekdays. You may also order the ADA Standards for Accessible Design and other ADA publications, including regulations for private businesses or State and local governments, at any time day or night. Information about ADA-related IRS tax credits and deductions is also available from the ADA Information Line.

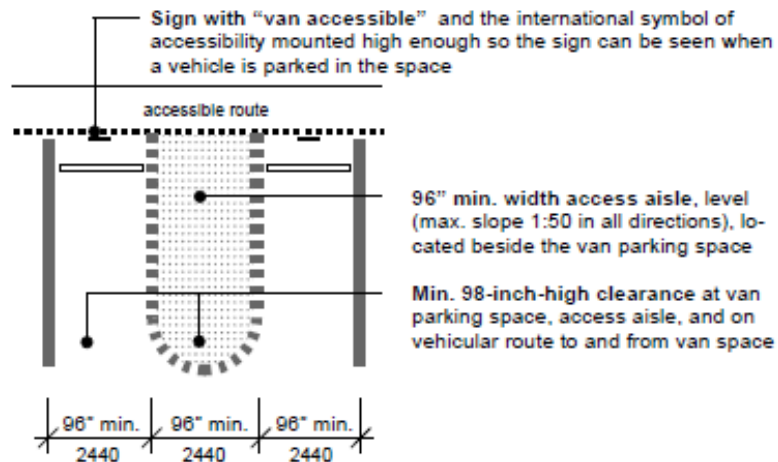
Department of Justice
ADA Information Line

800-514-0301 (voice)
800-514-0383 (tty)

Features of Accessible Parking Spaces for Cars



Three Additional Features for Van-Accessible Parking Spaces



Internet

You may also review or download information on the Department's ADA Internet site at any time. The site provides access to ADA regulations, technical assistance materials, and general ADA information. It also provides links to other Federal agencies, and updates on new ADA requirements and enforcement efforts. Internet address:
www.usdoj.gov/crt/ada/adahom1.htm

Reference:

ADA Standards for Accessible Design (28 CFR Part 36):

- § 4.1.6 Alterations;
- § 4.1.2 Accessible Sites and Exterior Facilities: New Construction, and
- § 4.1.6 Parking and Passenger Loading Zones.