

# STATE OF ALASKA REQUEST FOR PROPOSALS



## Anchorage Airport Parking Operations

RFP 2525H002

ISSUED MAY 23, 2025

The State of Alaska, Department of Transportation & Public Facilities, Alaska International Airport System (State) is soliciting proposal for management, administration, operation and maintenance of State-owned parking facilities (public and employee parking) at the Ted Stevens Anchorage International Airport.

ISSUED BY:

DocuSigned by:

**Chris Hunt**

Department of Transportation & Public Facilities  
ALASKA INTERNATIONAL AIRPORT SYSTEM

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 & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The State of Alaska, Department of Transportation & Public Facilities, Alaska International Airport System (AIAS) is soliciting proposals for management, administration, operation and maintenance of State-owned parking facilities (public and employee parking) and shuttle bus service at the Ted Stevens Anchorage International Airport (ANC) located in Anchorage, Alaska.

### SEC. 1.02 BUDGET

Department of Transportation & Public Facilities, Ted Stevens Anchorage International Airport estimates a budget of between \$2,000,000.00 and \$2,500,000.00 per year for annual execution of contracted management. Proposals priced at more than \$2,500,000.00 will be considered non-responsive and rejected.

Payment for the contract is subject to funds already appropriated and identified.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 pm prevailing Alaska Standard Time on June 16, 2025, as indicated by postmark or email timestamp and late proposals will not be considered.

### SEC. 1.04 PRIOR EXPERIENCE

The State will require the successful offeror have substantial experience in parking facility management. The ideal offeror would also be able to demonstrate substantial experience with shuttle bus operations and aircraft parking. Accordingly, in order for offers to be considered responsive, offerors must meet certain minimum prior experience requirements.

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- A minimum qualification of three (3) years' experience within the last five years operating a parking facility, or a group of parking facilities, that generated at least \$3,000,000 in annual gross revenues. In addition, the facility or facilities must have had a minimum capacity of 1,100 vehicles, including not less than 600 parking spaces in a parking structure with at least two parking levels and not less than 500 in weather-exposed surface lots.
- One (1) year of experience is defined as one (1) period of twelve (12) consecutive months as owner and operator or as principal operator of a combined parking management business and shuttle bus business. Principle operator is defined as the person or business entity responsible for policy making and daily operation of the parking facility.



An offeror's failure to meet these minimum prior experience requirements will 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**

Offerors must submit **One (1)** hard copy of their proposal, in writing, and **TWO** thumb drives containing electronic copies of the entire proposal. **One** thumb drive will contain the transmittal information and the technical proposal. **One** thumb drive will contain the fee proposal. The proposal response should be addressed to the procurement officer in a sealed package. The fee proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

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  
Division of Program Management and Administration  
Attention: Chris Hunt  
Request for Proposal (RFP) Number: 2525H002  
RFP Title: Anchorage Airport Parking Operations  
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 bid via email, the bid must be emailed to [dotstatewideprocurement@alaska.gov](mailto:dotstatewideprocurement@alaska.gov) as clearly labeled attachments, such as "Vendor A – bid.pdf". The email must contain the ITB 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 bid 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 bid, if you are emailing your bid, 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.

**See ITB SECTION 4.11 BID BOND AND PERFORMANCE BOND**

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

**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		May 23, 2025
Pre-proposal Site Inspection	10:00 am	May 30, 2025
Pre-Proposal Conference	1:00 pm	May 30, 2025
Deadline for Receipt of Proposals / Proposal Due Date	2:00 pm	June 16, 2025
Proposal Evaluations Complete		June 20, 2025
Notice of Intent to Award		June 20, 2025
Contract Issued		July 1, 2025
Contract Effective Date		July 1, 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 and 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 & OFFEROR SITE INSPECTION**

A pre-proposal conference will be held in person at the Ted Stevens Anchorage International Airport, and virtually via Microsoft Teams, at 1:00 pm, Alaska Time, on May 30, 2025. The State **suggests** that all potential offerors attend the pre-proposal conference in person. The purpose of the conference is to inspect the existing Airport Facilities at ANC, to discuss operations, to discuss the work to be performed with the prospective offerors, and to allow them to ask questions concerning the RFP. Questions and answers will be sent to prospective offerors as soon as possible after the meeting.

A site inspection will be held at the Ted Stevens Anchorage International Airport, at 10:00 am, Alaska Time, on May 30, 2025.

To register for the site inspection, please contact ANC Landside Operations at (907) 310-3101 or by email at [dot.aia.ops.landside@alaska.gov](mailto:dot.aia.ops.landside@alaska.gov).

No representations or statements made during site visits will be binding on the State of Alaska. Questions, if there are any, should be posed during the pre-proposal conference or as part of the formal RFP process. Statements made by State officials during site visits or outside the context of the pre-proposal conference noted above cannot be relied on in any way by offerors.

All verbal questions asked by potential offerors during the pre-proposal conference or site inspection must be submitted in writing by the potential offeror so that the State can provide official answers to those questions.

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

**Pre-Proposal Conference Microsoft Teams Meeting Call in Phone Number and Pin**

**Meeting Call in phone number:** 1 907-202-7104

**Meeting Pin:** 347 894 345#

**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 owns and operates the Ted Stevens Anchorage International Airport (ANC) located in Anchorage, Alaska. The airport encompasses both an international airport and a general aviation seaplane base at Lake Hood. ANC is home to over 30 international and domestic airlines providing passenger and cargo service throughout Alaska, the United States, Europe, and Asia. It is also an extraordinary economic engine, serving about five million passengers per year and accounting for 1 in 9 jobs in Anchorage. ANC is renowned as the 4<sup>th</sup> largest airport in the world for cargo throughput and the 2nd largest in the United States for landed weight.

At ANC, the State owns two passenger terminal buildings supported by a public parking garage and several surface parking lots for airport employees and the general public. In addition, there are numerous general aviation aircraft parking locations at Lake Hood, including some transient wheeled and float parking spaces. Currently, the parking facilities, parking lot shuttle bus service, and transient aircraft parking are operated under a management agreement with the State. The State owns all Parking Access and Revenue Control Systems (PARCS) and shuttle busses. The State is responsible for the maintenance and fuel for the shuttle fleet and for all utility costs associated with the operation of the parking facilities and shuttle services.

For the benefit of air travelers and others, 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 services for automobile and transient general aviation parking be available at ANC.

## **SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION**

### **SEC. 3.01 SCOPE OF WORK**

The State of Alaska, Department of Transportation & Public Facilities, Ted Stevens Anchorage International Airport is soliciting proposals from qualified offerors to provide management, operation, and maintenance of the public and employee parking areas, and to provide management operation of the free public on-airport shuttle bus service and the transient parking for general aviation aircraft at the Lake Hood Seaplane Base (LHD).

The successful offeror will enter into a Parking Operations Agreement granting the responsibility to administer, operate, manage, and maintain the public parking garage, public lots, and employee parking areas at ANC, administer the shuttle bus service at ANC, and administer the transient parking for thirty-two (32) general aviation aircraft parking spots at LHD. In addition, the successful offeror must be able to clear snow from the Park, Ride, and Fly lot and maintain the facilities as described in the Parking Operations Agreement. Snow removal, building maintenance and custodial services may be conducted by means of a sub-contract.

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

Each offeror must have the ability to perform all obligations of the Parking Operations Agreement and the proposal it submits. 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 the submitted proposal and the 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 quality level of vehicle parking facility, shuttle bus service management, aircraft parking, and operations experience to ANC.
- Provide responsible, competitive, and customer service-oriented vehicle and aircraft parking operations for travelers.
- Provide attractive, well-maintained facilities to enhance travelers' perceptions and opinions of ANC.
- Assure optimum long-term revenue to ANC.
- Demonstrate an understanding of parking facilities, shuttle bus service management, and aircraft transient parking, as well as the ability to provide plans to enhance service and project trends.

Details of the Operator's obligations are outlined in the Sample Parking Operations Agreement, included as a part of this Request for Proposals (RFP).

The Sample Parking Operations Agreement is broken out 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	Performance Bond & Liquidated Damages
Article VIII	ANC MANAGEMENT FEE
Article IX	Removed
Article X	Parking Rates & Hours
Article XI	Parking Management and Operations
Article XII	Shuttle Bus Management and Operations
Article XIII	Disadvantage Business Enterprise (DBE) Program
Article XIV	Books, Records, and Accounting and Audit
Article XV	Premises Alterations
Article XVI	State's Duties
Article XVII	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	General Covenants

**SEC. 3.02 MANAGEMENT OPERATIONS**

Alaska International Airport System (AIAS) has determined that it is in its best interests to operate Ted Stevens Anchorage International Airport System (ANC) according to a management format. The concept is discussed in more detail in the attached Parking Operations Agreement, Articles VIII.

**ANC Management Operations**

The offeror shall propose a management fee to manage and operate the included State-owned vehicle and aircraft parking facilities and shuttle bus service. The successful offeror will be responsible for collecting all parking revenue and depositing the funds into a designated State account. From these funds, the Operator will be paid a percentage of the gross revenue.

**SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE**

Contract: Herein the "contract" refers to Parking Operations Agreement appended hereto as Attachment #3.

ANC: Ted Stevens Anchorage International Airport

Operator: The term used to describe the successful offeror who enters a contract with the State.

The length of the contract will be from the date of award, approximately July 1, 2025 through June 30, 2030. This five year contract contains five (5) one (1) year renewal options to be exercised solely by the State.

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 CONTRACT TYPE**

The contract (PARKING OPERATIONS AGREEMENT) consists of a management style operation for ANC. For a complete description of fee provisions and structures, see the attached Parking Operations Agreement and information specific to each kind of operation at Article VIII (ANC MANAGEMENT FEE).



**SEC. 3.05     PARKING OPERATIONS AGREEMENT**

The Operator will be required to sign and submit the attached **Parking Operations Agreement**. The Operator must comply with the contract provisions set out in Attachment #3. No alteration of these provisions will be permitted.

**SEC. 3.06     CONTRACT EXECUTION**

The Operator 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 Operator to make corrections or modifications if needed in order to accomplish the contract's intent. The Operator will not unreasonably withhold such changes.

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

**SEC. 3.07     PROPOSED PAYMENT PROCEDURES**

Payments are made by the State to the Operator (management style operations). Payment details are discussed in Articles VIII (ANC Management Fee) of the Parking Operations Agreement.

**SEC. 3.08     CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner 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. 3.09 LOCATION OF WORK**

The location(s) the work is to be performed, completed, and managed is the contractor's place of business and the Ted Stevens Anchorage International Airport in Anchorage, Alaska.

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 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.

See ATTACHMENT #7 Submittal Form B Subcontractors

**SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS**

The contractor must provide, on an annual basis, a Type 2 American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements (SSAE) SOC 1 and SOC 2 reports. Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default. The contractor must comply with the State of Alaska (SOA) Payment Card Industry Security Standard (PCI DSS) Program and be available for an annual compliance acceptance review by the SOA, or their contractor. Failure to submit to the PCI review may be treated as a material breach and may be a basis for a finding of default. In addition, the Contractor will provide monthly activity, costs, and revenue reports.

**SEC. 3.11 SUBCONTRACTORS**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall 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 does 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 rendering the services required by the contract.

An offeror's failure to provide this information within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another 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. 3.12 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. 3.13 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. 3.14 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. 3.15 CONTRACT PERSONNEL**

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

**SEC. 3.16 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 project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer 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. 3.17 LIQUIDATED DAMAGES**

The state will include liquidated damages in this contract to ensure its timely completion.

Liquidated damages are set forth in the contract in various sections. For example, liquidated damages are set forth in Articles VI, VII(C) and VIII(A) of the contract.

If the contractor is in breach of contract which results in actual damages to the State, the State will collect liquidated damages for compensation.

**SEC. 3.18 COMPETING PARKING OPERATIONS**

Any offeror that directly or indirectly owns or operates, in whole or in part, any other "airport parking service," as defined under 17 AAC 42.990(78), that serves AIAS customers does not disqualify the offeror. However, any such offeror will be required to submit a detailed plan and explanation for ensuring that it will manage and operate the AIAS parking facilities for maximum net revenue to the State. If the offeror is paying the State a percentage of the AIAS-related gross revenues of the competing airport parking service, the State may consider that fact in evaluating the offeror's plan and explanation. If applicable, the successful offeror will not divert revenue or encourage AIAS customers to use other parking facilities except as directed by AIAS.

**SEC. 3.19 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 with a written description of the additional work and request the contractor 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 the Department of Transportation & Public Facilities or the Commissioner's designee.

### **SEC. 3.20 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.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- The contractor will use registered owner information only for the purpose of fulfilling contractual obligations such as relocation or removal of unauthorized vehicles.
- The contractor will hold confidential any police case information or airport CCTV files. Release of either will only be for the purpose of fulfilling contractual obligations such as providing evidence of property damage to risk management or customer.

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. 3.21 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. 3.22 INSURANCE REQUIREMENTS**

The successful offeror must provide proof of Commercial General Liability Insurance, Garage Keeper's Liability Insurance, Commercial Crime Insurance, Commercial Auto Liability Insurance, Fidelity Bonds, and Workers' Compensation Insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the State. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review the attached contract, ARTICLE XVIII, Indemnification and Insurance, for details on required coverage. No alteration of these requirements will be permitted without

prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in contract, ARTICLE XVIII, Indemnification and Insurance, must be set out in the offeror's proposal.

### **SEC. 3.23     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 Appendix A, attached in **SECTION 7. ATTACHMENTS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

For the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

The State will evaluate responses to the criteria listed below. Offerors must provide all information requested. In addition to these criteria, the Proposal Evaluation Committee (PEC) will also consider the overall quality and clarity of the proposal.

Offerors must clearly label or key its responses so that the responses clearly and unambiguously relate to the intended specific evaluation criteria. For example, for information the offeror submits in response to the "Demonstrated Experience" criterion, the offeror must clearly label the response with "Demonstrated Experience." In addition, clearly identify each portion of the response with the paragraph designation such as "A," "B," "C," etc., of the sub-criteria to which it responds.

Offeror's proposals shall be submitted in two separate volumes as set forth in the table below.

Volume	Title	Contents	Hard Copies	Electronic Copies	Page Limit
One	Management Proposal	4.02 - Introduction 4.04 - Demonstrated Experience & Industry Knowledge 4.05 – Vehicle and Aircraft Parking Facility Operations 4.06 - Shuttle Bus Service Operations 4.07 - Financial Ability	1 Original	1	20
Two	Fee Proposal	4.08 - Fee Proposal	1	1	1

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) will be shredded. Each page shall be counted except the following: blank pages, title pages, tables of contents, lists of tables and drawings, tabs, glossaries, business licenses, certified financial statements, insurance documents, and bonding documents.

**Page Size and Format:** A page is defined as each face of a sheet of paper containing information. If both sides of a sheet display printed material it shall be counted as two pages.



Page size shall be 8.5x11 inches with margins no less than  $\frac{3}{4}$  inches. Font size shall be no less than 11 point.

## **SEC. 4.02 INTRODUCTION**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

## **SEC. 4.03 PROPOSAL CONTENTS**

The following information must be included in all proposals.

### **(a) AUTHORIZED SIGNATURE**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 120 days from the date set as the deadline for receipt of proposals.

### **(b) OFFEROR'S CERTIFICATION**

By signature on the proposal, offerors certify that 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 120 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.

**(c) VENDOR TAX ID**

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

**(d) CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether or not the firm or any individuals working 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 of the contract to be performed by the offeror.

**(e) FEDERAL REQUIREMENTS**

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

#### **SEC. 4.04 DEMONSTRATED EXPERIENCE & INDUSTRY KNOWLEDGE**

Offerors must provide comprehensive narrative statements that illustrate their experience and industry knowledge of airport parking operations.

##### **Demonstrated Experience**

- A. The offeror shall describe how it and its proposed daily management team have active, satisfactory experience and responsibility that meets the minimum experience requirement outlined in this RFP and the Parking Operations Agreement.
- B. The offeror shall describe how it and its proposed daily management team have active, satisfactory experience with, and responsibility for the management and operation of a comparable vehicle and aircraft parking facilities and shuttle bus services similar to the ones to be awarded.
- C. The offeror shall describe how it and its proposed daily management team have the capability of operating a revenue control system similar or equal to the Federal APD SST system with Scan NT software.
- D. The offeror shall specifically describe its demonstrated experience at other comparable locations with similar facilities of equal size and level of activity, describing experience

managing and maintaining similar facilities, collecting and processing high column cash transactions, and entailing significant service and contact with the public. The offeror should specifically address experience related to vehicle and aircraft parking facilities and shuttle bus service.

- E. The offeror shall clearly state how the duration and extent of the offeror's experience and qualification in the parking facilities management and shuttle bus service qualify the offeror to operate a business the size and magnitude of the contract to be awarded.
- F. The offeror shall describe its experience of providing parking operations in cold weather climates and shall highlight any parking operations involving similar weather conditions to those experienced by the ANC airport.
- G. The offeror shall provide the name, address, phone number and airport employee name to contact at the offeror's best parking (and shuttle bus) services locations or the two separate parking and shuttle bus services locations which are most similar to ANC Airport AND the locations that meet the minimum experience criteria established in this RFP, if different from the other locations described in this subsection. The offeror should provide the following information about the locations identified in the subsection:
  - 1. A description of the location, the number of public vehicle and aircraft parking spaces, buildings, areas and/or garages managed.
  - 2. The type of revenue control equipment and cash collection and accounting procedures (by brand, model, capability and type of software).
  - 3. The scope of management, maintenance, janitorial, security, administrative, and subcontracting responsibilities.
  - 4. The gross revenues and expenses of the operating budgets for the period managed, but not more than the five most recent years.
  - 5. The number and size of shuttle buses and scope of management and maintenance for the shuttle bus fleet.
  - 6. The type of agreement (straight management).

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 performance

**Industry Knowledge**

- A. Submit a statement that demonstrates the offeror understands its role as the vehicle and aircraft parking and shuttle bus service operator at AIAS –Ted Stevens Anchorage International Airport. Describe any differences or similarities in the management and operation of the parking facilities and shuttle bus service at the AIAS –Ted Stevens Anchorage International Airport compared to other airports managed and operated by the offeror.
- B. Describe the offeror's assessment of the status of the current parking and shuttle bus operations at AIAS –Ted Stevens Anchorage International Airport and how this relates to the traveling public's perception of AIAS –Ted Stevens Anchorage International Airport.
- C. Describe the offeror's plans to enhance the parking and shuttle bus service to better serve the traveling public. Ticketless transactions, prepaid parking and other service enhancements should be included, addressing the pros and cons of the implementation of those programs at AIAS –Ted Stevens Anchorage International Airport.
- D. Provide the offeror's assessment of industry trends that may impact future parking facilities, shuttle bus service and ground transportation strategies at AIAS –Ted Stevens Anchorage International Airport.
- E. Describe what the offeror considers is its best example of how it adjusted its operating procedures to adapt to a major change in the parking facilities management and shuttle bus service.

**SEC. 4.05 VEHICLE AND AIRCRAFT PARKING FACILITY OPERATIONS**

A proposed Operations Manual must be provided with the proposal. 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) specific time frames. The Operations Manual should demonstrate the offeror's understanding of the services that will be required as stated in the Parking Operations Agreement. At a minimum, the Operations Manual should:

- A. Provide the name, address, and complete resume of qualification and experience of the proposed general managers and any administrative staff for the parking facilities, along with their relevant experience, and scope of responsibility. Describe their functions 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. **The proposed general managers described in this section shall be the manager(s) for this Parking Operations Agreement for a minimum of one (1) year from the Effective Date of the Parking Operations Agreement**
- B. Provide a detailed organizational chart for the proposed airport parking facilities at ANC showing the various positions and authority relative to the offeror entity's organization. In addition, each offeror shall submit information regarding its business relationships, including any parent, subsidiary and related entities.
- C. Provide a comprehensive description of the offeror's policies on recruiting, compensation and benefits, bonuses, employee incentive programs and expected costs and benefits, bonuses, disciplinary procedures and dismissal, and employee retention and development. A copy of the offeror's existing human resources manual will suffice if the same policies will apply at ANC Airport.
- D. Provide a detailed description of the type and duration of proposed training programs for all positions to enhance job performance and promotion. Discuss proposed management and employee training pertaining to customer service including employee training for handling customers and training to assist patrons who are not familiar with ANC or cannot locate their vehicle. Provide one copy of a training program from a similar facility that offeror has managed.
- E. 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.
- F. Submit a financial pro forma for ANC showing an annual budget, broken down by month, and containing the information set forth in the Parking Operations Agreement, Article VIII (D).
- G. Describe the day-to-day scheduling for the required custodial services as outlined in the Parking Operations Agreement.
- H. Describe the type and capability of the License Plate Inventory (LPI) system that the

offeror will implement and the implementation schedule.

- I. Describe the procedures to be used for accepting checks and collecting bad check amounts. This should include a description of both local and home office procedures, as well as the use of any outside collection firms or other third-party contractors.
- J. Provide a procedure for credit card acceptance system.

Provide a "Transition and Start-up Plan" in a standalone document describing how the offeror plans to start operations and bring about a smooth transition of the work to be performed under the Parking Operations Agreement. The Transition and Start-up Plan shall consist of a schedule and a description of how the offeror will handle problems that the offeror anticipates will be encountered to begin operations under the Parking Operations Agreement and shall include the time period needed for the hiring and training of employees, planned interface with the State and the current parking facilities operator (ANC and FAI) and the ANC shuttle bus service operator, inventory and delivery of equipment, equipment storage, and all other activities that will be required for a smooth transition.

#### **SEC. 4.06 SHUTTLE BUS SERVICE OPERATIONS**

The shuttle bus service at the ANC Airport will be the responsibility of the Operator. The Operator will be responsible to manage and operate the ANC shuttle buses. There is no shuttle bus barn or service area provided by the State on airport property. The Operator will be required to make arrangements for storage and services of the shuttle buses on its own. The shuttle bus service is a highly visible function and is subject to intense public scrutiny related to timely, reliable service and passenger comfort. Offerors are cautioned not to underestimate the peak season passenger demand or the cold climate requirements of operating the shuttle bus service.

The passenger count, located in the attachments to this RFP, demonstrates the significant variance in passenger traffic during the peak summer tourist season. During the peak season, more than 12,500 passengers may ride the shuttle buses each month, many carrying luggage between the two terminals. Passenger traffic can be in excess of 250 passengers per hour. In non-peak months, passenger traffic can slow to less than 11,000 passengers per month. The Operator will be expected to maintain the performance levels outlined in the Sample Parking Operations Agreement during peak and non-peak times.

The Operator will be responsible for certain day-to-day routine maintenance, safety pre-inspections, and maintenance of the interior and exterior of the bus as discussed in Article XII of the Parking Operations Agreement.

Exhibit H of this RFP outlines the available vehicles and their operating characteristics.

A Shuttle Bus Service Plan must be submitted as part of the proposal. The Plan should include, without limitation, routes, frequency of runs, peak (including holidays and employee shift changes) and off-peak requirements, loading and unloading curb requirements, personnel and their qualifications, training, and any other relevant information.

#### **SEC. 4.07 FINANCIAL ABILITY**

This evaluation criterion will be evaluated by the AIAS – Ted Stevens Anchorage International Airport. The AIAS –Ted Stevens Anchorage International Airport will make the determination if the entity has the financial ability to perform the parking operation services at ANC.

For the purpose of this criterion, the proposing entity includes a sole proprietorship, a general partnership, a limited partnership, a joint venture, a corporation or a limited corporation. If the proposing entity was formed before August 1, 2009, provide the information requested under Section A. If the proposing entity was formed after August 1, 2009, provide the information requested under Section B.

A. Complete this section if the proposing entity was formed before August 1, 2009.

1. Provide letters of reference from at least two banks or other financial institution where the offeror regularly conducts business. Include the name and telephone number of an officer of each institution whom the offeror has authorized to verify this information over the telephone to Airport personnel. Each letter must include the following information:
  - Length of the financial relationship.
  - Quality of financial relationship including how the offeror handled its account.
  - Available line of credit
  - If possible, a general assessment of the offeror's ability to meet potential financial obligations that may result from the Parking Operations Agreement.
  - Any other comments or related information applicable to the offeror
2. Provide letters of reference from at least two (2) of the offeror's major suppliers. Each letter should include a discussion of the quality of the relationship and the timeliness of payments.

3. Provide certified financial statements for the two (2) most recent calendar or offeror's fiscal years. An authorized officer of the proposing entity must sign and verify these financial statements as true and correct to the best of that person's knowledge. If the offeror submits limited review financial statements, the offeror must also submit copies of its federal tax returns required by the offeror's country of domicile for the two (2) most recent calendar or offeror's fiscal years.
- B. Complete this section if the proposing entity was formed after August 1, 2009. Provide the requested information for the entity and each participant depending on the relevant type of the following entities.
  - The individual if a sole proprietorship
  - Each partner in a general partnership
  - Each general partner in a limited partnership
  - Each venturer in a joint venture
  - Each shareholder that owns twenty percent (20%) or more of a corporation
  - The manager of a limited liability company
1. For each participant, depending on the relevant type of entity listed above, enclose letters of reference from at least two (2) banks or other financial institutions where the person regularly conducts business. Include the name and telephone number of an officer of each institution whom the person has authorized to verify this information over the telephone to Airport personnel. Each letter must include the following information:
  - a. Length of the financial relationship.
  - b. Quality of the financial relationship including how the participant handled its account.
  - c. Available line of credit.
  - d. If possible, a general assessment of the participant's ability to meet potential financial obligations that may result from this Parking Operations Agreement.
  - e. Any other comments or related information applicable to the participant.



2. Provide letters of reference from at least two (2) major suppliers for the individual, if a sole proprietorship, and for as many participants as possible for the other entities listed above. Each letter should include a discussion of the quality of the relationship and the timeliness of payments.
3. For each participant, depending on the relevant type of entity listed above, provide the following financial information:
  - a. Certified financial statements for the two (2) most recent calendar or fiscal years for each participant. Each participant must sign and verify these financial statements as true and correct to the best of that participant's knowledge.
  - b. In place of certified financial statements, the participant may submit limited review financial statements prepared by a certified public accountant and signed by both the certified public accountant and the participant for the two (2) most recent calendar or participant fiscal years.

#### **SEC. 4.08 FEE PROPOSAL**

Offerors must submit a fee proposal. Offerors should submit fee proposals in accordance with Attachment #4 – Management Fee Submittal Form. Fee should not be discussed outside of the separately sealed fee proposal.

**ANC-Management Fee:** The offeror will propose a management fee paid by the State to the Operator to manage and operate the State-owned parking facilities and shuttle bus service. The successful proposer will be responsible for collecting all parking revenue and depositing the funds into a designated State account. From these funds, the Operator will be paid a percentage of the gross revenue. The more favorable proposals will be those requiring a lesser percentage payment to the Operator.

#### **SEC. 4.09 OVERALL PROPOSAL QUALITY**

Offerors do not respond to this criterion. PEC Committee members will consider the clarity, completeness and presentation of the proposal when scoring the criteria listed in Section Seven and may make adjustments in scoring based on this factor. Note: this criterion is NOT used to evaluate color, graphics, or other visual techniques except as they may detract from legibility.

#### **SEC. 4.10 FEE PROPOSAL**

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to

each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the fee proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

#### **SEC. 4.11 BID BOND AND PERFORMANCE BOND**

##### ***Bid Bond***

Offerors must obtain a bid bond and submit it with the proposal. The amount of the bid bond for this contract is **ONE MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,250,000)**. If an offeror is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the State. The time limit for negotiation or delivery of a contract is 14 days from the date the offeror receives notice from the procurement officer. Failure to submit a bid bond in the proper amount, by the time set for opening of bids, will cause the State to determine the bid non-responsive and reject the bid.

##### ***Performance Bond***

Offerors must obtain a letter of commitment for a performance bond from a bonding company and submit it with the proposal. An offeror's failure to provide the letter of commitment will cause the State to reject the proposal. The amount of the performance bond must be for the amount of **SIX MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$6,250,000)**, for the full term of the contract. If the Operator fails to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the State within the time specified in the Parking Operations Agreement.

Offerors must review the attached Parking Operations Agreement, ARTICLE VII Performance Bond & Liquidated Damages for additional details on the Performance Bond and release of bond.

#### **SEC. 4.12 EVALUATION CRITERIA**

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### 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) Each responsive Technical 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 proposals 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 fee proposals as set out in Section 5.07 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	250
Vehicle and Aircraft Parking Facility Operations	200

Shuttle Bus Service Operations	50
Total	500

Cost Criteria	Weight
Fee Proposal	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 5.06 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:

**Offeror Total Score**

**x Max Points = Points Awarded**

**Highest Total Score Possible**

**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
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

Offeror Total Score (30)

\_\_\_\_\_ x Max Points (100) = Points Awarded (75)

Highest Total Score Possible (40)

**Offeror 2** was awarded 50 points:

Offeror Total Score (20)

\_\_\_\_\_ x Max Points (100) = Points Awarded (50)

Highest Total Score Possible (40)

**Offeror 3** was awarded 100 points:

Offeror Total Score (40)

\_\_\_\_\_ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

#### **SEC. 5.04 DEMONSTRATED EXPERIENCE & INDUSTRY KNOWLEDGE (25%)**

**Proposals will be evaluated against the questions set out below:**

##### Experience

- [a] How well has the offeror demonstrated how it and its proposed daily management team have active, satisfactory experience and responsibility that meet the required experience outlined in this RFP and Parking Operations Agreement?
- [b] How well has the offeror demonstrated how it and its proposed daily management team have active, satisfactory experience with, and responsibility for the management and operation of a comparable parking facilities and shuttle bus services similar to those at ANC?
- [c] How well has the offeror demonstrated its capability with operating a revenue control system similar or equal to the Federal APD SST system with Scan NT software?
- [d] How well has the offeror demonstrated its experience at other comparable locations with similar facilities of equal size and level of activity, described experience managing and maintaining similar facilities, collecting and processing high column cash transactions, and entailing significant service and contact with the public?

- [e] Has the offeror demonstrated experience and qualification in vehicle and aircraft parking facilities management and shuttle bus service that qualify it to operate a business the size and magnitude of the contract to be awarded?

### Industry Knowledge

- [f] To what degree has the offeror demonstrated an understanding of its role as the parking shuttle bus service operator at ANC?
- [g] How comprehensive is the offeror's assessment of the current status of parking and shuttle bus operations at ANC and how it relates to the traveling public's perception of ANC?
- [h] How well has the offeror described its plans to enhance the parking and shuttle bus service to better serve the traveling public, including ticketless transactions, prepaid parking and other service enhancements, and addressed the pros and cons of the implementation of those programs at ANC?
- [i] Has the offeror demonstrated a thorough understanding of industry trends that may impact future vehicle and aircraft parking facilities, shuttle bus service and ground transportation strategies at ANC?
- [j] Has the offeror provided examples of how it adjusted its operating procedures to adapt to a major change in the parking facilities management and shuttle bus service?

## **SEC. 5.05 VEHICLE AND AIRCRAFT PARKING FACILITY OPERATIONS (20%)**

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the offeror's proposed Operations Manual, including narrative of overall management service, defined objectives, steps or actions required accomplish these objectives, and specific time frames?
- [b] 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 Parking Operations Agreement?
- [c] How comprehensive is the offeror's Transition and Start-up Plan?
- [d] To what degree has the offeror identified potential problems with transition and start-up?

## **SEC. 5.06 SHUTTLE BUS SERVICE OPERATIONS (5%)**

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the offeror's Shuttle Bus Plan?
- [b] Did the offeror's Shuttle Bus Plan propose the necessary level of service?

[c] To what degree is the Shuttle Bus Plan practical and feasible?

[d] How extensive is the applicable experience and qualifications of the personnel?

## **SEC. 5.07 FEE PROPOSALS (40%)**

**Proposals will be evaluated against the questions set out below:**

A minimum of **40%** of the total evaluation points will be assigned to fee proposals.

### ***Converting Fee to Points***

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest fee 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 SEVEN to determine the value, or weight of cost for this RFP.

#### **EXAMPLE**

#### **Formula Used to Convert Percentages to Cost to Points**

The RFP allotted a total of 40% (400 points) for the fee proposal.

#### **[STEP 1]**

Convert proposed percentages to cost (dollars), using the last fiscal year's (FY24) annual Gross Revenues for ANC.

List all proposed Management Fees for ANC and extend by ANC's Annual Gross Revenues (AGR).

Offeror #1	4.0% <i>Management Fee</i> × \$7,256,288 <i>AGR</i> = \$290,251.52
Offeror #2	4.5% <i>Management Fee</i> × \$7,256,288 <i>AGR</i> = \$326,532.95
Offeror #3	5.0% <i>Management Fee</i> × \$7,256,288 <i>AGR</i> = \$362,814.40

#### **[STEP 2]**

Convert cost to points using this formula.

$$\frac{(\text{Price of Lowest Fee Proposal} \times \text{Maximum Points for Cost})}{\text{Cost of Fee Proposal Being Evaluated}} = \text{POINTS}$$

**Offeror #1 receives 400 points.**

The reason offeror #1 receives 400 points is because the lowest fee proposal, in this case \$290,251.52 receives the maximum number of points allocated to cost, 400 points.

**Offeror #2 receives 355 points.**

$$\begin{array}{ccccccc} \$290,251.52 & \times & 400 & = & 116,100,608.00 & \div & \$326,532.96 & = & 355 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & & & \end{array}$$

**Offeror #3 receives 320 points.**

$$\begin{array}{ccccccc} \$290,251.52 & \times & 400 & = & 116,100,608.00 & \div & \$362,814.40 & = & 320 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & & & \end{array}$$

**SEC. 5.08 ALASKA OFFEROR PREFERENCE (10%)**

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 Total Points Available in RFP x 10% Alaska Offeror preference = 100 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 commence, they may be held in the ANC Manager's conference room on the ANC South Terminal 4th floor in Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

#### **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)

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 questions on the form if not claiming the Alaska Veteran Preference. 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 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. 6.15 PROPOSAL AS PART OF THE CONTRACT**

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

#### **SEC. 6.16 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. 6.17 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. 6.18 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. 6.19 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. 6.20 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. 6.21 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. 6.22 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. 6.23     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. 6.24     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. 6.25     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. 6.26     SOLICITATION ADVERTISING**

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

**SEC. 6.27     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:

#### *Attachments*

1. Proposal Evaluation Form
2. Notice of Intent to Award (Example)
3. Parking Operations Agreement
4. Management Fee Submittal Form (if applicable) **Completed and submitted with proposal)**
5. Submittal Form A – Offeror Information -**Completed and submitted with proposal)**
6. Alaska Bidders preference Certification (if applicable) **Completed and submitted with proposal)**
7. Submittal Form B–Subcontractors(if applicable) **Completed and submitted with proposal)**

#### *Exhibits*

Exhibit A ANC Parking: Overall View

Exhibit B ANC Parking: Parking Lot Overview

Exhibit C ANC Parking: Parking Areas

Exhibit D ANC Parking: Shuttle Bus Route and Stops (South Terminal and North Terminals)

Exhibit E ANC Parking: Shuttle Bus Stops (North Airpark)

Exhibit F ANC Shuttle Bus Stops (Initial Pick-Up Points)

Exhibit G ANC Parking Space Summary

Exhibit H ANC Equipment Inventory

Exhibit I ANC Shuttle Bus Specifications

Exhibit J ANC Parking Facilities Gross Revenue and Enplanement Data

Exhibit K Aircraft Transient Parking Locations at Lake Hood

**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: 2525H002 \_\_\_\_\_

**EVALUATION CRITERIA AND SCORING**

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

**5.04 Demonstrated Experience & Industry Knowledge — 25 Percent**

Maximum Point Value for this Section - 250 Points

1000 Points x 25 Percent = 250 Points

Proposals will be evaluated against the questions set out below.

**1) Questions regarding Experience**

[a] How well has the offeror demonstrated how it and its proposed daily management team have active, satisfactory experience and responsibility that meet the required experience outlined in this RFP and Parking Operations Agreement?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[b] How well has the offeror demonstrated how it and its proposed daily management team have active, satisfactory experience with, and responsibility for the management and operation of a comparable parking facilities and shuttle bus services similar to those at ANC?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[c] How well has the offeror demonstrated its capability with operating a revenue control system similar or equal to the Federal APD SST system with Scan NT software?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[d] How well has the offeror demonstrated its experience at other comparable locations with similar facilities of equal size and level of activity, described experience managing and maintaining similar facilities, collecting and processing high column cash transactions, and entailing significant service and contact with the public?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[e] Has the offeror demonstrated experience and qualification in vehicle and aircraft parking facilities management and shuttle bus service that qualify it to operate a business the size and magnitude of the contract to be awarded?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2) Questions regarding Industry Knowledge

[f] To what degree has the offeror demonstrated an understanding of its role as the parking shuttle bus service operator at ANC?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[g] How comprehensive is the offeror's assessment of the current status of parking and shuttle bus operations at ANC and how it relates to the traveling public's perception of ANC?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[h] How well has the offeror described its plans to enhance the parking and shuttle bus service to better serve the traveling public, including ticketless transactions, prepaid parking and other service enhancements, and addressed the pros and cons of the implementation of those programs at ANC.

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[i] Has the offeror demonstrated a thorough understanding of industry trends that may impact future vehicle and aircraft parking facilities, shuttle bus service and ground transportation strategies at ANC?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[j] Has the offeror provided examples of how it adjusted its operating procedures to adapt to a major change in the parking facilities management and shuttle bus service?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.04** \_\_\_\_\_

## 5.05 Vehicle and Aircraft Parking Facility Operations (20%)

Proposals will be evaluated against the questions set out below:

Maximum Point Value for this Section - 200 Points

1000 Points x 20 Percent = 200 Points

[a] How comprehensive is the offeror's proposed Operations Manual, including narrative of overall management service, defined objectives, steps or actions required to accomplish these objectives, and specific time frames?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[b] 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 Parking Operations Agreement?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[c] How comprehensive is the offeror's Transition and Start-up Plan?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[d] To what degree has the offeror identified potential problems with transition and start-up?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.05** \_\_\_\_\_



**5.06 SHUTTLE BUS SERVICE OPERATIONS (5%)**

**Proposals will be evaluated against the questions set out below:**

Maximum Point Value for this Section - 50 Points

1000 Points x 5 Percent = 50 Points

[a] How comprehensive is the offeror's Shuttle Bus Plan?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[b] Did the offeror's Shuttle Bus Plan propose the necessary level of service?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[c] To what degree is the Shuttle Bus Plan practical and feasible?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[d] How extensive is the applicable experience and qualifications of the personnel?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.06** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS** \_\_\_\_\_

## 5.07 Fee Proposals — 40 Percent

Maximum Point Value for this Section - 400 Points

100 Points x 40 Percent = 400 Points

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

***Converting Fee to Points*** The lowest management fee proposal will receive the maximum number of points. The point allocations for cost on the other proposals will be determined through the method set out in RFP Section 5.07.

## 5.09 Alaska Offeror's Preference -100 Points

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.

**ATTACHMENT #2 NOTICE OF INTENT TO AWARD (EXAMPLE)****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:** 2525H002

**RFP SUBJECT:** Anchorage Airport Parking Operations

**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>

<b>SUMMARY</b>
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A contract shall be awarded as follows:

Company Name  
Address  
City, State Zip Code

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

## ATTACHMENT #3 PARKING OPERATIONS AGREEMENT

### STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

#### Parking Operations Agreement ADA-00000

This Parking Operations Agreement made this first (1st) day of July 2025, by and between the State of Alaska, Department of Transportation and Public Facilities and (contractor's Business Name) . Further referred to as the contractor, or contractor, will provide parking services as described herein for the Ted Stevens Anchorage International Airport

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#### INTRODUCTION

- A. The State (Alaska International Airport System, AIAS) owns and operates the Ted Stevens Anchorage International Airport (ANC), located in Anchorage, Alaska.
- B. The State owns the passenger terminal buildings, a public parking garage, and the surface parking lots used by employees and the general public and also used for rental car parking and owns parking areas for general aviation aircraft at the Lake Hood Seaplane Base.
- C. 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 and general aircraft parking facilities and services be available for the benefit of air travelers and others.
- D. Parking services will be provided at ANC by a single-qualified professional contractor based on the terms and conditions contained herein.

#### **ARTICLE I** **DEFINITIONS**

The following definitions apply for this Agreement:

- A. Airport Parking Service: The activity of providing vehicle and aircraft parking for airport users or visitors does not exist as a part of this Agreement.
- B. Agreement: This Parking Operations Agreement and all addenda, the contractor's proposal in response to the Request for Proposals and all other attachments and exhibits thereto, and all future amendments or supplements which may be executed by the parties to this Agreement.

Base Term:	1	July 1, 2025 – June 30, 2026
	2	July 1, 2026 - June 30, 2027
	3	July 1, 2027 - June 30, 2028
	4	July 1, 2028 - June 30, 2029
	5	July 1, 2029 - June 30, 2030

Extended Term:	6	July 1, 2030 - June 30, 2031
	7	July 1, 2031 - June 30, 2032
	8	July 1, 2032 - June 30, 2033
	9	July 1, 2033 - June 30, 2034
	10	July 1, 2034 - June 30, 2035

L. Gross Revenues:

1. The term "Gross Revenues" includes the following:
  - a. 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 on both Airports, or under the rights granted in this Agreement.
  - b. 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.

c. Goods, work, or services furnished by any person in lieu of payment in exchange for value received.

2. The term "Gross Revenues" excludes the following:

a. 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, record, and pay all taxes.

b. Receipts from the sale of waste and/or scrap material resulting from the contractor's business as authorized under this Agreement.

c. Receipts from the sale or trade-in value of the contractor's owned furniture, fixtures, or equipment used on the Premises and not considered stock-in-trade.

d. 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.

e. Receipts from refunds of supplies or equipment returned to shippers, suppliers, manufacturers or discounts the contractor receives from these entities.

f. Receipts from the sale of uniforms or clothing to the contractor's employees.

3. 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 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. Office: Space the State provides the contractor at ANC only for use in support of the management of the Parking Facilities and Shuttle Bus Service.

N. Operations Manual: Written instructions, rules, and conditions detailing operation and management of the Parking Facilities required under Article XI (PARKING MANAGEMENT & OPERATIONS).

O. Parking Facilities: Those areas for ANC depicted in Exhibit C and Exhibit K consisting of Public Short Term parking (South Terminal – Garage Lot G, South Terminal - Surface Lot H, North Terminal - Surface Lot B), Public Long Term parking (South Terminal -- Surface Lots E and F, Park Ride and Fly Lot), and Employee parking (South Terminal -- Surface Lot D, North Terminal - Surface Lot A, Contractor Lot - Surface Lot C), and transient aircraft parking at Lake Hood. The term "Parking Facilities" also encompasses any diminutions or expansions thereof as may be designated by the State for automobile and aircraft 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.

P. Parking Office Building: The ANC "Office" above.

Q. Performance Incentive Bonus Program: A quarterly bonus program based on contract, i.e. management-related, performance and evaluated by the ANC Landside Operations Superintendent, to ensure maximum contract compliance, the highest level of customer service, while controlling operating costs. A sample Performance Incentive Program is available upon request by the contractor. This program is optional and used at the discretion of the ANC Manager.

R. Premises: This term includes all areas covered by this Agreement, including the office and public parking facilities and employee lots and other areas designated by the State during the Agreement Term as shown on Exhibit C for ANC.

S. Shuttle Bus Service: The operation and service of providing free airport shuttle buses to transport passengers and employees to and from locations at ANC including the passenger terminal buildings, the parking facilities, and other locations as may be described by the State at ANC.

T. Shuttle Bus Service Plan: Written instructions, rules, and conditions detailing operation and management of the Shuttle Bus Service required under Article XII (SHUTTLE BUS MANAGEMENT AND OPERATIONS).

U. Valet Parking Service: This service is not available at ANC. 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 all documents generated in the solicitation, competition and award of this Agreement, including but not limited to the terms of the Request for Proposals, submissions made thereto such as the Operations Manual, Transition and Start Up Plan, Shuttle Bus Service 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 \_\_\_\_ July 1\_\_\_\_\_, 2025 and ending June 30, 2030 (Base Term).

B. Within thirty (30) days before July 1, 2030\_\_\_\_\_, the contractor may request an extension of this Agreement term until June 30, \_2031\_\_\_\_\_. The State may grant or deny the request in its sole discretion, and subject to review or concurrence by the FAA under 49 CFR 23.75.

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**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: The right and obligation, subject to direction by the State, to manage and operate the parking facilities in an efficient manner to ensure quality service and effective control, and to use Office space in connection with the management and operation of the Parking Facilities, and provide, manage, operate and maintain a Shuttle Bus Service, if any. These rights and obligations are to be performed in an efficient and professional manner to ensure quality service and effective revenue control.

B. General Rights:

1. 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.

2. 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.

3. 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 regard 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:

1. 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 other than those specifically granted under this Agreement, if any.

2. 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, approved by 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. Questions and/or disputes that 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.



3. 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 ANC, either directly or indirectly, in connection with any other production, promotion service or publication without the prior written consent of the State.

4. 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.

5. 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.

6. 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.

7. If deemed by the State to be necessary, the contractor will operate future public Parking Facilities on ANC only as directed by the State by written amendment(s) to this Agreement.

8. Contractor shall not clear, excavate, core, or fill land or construct, install, remodel, remove, or demolish temporary or permanent improvements without first obtaining an airport building permit under 17 AAC 42.280.

9. 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:

The State may elect to have the contractor conduct purchases on behalf of the State at either ANC for capital improvements or equipment subject to prior agreement with the State, including terms of finance or reimbursement, related to PARCS, revenue control devices, and related communications systems (Article XI(B)), premises alterations (Article XV), and various equipment (Article XVI) associated with the parking and shuttle bus duties described herein.

At ANC, 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 ANC, 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 State will deliver the Premises, as defined above, to the contractor on July 15, 2025. The operator accepts the Premises in their 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

B. If any new parking garages or parking areas are constructed within the Airport boundaries during the Agreement Term, the new garages or parking areas, or any portion of the garages or 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. 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 garage or parking areas added to the Premises.

C. Without limiting the scope of the State's reserved right to decide whether to add any portion of a new parking garage or parking areas to the Premises, the State may decide, in its sole discretion, not to add the new garages or 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 garage or parking areas and would not be entitled to any additional compensation as a result of the additional gross revenues or obligation 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 July 15, 2025, 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**

##### **PERFORMANCE BOND & LIQUIDATED DAMAGES**

A. Performance Bond: By July 15, 2025, the contractor will submit a performance bond to guarantee performance of all obligations and payment of all sums due under this Agreement. The amount of the performance bond shall be in an amount of six million two hundred and fifty thousand dollars (\$6,250,000.00). The contractor will keep a performance bond in at least that amount throughout the term of this Agreement.

1. The State may increase or revise the amount of the performance bond by written demand. The State will base any such increase or revision on reasonable and justifiable grounds.

2. The State will accept a bond in the form of a cash deposit, a time certificate of deposit, a performance bond, an annual renewable bond, or an irrevocable letter of credit, all subject to State approval.

3. The State will base its approval of the form of bond on certainty of the assurance that the contractor's failure to make timely payments or comply with any requirement of the Agreement will readily allow the State to attach and collect the full amount of the bond.

B. Release of Bond: The State will release the bond only by written authorization after the contractor has met all Agreement obligations. Cancellation or expiration of this Agreement does not constitute release or discharge of the bond.

C. 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.

1. Lost Tickets: Lost tickets will result in 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 automobile count.

2. Closure Damages: The State may assess the contractor a daily fee for every unauthorized 24-hour period of closure at either or both ANC. The fee 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.

3. Penalties for Violation of Article XII (Shuttle Bus Management and Operations), Article XIV (Books, Records, Accounting and Audit) and Article XVII (Personnel):

The State will assess liquidated damages in an amount not to exceed five hundred dollars (\$500.00) per day per occurrence for failure to comply with the requirements of:

- a. Article XII (SHUTTLE BUS MANAGEMENT AND OPERATIONS) Section A. (General), Section B. (Shuttle Bus Service Plan), Section D. (Maintenance and Repair), Section E. (Performance Standards),
- b. Article XIV (BOOKS, RECORDS, ACCOUNTING AND AUDIT) (except for lost tickets as noted above); and
- c. Article XVII (PERSONNEL).

At ANC, the State will withhold liquidated damages from the contractor's expense reimbursement under Article VIII (ANC Management Fee);

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, depending on the location of the problem or compliance issue. 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. 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. 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 by email or hand-delivery 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.

## **ARTICLE VIII**

### **ANC MANAGEMENT FEE**

Fee provisions associated with the ANC parking operations will consist of two primary components: (1) a management fee paid to contractor and (2) expense reimbursement. This arrangement, and associated specific accounting requirements, are more fully described below.

- A. Management Fee: The State will pay the contractor a monthly management fee for its operations at ANC. The management fee will be two percent (2%) of the monthly 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 thirtieth (30th) day after the State receives the contractor's monthly activity report.
- B. Monthly Certified Activity Report: contractor will submit a monthly certified activity report of all Gross Revenues collected during the preceding calendar month. Each report must reflect the total revenue generated by the Parking Facilities by rate class, ticket count and payment type, as well as to specify revenue generated by each pay-for-parking location (e.g., for example, short-term parking garage, long-term, pre-pay, North Terminal lot and the Park, Ride & Fly lot). This report will include a summary of operating expenses for the Parking Facilities and Shuttle Bus Services 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 will include credit for employee benefits collected from the State but not paid to the employee if the employee was terminated prior to eligibility of benefits. The certified activity report must also reflect free parking validations and discounted parking rates, if any.
- C. Operating Expense Reimbursement: The contractor will pay all costs and expenses connected with the Parking Facilities when due. The Contractor will submit a written report to the State by the tenth (10th) day of each month, listing all expenses previously authorized in accordance with Sections C and D of this Article that were incurred and paid in the operation of the Parking Facilities and Shuttle Bus Service for the preceding month. The State will process reimbursements and pay approved costs on or before the thirtieth (30th) day after the State receives the contractor's monthly activity report.
- D. Annual Budgets: The contractor will prepare a detailed annual budget, broken out by month, covering the anticipated Parking Facilities and Shuttle Bus Service operating expenses for the period of July 1, 2025 through June 30, 2026, 12 months, for the first year, July 1, 2026 through June 30, 2027 for the second year, and each succeeding July 1 through June 1 according to the State's fiscal year.

1. The budget for the first year shall not exceed \$2,200,000.00 dollars and for the second year shall not exceed \$2,200,00.00 dollars and must be submitted in its final form, to the State no later than July 1, 2025. The final budget must reflect the Proforma submitted during the Request for Proposal process.
2. The contractor may request incremental inflationary increases in the annual budget, starting year three (3), July 1, 2027. The increase must be identified and justified in the annual budget for review and

approval by the State.

3. The annual budget for year three (3) and each succeeding year must be submitted to the State for review and approval, no later than October 15 of the previous year. The budget for year three (3) starting July 1, 2027 through June 30, 2028 is due no later than October 15, 2026.
4. The annual budget, broken out by month, will include all expenses the contractor anticipates in the normal operation of the Parking Facilities and Shuttle Bus Service, 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.
5. The annual budget will include the following elements: cashiering, management, security, utilities, supplies, routine maintenance, structural maintenance, snow removal, elevator/PARCS maintenance, and other expenses. The State may add or remove particular elements at its discretion, or as mutually agreed.
6. The annual budget will exclude the following items that the contractor will provide at its own expense:
  - a. All licenses, permits, fees, and business taxes necessary to conduct business.
  - b. Headquarters (contractor home office) costs and expenses of legal, administrative, bookkeeping, executive personnel and company officials.
  - c. The cost of insurance (including Worker's Compensation) and bond coverage required by this Agreement, including insurance deductibles.
  - d. Cost of repairs for damages caused by negligence or omissions of the contractor.
  - e. Travel accommodations and professional membership for the contractor.
  - f. Funds needed for a cashier's change bank.
  - g. Charitable or political contributions.
  - h. Amounts due to the State because of cashier shortages, lost, stolen or unaccounted-for funds.
  - i. NSF checks and/or IOU amounts resulting from failure to use proper procedures.
  - j. Any liquidated damages allowed to the State under this Agreement.
7. The contractor will include in the Annual Budget an amount sufficient to cover impound charges for each year of the Agreement Term.

I

E. Reports:

1. Daily: 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.

- 
2. Weekly: On the first business day of the week, provide a report of vehicles parked in South Terminal employee lot to audit for potential overstay. This report will include the type of vehicle, plate number and state of issuance, start date and time of first being recorded in the lot, end date and time of last inventory audit by contractor and total length of stay.
3. Monthly: The contractor must submit to the State the following monthly reports by the 20th day of each month:
- a. A summary of parking and shuttle bus 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. The shuttle bus activity will include number of passengers carried for the month, summarized by each day of the month.
  - b. A report of new hires and/or terminations during the preceding month. This report will include employee's name, hire date, termination date, rate of pay, monthly and year-to-date earnings; and for terminated employees, an indication that the employee was or was not eligible for benefits.
  - c. The contractor will prepare and submit monthly budgets to the State no later than the twenty-fifth (25th) 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.
4. 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 and Shuttle Bus Services. The format of the annual report is subject to the State's approval.

All budgets, invoices, activity reports, etc., will be hand delivered, mailed, or emailed to:  
Mail - Ted Stevens Anchorage International Airport (c/o Airport Operations),  
P.O. Box 196960, Anchorage, Alaska 99519-6960.

Hand delivery - ANC North Terminal, room NA203  
Email – dot.aia.ops.landside@alaska.gov

- F. Overtime Reimbursement: No employee overtime payment in excess of any amount approved in advance by the State will be reimbursed by the State unless and until the contractor submits a satisfactory written justification of actual overtime payments and the State approves the employee overtime.
- G. Benefit Reimbursement: The contractor will reimburse the State for accrued employee benefits (i.e. holiday, vacation, health insurance, etc.) not paid to employees if termination was prior to the employee being eligible for the benefit.
- H. 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.

- I. 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.
- J. 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 budget will be considered adopted.
- K. Gross Revenues are Public Funds. 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 International 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.
- L. 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 International Airport Revenue Fund. The contractor will submit payments and deposits free from any claim, demand, setoff, or counterclaim of any kind against the State.
- M. Taxes: As a reimbursable expense under this Agreement, the contractor will pay all taxes of which lawfully may be levied or charged upon the Airport, 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 Municipality of Anchorage 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.
- N. 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.

O. **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 IX**

##### **Removed**

#### **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.

B. **Parking Rates:** The rates and maximum allowable length of stay for vehicles parked will be as follows, i.e. unless changed in accordance with Section A of this article:

1. **Parking Rates at ANC:**

**South Terminal Short Term (Parking Garage):**

First 30 minutes - No charge

31 minutes to 1 hour - \$3.00

1 to 2 hours - \$6.00

2 to 3 hours - \$10.00

3 to 4 hours - \$13.00



4 to 5 hours - \$14.00

5 to 24 hours - \$16.00

Lost ticket Fee - \$16.00

15-day maximum stay

South Terminal Long Term Lot:

First 30 minutes – No charge

31 minutes to 1 hour - \$2.00

1 to 2 hours - \$5.00

2 to 3 hours - \$9.00

3 to 4 hours - \$11.00

4 to 24 hours - \$13.00

Lost ticket Fee - \$13.00

90-day maximum stay

North (International) Terminal Short Term Lot:

First 30 minutes – No charge

31 minutes to 1 hour - \$3.00

1 to 2 hours - \$5.00

Daily - \$9.00

2 to 3 hours - \$8.00

Weekly - \$40.00

3 to 4 hours - \$11.00

Monthly - \$100.00

4 to 24 hours - \$13.00

Lost ticket Fee - \$9.00

Lost ticket Fee - \$13.00

90-day maximum stay

15-day maximum stay

Park, Ride, & Fly Long Term Lot:

Aircraft Transient Parking Lake Hood: Daily - \$10.00

C. Hours of Operation:

1. At ANC, maintain the Parking Facilities operations, open for service twenty-four (24) hours per day, seven (7) days per week.
  - a. By \_\_\_\_ July 1, 2025\_\_\_\_\_, the contractor will prepare a schedule of operating hours and submit it to the Airport Manager for approval.
  - b. Any revision of the schedule of operating hours is subject to prior approval of the Airport Manager whose approval or disapproval will be based on serving the needs of the traveling public.
  - c. If the contractor is able to demonstrate with supporting data that operating the Parking Facilities to serve all scheduled passenger flights is not profitable or economically feasible and is not in the best interest of the State, the contractor may request a waiver of the requirement to meet all scheduled flights. The contractor will adhere to the schedule of operating hours approved by the Airport Manager.

## **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:

1. Operate the Parking Facilities in accordance with the highest standards and practices of the automobile parking trade;
2. Conduct its operations in an orderly and courteous manner, so as not to offend customers, patrons, employees and/or tenants of the Airport;
3. As necessary or required to meet specified ANC duties below, provide and maintain sufficient materials, supplies, merchandise, and equipment to ensure a high standard of parking service;
4. Participate in a loyalty or promotional program in partnership with the State and the participating airlines/concessions companies.

### **B. General Contractor Duties Applicable to ANC:**

1. Duty to Maintain Clean, Safe, and Sanitary Premises: The Premises will be maintained 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 Field Maintenance will assist the contractor in disposal of all collected trash.
2. Special Events/Public Functions Support: In the event of special events or public functions, the contractor agrees to provide trained attendants to direct traffic and to assist the public if necessary.

3. 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 the contractor's insurance, the contractor will bear all costs of repair or replacement. Such costs incurred by the contractor are not reimbursable under this Agreement.

4. 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.

5. Automobile Impoundment, Towing and Booting:

The contractor will perform the following:

a. 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.). 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 Airport/Landside Operations at ANC.

b. 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. All such procedures and fees must be outlined in the Operations Manual and are subject to the review of the Airport Manager to highlight operational or procedural differences, if any, in the methods or charges applied or used.

c. The contractor is authorized to collect parking charges at the then-current parking rates 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.

d. The contractor will advise ANC Landside Operations, 907-310-3101, dot.aia.ops.landside@alaska.gov, of all vehicles that appear to be abandoned.

6. Emergencies:

In responding to an emergency situation, the contractor will exercise the judgment of a prudent and professional parking facility operator, 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, as soon as practical, the Airport Police and Fire, 907-266-2411. The contractor will notify the Airport Manager in writing within twenty-four (24) hours describing the emergency and action or actions taken. 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.

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7. Tickets and Receipts and Payment:

- a. Each automobile entering the Parking Facilities will be issued a ticket and will be charged for parking space use.
- b. A receipt must be offered to each customer for each transaction.
- c. The contractor will only accept credit or debit cards or bill customers for fees due if it so desires.

8. Use of Parking and Revenue Control System:

- a. The contractor at ANC will purchase and use only the PARCS, revenue control devices, and related communications systems which have been agreed to by the State.
- b. The State may elect to use a new PARCS system during the term of this Agreement. In such event, the contractor would purchase the system for ANC. 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 State.

C. Contractor Responsibility and Maintenance at ANC:

1. Exterior Property Maintenance & Repair:

- a. The contractor will monitor the condition of, and maintain, the necessary cashier booths, entrance and exit gate equipment, ticket dispensers, cash registers, point-of-sale equipment, signs (illuminated or otherwise), office equipment, and any other equipment determined by the State. Electrical maintenance or repairs to the above equipment may be performed by the State with assistance from the Operator.
- b. The contractor will be responsible to sweep all garage stairwells and clean all associated handrails not less than three (3) times per week.
- c. The contractor will replace any burned out light bulbs in their assigned surface lots, parking garage, office space and tollbooths. The State will replace all light bulbs that are above ten (10) feet in the surface lots. 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 Airfield Maintenance and/or Facilities Sections.
- d. The contractor will maintain and replace as necessary, an intercom system to enable communications between the tollbooths and the Parking Office Building. If the contractor determines that it is cost prohibitive to provide an intercom system for certain tollbooths, the contractor will use an alternative communication source (e.g. telephone, mobile radio, etc.) to ensure all tollbooths occupied with an attendant are capable of communicating with the on-duty supervisor and/or manager at all times.
- e. The contractor shall immediately report to the State any structural damages found in the parking garage, Parking Office Building, and/or tollbooths.

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- f. The contractor shall provide and pay for a telephone system for the Parking Office Building and other communication systems necessary to perform the obligations of this Agreement. The telephone service 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. ANC will reimburse the contractor for all such payments in association/accordance with the Agreement.
2. Administrative Area Responsibilities for the Office, Tollbooths and Shuttle Bus Shacks:
- a. The contractor is responsible for providing janitorial, cleaning and snow removal for the assigned Parking Office Building and tollbooths. Areas will be cleaned daily and commensurate with traffic and assigned functions. Snow that is piled by the contractor will be removed by the State. The contractor is responsible for coordinating with Airport Field Maintenance and/or Airport Facilities for the snow removal assistance.
- b. The contractor is responsible for maintaining the interior surface coating and paint for the Parking Office Building. The Contractor will paint the interior of the Parking Office Building not less than once every two (2) years. Paint color changes require State approval.
- c. The contractor is responsible for maintaining and repairing the carpet in the Parking Office Building, and if deemed necessary by the State, will replace this carpet and pad with a commercial-grade carpet of equal or better quality than the current carpet was when new.
- d. The contractor is responsible for maintaining the floor covering in the tollbooths and, if deemed necessary by the State, will replace them with equal or better quality floor covering than the current floor covering was when new.
- e. Throughout each year, the contractor is responsible for washing windows in the Parking Office Building, shuttle bus shacks and tollbooths, both inside and outside as needed, and/or as deemed necessary by the State.
- f. The contractor is responsible for the maintenance, repair and replacement of all windows for the Parking Office Building and tollbooths. Windows with broken glass will be reported to Airport Facilities for replacement within forty-eight (48) hours or sooner if necessary, because of safety or security issues.
- g. The contractor is responsible for to report to Airport Facilities the need for maintenance, repair, or replacement of light bulbs, ballasts, fixtures and lamps in the Parking Office Building, tollbooths, and shuttle bus shacks. Electrical systems therein are the State's responsibility.
- h. The contractor is responsible for maintaining, repairing and replacing the intercom system used for communications between the Parking Office Building, tollbooths, and ticket dispenser lanes.
- i. The contractor is responsible for maintaining, repairing and replacing, as needed, kitchen and break-room area appliances (e.g. microwaves, refrigerators, stoves, etc.) in the Parking Office Building.

- j. The contractor is responsible to report to Airport Facilities the need for maintenance, repair, or, if necessary, replacement, of doors and door hardware on the Parking Office Building, tollbooths, and shuttle bus shacks.
- k. The contractor is responsible for repair and replacement of locks for the Parking Office Building and tollbooths as needed and shall comply with the State's lock system specifications which will be provided by the State.
- l. The contractor is responsible to report to Airport Facilities the need for maintenance, repair and replacement of fire extinguishers and smoke detectors in the Parking Office Building and tollbooths.
- m. The contractor is responsible for maintaining, repairing and replacing all furniture in the Parking Office Building and tollbooths as needed.
- n. The contractor will immediately report any problems or potential problems with the HVAC, plumbing or electrical systems to Airport Facilities.
- o. The contractor is responsible to report to Airport Facilities the need for maintenance and repair of the heating systems in the shuttle bus shacks.
- p. The contractor shall obtain prior written approval of the State prior to purchasing and/or replacing furniture, appliances, windows, floor coverings, paint, doors, or other hardware. The contractor shall obtain an approved Airport Building Permit following the procedures in 17 AAC 42.280 and any associated Airport rules, regulations or policies.

D. The contractor must obtain written approval from the State prior to applying for any government monies related to ANC management operations of the Parking Facilities.

E. Operations Manual: By July 15, 2025, the contractor will submit an Operations Manual regarding the revenue control system and the day-to-day operations for State approval.

The Operations Manual submitted under this section will be based on the Operations Manual submitted by the contractor with its Proposal. The State reserves the right to change the Operations Manual as it sees fit throughout the Agreement Term. The State has the right to select, approve, reject, or modify any Operations Manual to be used in connection with the revenue control system or the day-to-day operations for the Parking Facilities. 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.

If the Airport Manager or their designee determine there are any inconsistencies between the Operations Manual and this Agreement, the provisions of this Agreement governs.

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

G. Parking Lot Inspection and Monitoring:

1. Parking Lot Inspection and Monitoring: The contractor shall submit a Parking Lot Inspection and

Monitoring Plan to the State. If contracted by the contractor, any security subcontracts are subject to review and approval by the Airport Security Coordinator and/or Chief of Airport Police prior to any professional security guards performing any services at the Airport.

2. Parking Lot Patrols: The contractor is responsible to report any known or suspected potential for vandalism and theft. At ANC, the contractor shall provide random patrols in all public parking they are responsible for on the Premises. At ANC, if suspicious activity, criminal activity, an accident, or unsafe conditions are observed, the contractor shall immediately notify and brief Airport Police personnel and adhere to instructions from them. Under no circumstance shall the contractor attempt to arrest or detain individuals.

3. Professional Security Service: At the start of this Agreement, the State does not require the contractor to hire a professional security service. The Airport Police will serve as sufficient security until/unless otherwise directed by the Airport Manager.

H. ANC Daily Inventory: The contractor will physically inventory all automobiles in the ANC public Parking Facilities each night, beginning after midnight. The State may assess and, if assessed, the Operator 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."

J. 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 SHUTTLE BUS MANAGEMENT AND OPERATIONS

### A. General:

1. The State of Alaska has a fleet of five shuttle buses, each of which can seat no more than fourteen (14) passengers, including two wheelchair stations. At least three shuttle buses will be made available to the contractor for day-to-day operations, with the remaining two as backup depending on operational demands. The technical specifications for these shuttle buses are attached hereto as Exhibit \_\_\_\_\_. The State reserves the right at its sole discretion to replace or refurbish each shuttle bus with new shuttle buses during either the Base Term or Extended Term.

2. The contractor shall manage and operate the Airport Shuttle Bus Service, 365 days per year, twenty-four (24) hours per day beginning on July 15, 2025. The Shuttle Bus Service shall provide the transport of customers, employees, patrons and the general public between designated parking areas and the terminals as directed by the State. The initial pick-up points and minimum shuttle bus route requirements are identified in Section E, Performance Standards, of this Article. These pick-up points and minimum shuttle bus route requirements are subject to change as determined by the State at its sole discretion. The contractor shall operate a temporary fleet minimum of three (3) buses owned and maintained by the State. All operational costs/expenses incurred by the contractor for the shuttle bus operations are to be considered as reimbursable by the State.

3. The contractor shall maintain a log showing daily passenger counts in ten (10) minute increments (each route trip). The number of passengers for each lot shall be recorded separately, e.g. North Terminal employee, South Terminal employee, South Terminal long-term public, Park/Ride/Fly long-term public, North Terminal short-term public, and South Terminal short-term public (garage). A hard copy of a monthly report showing each day's passenger count and monthly totals and an electronic copy (e-mail) shall be available upon request by the State. This report should be submitted in a spreadsheet format such as Excel. The contractor may be required to change the reporting format during the Agreement Term, or to provide additional reports that the State determines are necessary.

4. The State, by its officers, employees, agents, representatives, and contractor's, has the right of access to the Shuttle Bus Services at all times for the purpose of inspecting the buses and ensuring the Shuttle Bus Services are being performed in accordance with this Plan.

**B. Shuttle Bus Service Plan:**

1. By July 1, 2025, the contractor will submit a Shuttle Bus Service Plan (Plan) regarding the Shuttle Bus Service day-to-day operations for State approval. The Plan submitted under this Section will be based on the Plan submitted by the contractor with its Proposal. The Plan shall include specific details about the contractor's Shuttle Bus Service, including, without limitation, routes, frequency of runs, peak (including holidays and employee shift changes) and off-peak requirements, loading and unloading curb requirements, personnel and their qualifications, training, and any other relevant information.

2. The State, in its sole discretion, shall have the right to approve or require modifications to the Plan. The contractor agrees to comply with any modifications to its Plan, as may be modified by the State, in its operation and management of the Shuttle Bus Services at the Airport.

3. Prior to any operational changes throughout the Agreement Term, the contractor may request modifications to the Plan by submitting the proposed modifications to the State in writing. The State shall have the same rights as set forth prior to any subsequent modifications. Throughout the Agreement Term, the State may require reasonable changes to the contractor's management and operation of the Shuttle Bus Services at the Airport and the contractor agrees to abide by such required changes and add them to its Plan.

**D. Maintenance and Repair:**

1. The State will maintain the shuttle buses. The contractor will notify the Airport of known maintenance problems and will cooperate with the State in making the vehicles available for scheduled repairs.
2. The contractor will be responsible to perform day-to-day routine maintenance and safety pre-inspections to include: (1) check oil and fluid levels, wheelchair lifts, lights, tire pressure, camcorder, interior sweeping/trash removal, and mirrors before beginning operations.
3. The contractor is responsible for refueling the shuttle buses. A State provided refueling station is available on the secure portion of the airport for contractor use. Fuel is supplied by the State for shuttle buses at no charge to the contractor.
4. The contractor shall maintain the exterior of the buses. During the non-freezing season, the contractor shall wash the exterior of the shuttle buses not less than once per week. At all other times, the buses shall be



washed not less than twice per month. The contractor will wash the shuttle buses at any other time, as conducive to outside weather conditions, and as requested by the State. A State provided wash rack is available for contractor use on the secure portion of the airport.

5. The contractor shall maintain the interior of the buses. The buses shall be swept at the end of each shift and cleaned (seats and luggage racks wiped and windows cleaned) daily.
5. The State will provide storage area(s) for shuttle buses that are not in service. The contractor shall be responsible for providing parking area for the shuttle buses in service.
6. The buses shall not contain any advertising on the interior or exterior, other than approved signage indicating its status (e.g. North Terminal), unless for the State's benefit, approved in writing by the State, and subject to the State's sole discretion.
7. All communication, to include ADA requirements, and driver monitoring systems in shuttle buses must be installed and maintained by the contractor.

E. Performance Standards:

1. No more than fifteen (15) minutes shall expire from the time a customer either appears at a pick-up point or places a phone call (depending on whether the stop point is a standard pick-up point or a call on-demand pick-up point) to the time a bus picks up that customer except under circumstances where disruption of service cannot reasonably be sustained by the contractor, and/or as determined in the sole discretion of the State.
2. The initial pick-up points for this Agreement are as follows:
  - a. Stop at the two (2) shuttle bus shacks in the South Terminal Employee Parking Lot-D.
  - b. Stop at the North Terminal Door 3 will run every 30 minutes from mid-May to mid-September and on demand when summoned via phone call from mid-September to mid-May. Scheduled dates to be determined every spring by Airport Landside Operations based on summer flight schedules.
  - c. One stop on the commercial curbside of the South Terminal.
  - d. Stops at the Alaska Aviation Heritage Museum are on-demand during normal business hours or as required by the State.
  - e. Stop at the Park, Ride & Fly Parking lot will run every fifteen (15) minutes to the South Terminal.
  - f. Stops at North Air Park for employees will be on-demand when summoned via phone call.
3. The State will provide written notification to the contractor's local manager of any additional stops that may be required during the Agreement Term.

4. If the State, in its sole discretion, determines that the contractor is not meeting the demands of the shuttle bus passengers as required under this Agreement, the State may require the contractor to operate more than three shuttle buses. Any additional expenses required by the State of the contractor to expand the Shuttle Bus Services must be approved in the contractor's budget or in writing by amendment/supplement.

5. The contractor agrees to allow the State at any time to inspect the buses and drivers to ensure acceptable appearance, competency, and ADA compliance.

F. Shuttle Bus Drivers:

1. The contractor shall employ a person as a driver or allow the person to drive in performance of this Agreement only if the person:

- a. Possesses a valid Alaska driver's license (ADL), with medical card.
- b. Has not more than two (2) moving traffic violations in any State (including bond forfeitures for failure to appear in court for the violations) during any period of thirty-six (36) months.
- c. Has never been convicted of driving under the Influence of (DUI) or a felony in any State.
- d. Is able to obtain an Airport Secure Identification Display Area (SIDA) badge. This access control badge is necessary for entering the secure area of the airport for washing and refueling vehicles.

2. The contractor must promptly report any shuttle bus driver's arrest for DUI while occurring on or off-duty during the Agreement Term and shall immediately suspend the driver from operating on Airport premises. Should the driver be found guilty of or pleads guilty (i.e. "no contest") to the DUI charge, the contractor shall not reinstate the driver or otherwise permit him/her to drive for the remainder of this Agreement Term (i.e. Base or Extended). Note: The contractor is responsible to ensure these stipulations are made known to and are a part of the employees "conditions of employment."

3. Drivers shall be customer-oriented and shall assist customers in loading and off-loading and shall assist with their baggage.

4. Drivers shall have thorough training in the use of the handicap access equipment and shall be able to properly and safely assist individuals who require the use of this equipment. The State may require the driver to demonstrate how to cycle the ADA equipment in an effort to ensure compliance with ADA guidelines.

5. The contractor shall train all drivers to perform their duties in a professional manner and issue them uniforms with appropriate identification badges to wear, while reflecting positively on the State and the contractor.

**ARTICLE XIII**  
**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:

1. 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;
2. 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;
3. 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:
  - a. "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."
  - b. "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 XIV** **BOOKS, RECORDS, ACCOUNTING AND AUDIT**

##### 1. Internal Controls Requirements

###### A. Process Overview and Flowchart:

- a. Process Description: The vendor must design and document an end-to-end process that starts at revenue capture and end with deposits, in the State's account(s). Please explain:
  - i. Revenue Capture: Collection at POW (cash, credit card, and other methods)
  - ii. Data Entry & Processing: Immediate logging and secure transmission of transaction data.
  - iii. Daily Transaction Summaries: Compilation and preliminary reconciliation of all transactions.
  - iv. Approval & Reconciliation: Independent review by designated reconciliation personnel.
  - v. Deposit Preparation & Transfer: Final verification and deposit into the appropriate account(s).
  - vi. Provide flowchart explaining the process visually.

###### B. Safeguards for Cash and Credit Card Payments

- 
- a. Cash Handling Controls
      - i. Physical controls (e.g., secure cash drawers, limited access areas).
      - ii. Regular audits and dual custody requirements for cash counting.
    - b. Credit Card Transaction Safeguards:
      - i. Compliance with PCI DSS standards.
      - ii. Encryption of cardholder data during transmission and storage.
      - iii. Restricted access to sensitive information based on role.
  - C. Roles, Responsibilities, and Data Access
    - a. Role Definition:
      - i. POS Operators: Collect and record transactions.
      - ii. Data Entry Personnel: Input and verify transaction data.
      - iii. Reconciliation Officers: Review and reconcile daily summaries.
      - iv. IT & Security Administrators: Manage system integrity and cybersecurity.
    - b. Access Controls:
      - i. Role-based access to systems.
      - ii. Audit trails to log any data modifications.
      - iii. Segregation of duties to prevent conflict of interest.
  - D. IT Administration & Cybersecurity
    - a. Cybersecurity Measures:
      - i. Firewalls, intrusion detection systems, and regular vulnerability assessments.
      - ii. Secure, encrypted channels for data transmission.
      - iii. Regular IT security audits and updates.
    - b. Funds Routing Assurance:
      - i. Automated checks to ensure funds are routed correctly.
      - ii. Exception reporting for transactions that deviate from expected routing paths.
  - E. PCI Compliance
    - a. Standards adherence:
      - i. The vendor must maintain full PCI DSS compliance for all credit card transactions.
      - ii. Regular PCI compliance audits with a designated compliance officer responsible for oversight.
      - iii. Submit to the State's annual audit of PCI DSS compliance.
    - b. Documentation & Reporting:
      - i. Detailed records of security policies, incident response plans, and audit outcomes must be maintained.
      - ii. The contractor will submit all records and reports required by this Article in terms of United States of America (USA) currency.
2. Payment and Deposit Systems Requirements
- A. POS Credit Card Processing Integration
    - i. State-Provided Devices:
      - 1. The vendor will interface with the State of Alaska's credit card processing devices at Ted Stevens Anchorage International Airport.
      - 2. All credit card transactions will be routed to the State's MID, with clear segregation from non-credit card sales.
  - B. Non-Credit Card Sales Management
    - i. System and Flow of Funds:
      - 1. If using in-house system for non-credit card transactions, the vendor must provide:
        - a. A detailed flow of funds description

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- b. A crosswalk diagram mapping the journey of funds from the POS to deposits in the State's account(s).
        2. Fees and Cost Transparency:
          - a. Outline any fees incurred by the vendor due to non-credit card processing.
          - b. Provide a detailed fee schedule and justification for costs.
      - C. Daily Reconciliation and Validation
        - i. Reconciliation Process:
          1. Establish clear procedures to reconcile daily transaction data from each kiosk/POS with deposited funds.
          2. Use automated and manual checks to verify accuracy.
        - ii. Documentation:
          1. Maintain detailed reconciliation records.
          2. Provide an Excel-based crosswalk that ties daily transactions to the daily/monthly deposit report.
        - iii. Walk-Through Requirement:
          1. The vendor shall offer a comprehensive walkthrough of the reconciliation process upon request.
    3. Additional Documentation & Audit Requirements
      - A. Detailed Walkthrough Documentation:
        - i. A step-by-step walkthrough, including process maps and control checkpoints, must be submitted.
      - B. Audit Trails and Reporting:
        - i. Maintain complete audit trails for all transactions.
        - ii. Generate monthly reports that detail:
          1. Daily transaction volumes.
          2. Reconciliation outcomes.
          3. Fee assessments.
          4. A crosswalk linking each transaction record to its corresponding deposit.
      - C. Independent Reviews:
        - i. The system shall be subject to periodic independent audits to verify compliance with internal controls and cybersecurity measures.
    4. Summary of Vendor Responsibilities
      - A. Internal Controls: ensure robust internal controls, including role-based access, segregation of duties, and secure transaction processing.
      - B. Safeguards: Implement physical and IT-based safeguards for all forms of payment.
      - C. PCI Compliance: Maintain and regularly verify adherence to PCI DSS standards for credit card transactions.
      - D. Reconciliation: Provide detailed documentation (including Excel crosswalks) and walkthroughs of the reconciliation process.
      - E. Documentation: Retain all parking tickets by day each month for one year or after year end audit, whichever is later. Storage space will be provided by the State.
      - F. Transparency: Clearly communicate fee structures and ensure full traceability of funds from POS to deposit.
    5. 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 and Shuttle Bus Services. 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 and Shuttle Bus Service Plan 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 ANC that contract for services with the contractor). The State, or its designee(s), shall have access to the above referenced records at all 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. One set of records will be kept for ANC, 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.

6. 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 ANC for ANC operations. If the contractor has approval 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 location on the Airport 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 thirty (30) days of the State's billing date. The State will provide a storage area off the Premises, at no cost to the contractor, to store tickets and other on-site records. The storage is limited to on-site records related to the respective Airport. 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 contract.

## **ARTICLE XV**

### **PREMISES ALTERATIONS**

#### **A. Alterations by State:**

1. The State reserves the right to construct additional parking areas/structures to accommodate parking

requirements at ANC. The State has the right to reconfigure public parking areas to be managed and operated by the contract. 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 contract.

2. 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 necessary for 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 XVI**

#### **STATE'S DUTIES**

The State will do the following:

- A. Provide cashier's booths, necessary entrance and exit gate equipment, ticket dispensers, gates, automobile detection and counting equipment, cash registers, and indicators in all parking lots and structures. Maintenance for the items listed in this paragraph will be shared by the State and contractor as determined by the State and described in the Operations Manual.
- B. Provide and maintain in good order and condition all drainage and lighting fixtures and furnish electricity for lighting of parking lots and parking structures.
- C. Maintain the parking lot surfaces (including painting and striping), the parking structures, perimeter fencing, chains and bollards, landscaping, and other fixed facilities necessary to the parking operations.
- D. Maintain the surface area pedestrian walkways and curbs within the Premises and bordering the perimeter of the Premises except for the walkway immediately surrounding the administration building and exit booths.
- E. Maintain and sweep the ANC parking garage, between and around parked cars.
- F. Sweep the surface lots.
- G. Remove and dispose of grease, oil drippings, stains, spills, and other foreign deposits.
- H. Clean the interior floor, walls and ceiling of the ANC parking garage.
- I. Cleaning and maintaining the drainage areas.
- J. Provide and repair the signage in the parking areas, including signage relating to the pricing.
- K. Crack sealing and patching the parking areas, and maintaining and repair of curbs, sidewalks, asphalt and concrete in the parking areas.

- L. Remove snow, drifting snow, slush, and ice from the Premise unless the contractor is required to do so in Article XI (Parking Management and Operations) sections C and D or by the terms of the Operations Manual.
- M. Provide Parking Building Office space for use by the contractor, as well as to provide suitable storage at ANC for supplies, tickets, tapes, and records the State requires the contractor to maintain.
- N. Approve all parking tickets in the Parking Facilities to be used by the contractor.
- O. The State will provide necessary parking-related equipment, i.e., hand-held units, computers, software and printers necessary for the parking operation's revenue control system and automobile audits.
- P. Provide a minimum of three shuttle buses and access to a State provided wash rack. The State will make fuel for shuttle buses available at the State refueling station on the secure portion of the airport. The State will supply all shuttle bus fuel at no cost to the contractor.

## **ARTICLE XVII**

### **PERSONNEL**

The contractor will employ and provide sufficient personnel to maintain the quality of service required by this Agreement. The Airport Manager, Airport Operations Manager, or designee has the sole authority to determine whether sufficient personnel are provided.

Specific employee requirements and general personnel rules are discussed below.

- A. General Manager: The contract shall at all times during the Agreement Term retain one qualified, competent and experienced full-time General Manager (hereinafter referred to as "manager") of its parking operations. The manager shall maintain an office in the Parking Office Building and shall be on-site at the airport during regular business hours excluding holidays, vacations and sickness. At all times a manager must be available for decision making within one hour of an incident or event. The contract shall provide the State with written notice within ten (10) days of the Effective Date indicating the name, business, home, pager and cellular telephone numbers, and business address for the manager. The manager will have no other duties beyond management of the Airport's Parking Facilities and Shuttle Bus Services. A qualified shift-supervisor will be in charge and available on the Premises during the manager's absence(s).

1. The State considers the manager position to be a vital component for the successful implementation of this Agreement; the highest level of stability is expected in this position. The State desires that the managers designated in the contract's proposal shall be a manager for a minimum of one (1) year from the Effective Date of the Agreement. In addition, the State requires that any new manager be interviewed by the ANC Manager or ANC Operations Manager.

2. 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 of such. Within twenty (20) 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. 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 (60) days elapse from the time the contractor receives notice from the State and complies hereafter under this Agreement.



3. 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. The contractor will control the conduct, demeanor, and appearance of its employees, training them to render courteous and efficient services to all parking patrons at the Airport.

C. The contractor will require its employees to be dressed neat and clean while wearing designated uniforms issued to them when on duty at the Airport.

D. 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 for ANC based employees will be reimbursed for the expense by the State. Results of the investigations will be kept in the employee's personnel file and available to the State upon request.

E. The contractor will not knowingly divert or cause to be diverted any business from the Parking Facilities and Shuttle Bus Service. 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.

F. 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.

## **ARTICLE XVIII**

### **INDEMNIFICATION AND INSURANCE**

**A. Indemnification:**

1. 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.

2. 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 "B" Plus or better insurance industry rating.

1. Commercial General Liability Insurance:

- a. 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.
- b. 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 policies of the contractor must:
  - i. name the State as an additional insured; and
  - ii. ensure that the State be notified at least thirty (30) days prior to any termination, cancellation, or material change in the insurance coverage.
- c. 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.
- d. 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.
- e. 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.

2. Garage Keeper's Liability Insurance: At ANC, as of the start of the Agreement Term, the State does not require the contractor to maintain a standard form of Garage Keeper's General Liability Insurance Policy because the Premises of the State are self-insured. The State at its sole discretion may elect to require the contractor to maintain the aforementioned insurance policy at a later time giving the contractor thirty (30) days prior written notice.

3. Commercial Crime Insurance: Contractor must obtain and maintain throughout the Agreement Term, an insurance policy or policies covering risks of loss by criminal acts such as employee dishonesty, fraud, and theft. The limit of liability will be not less than one hundred thousand dollars (\$100,000.00) covering gross receipts from operations of contractor's business on the Premises and will name the State as additional insured. 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 Shuttle Bus Service and will contain thirty (30) days prior written notice to the State of cancellation or material change.

4. 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 one hundred thousand dollars (\$100,000.00) 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 Shuttle Bus Service and will contain thirty (30) days prior written notice to the State of cancellation or material change.

5. Comprehensive Automobile Liability: contractor will obtain and maintain throughout the Agreement Term comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than three million dollars (\$3,000,000) per occurrence.

C. 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 Shuttle Bus Service 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. Worker's Compensation Insurance costs will be reimbursed by the State.

## **ARTICLE XIX**

### **TERMINATION**

#### **A. Termination:**

1. 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:
  - a. 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;
  - b. 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;
  - c. 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;

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- d. Failure of the contractor to account for and pay to the State any of the gross revenues the contractor owes to the State;
  - e. Failure of the contractor to pay any shortage when required by the State to do so;
  - f. Failure of the contractor to comply with the State approved operations manual or to perform any obligation of this Agreement;
  - g. 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.
2. 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.
  3. 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:
1. 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:
    - a. 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
    - b. 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.

**E. Transition at Termination, Cancellation, or Expiration:**

1. 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.
2. 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.
3. 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.

**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.
- B. Any proposed assignment or subcontract must be submitted to the State following the procedures in 17 AAC 42.260. 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 sub-contractor request denials under 17 AAC 42 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 between the incumbent Operators and the contractor. To accomplish an efficient transition, the contractor will do the following:

A. **Transition Plan:** Throughout the transition period leading up to July 15, 2025 the contractor will meet with the incumbent Operators and the State to insure a smooth transition. The contractor and incumbent Operators will submit a written transition plan to the State by July 7, 2025 that details the steps planned to insure a smooth transition on July 15, 2025. The plan must permit the contractor to begin substantial operation on the Premises by July 14, 2025. The plan must also provide that the incumbent Operators will completely vacate the Premises by no later than the end of the day on July 15, 2025. Once the State approves the plan, the contractor will diligently execute the transition plan and cooperate with the State and the incumbent Operators to carry out the plan.

The incumbent Operators may remove their furniture, fixtures and equipment from the Premises or sell them to the succeeding contractor. If the incumbent Operators do not sell or remove their furnishings, fixtures, and/or equipment by the close of business on July 15, 2025, the State may remove, sell, modify, or destroy the property.

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, an 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 contract communications under this Agreement to the ANC Operations Manager. Day-to-day operations questions may be directed to:

Landside Operations  
4600 Postmark Drive  
Anchorage, AK 99502  
907-310-3101  
[dot.aia.ops.landside@alaska.gov](mailto:dot.aia.ops.landside@alaska.gov)

**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. 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 of 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 AIAS under the provisions of 17 AAC 42.910 (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 ANC, 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 insure 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 operator at ANC as to services to be provided by respective tenants, contractors, or lessees, the State will decide which services may be provided by each tenant, contractor, or lessee. The contractor agrees to be bound by the decision of the State.

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 untenable, 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 untenable.

- 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 contractor s, 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 ten (10) 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 ANC MANAGEMENT FEE.
- 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 the 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 and Shuttle Bus Service 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, 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:
1. 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 ANC, 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 security requirements set out in 49 CFR Part 1542 and the ANC Airport Security Programs. The contractor will coordinate any Airport security matter with the ANC Airport Security Coordinator. The contractor will procure any required identification badges necessary for the contractor's operations authorized under this Agreement.
  3. 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 and Shuttle Bus Service 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:
1. 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 or otherwise under this Agreement.
  2. The State, by its officers, employees, agents, representatives, and contractor has the right, for the benefit of the contractor or others at the Airport, to maintain and operate existing and future utility systems at the Parking Facilities and to enter upon said Parking Facilities at any time to make repairs, alterations, and replacements deemed as necessary 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 ANC 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 the airport for airport purposes, or to the expenditure of federal funds or passenger facility charges for ANC improvements, maintenance, or development. Contractor shall abide by requirements of agreements entered into between ANC 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 ANC 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 ANC as a public entity. Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify, and hold harmless ANC, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against ANC as a result of any acts or omissions of contractor or its contractors or agents in violation of the ADA.

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## ATTACHMENT #4 MANAGEMENT FEE SUBMITTAL FORM

### Offeror's Management Fee Submittal Form

#### ANC Management Fee

The undersigned (individual, partnership, joint venture, corporation, or limited liability company) offers to enter into Parking Operations Agreement No. 2525H002 for the exclusive rights and responsibility for the daily operation and management of both pay and employees parking lots, which includes collecting parking revenue which will be directly deposited into an ANC Airport account, and the management and operation of the shuttle bus service.

For the rights and privileges granted under the Agreement, the Operator shall receive a percentage of the total gross revenues produced by ANC Airport public parking facilities. The Operator shall receive the percentage as offered below:

*The operator shall be compensated \_\_\_\_\_ percent (\_\_\_\_ %) of all gross revenues from the ANC Public Parking Facilities for each month during the term of the Parking Operations Agreement.*

The Percentage Fee indicated above represent the percentage of gross revenues that the State will pay to the Operator.

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## ATTACHMENT #5 SUBMITTAL FORM A – OFFEROR INFORMATION

### SUBMITTAL FORM A – OFFEROR INFORMATION

*Revised March 13, 2024*

#### PROJECT INFORMATION

RFP NUMBER: 2525H002

PROJECT NAME: Anchorage Airport Parking Operations

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#### 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?

☐ Yes ☐ 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





## ATTACHMENT #6 ALASKA BIDDER PREFERENCE CERTIFICATION

### AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: CLICK OR TAP HERE TO ENTER TEXT.

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veteran Preference:</b> 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.	
<u>1.</u>	<u>2.</u>
<u>3.</u>	<u>4.</u>
<u>5.</u>	<u>6.</u>

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 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 #7 SUBMITTAL FORM B – 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

## EXHIBITS FOR RFP # 2525H002

Exhibit A ANC Parking: Overall View

Exhibit B ANC Parking: Parking Lot Overview

Exhibit C ANC Parking: Parking Areas

Exhibit D ANC Parking: Shuttle Bus Route and Stops (South Terminal and North Terminals)

Exhibit E ANC Parking: Shuttle Bus Stops (North Airpark)

Exhibit F ANC Shuttle Bus Stops (Initial Pick-Up Points)

Exhibit G ANC Parking Space Summary

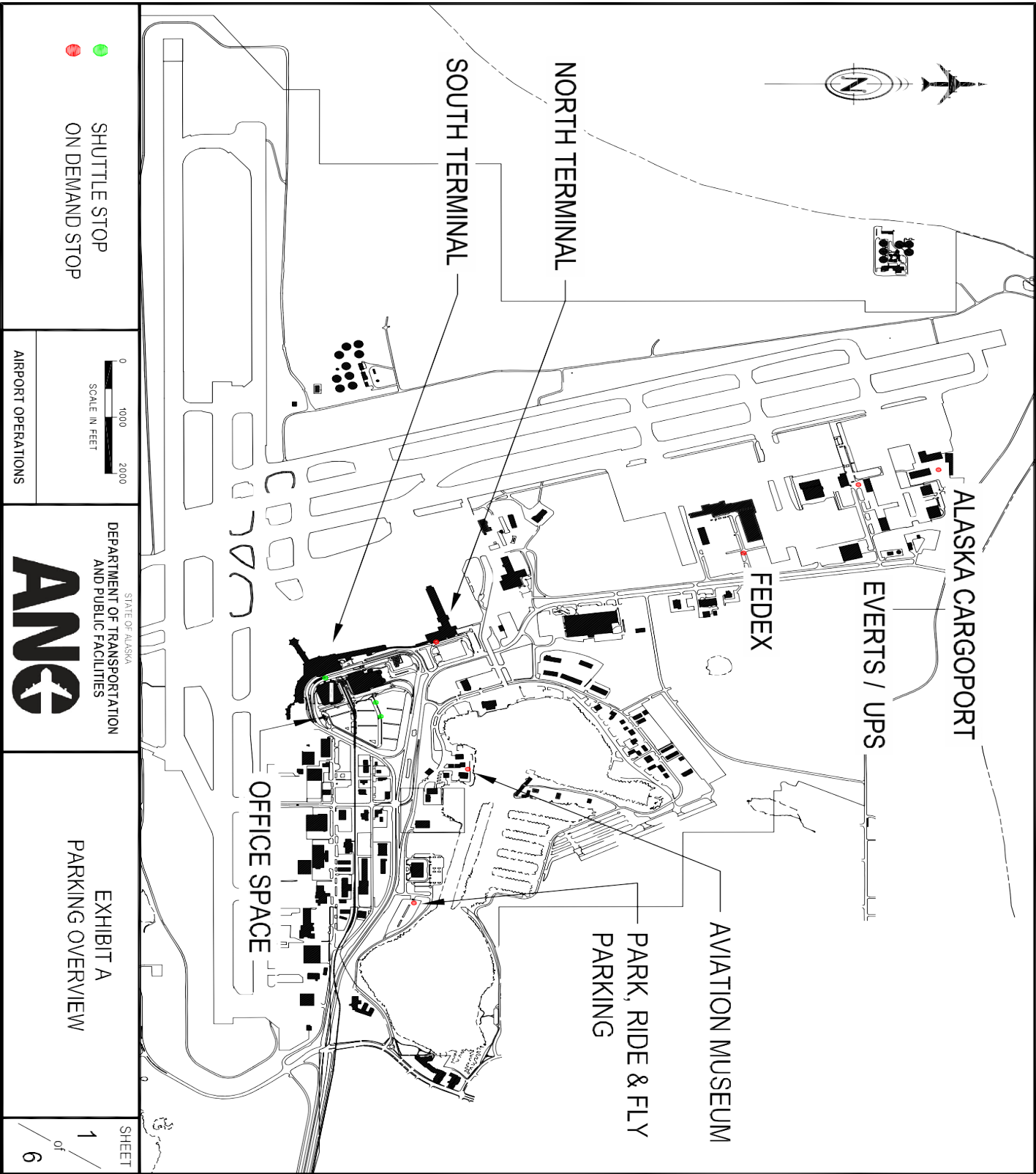
Exhibit H ANC Equipment Inventory

Exhibit I ANC Shuttle Bus Specifications

Exhibit J ANC Parking Facilities Gross Revenue and Enplanement Data

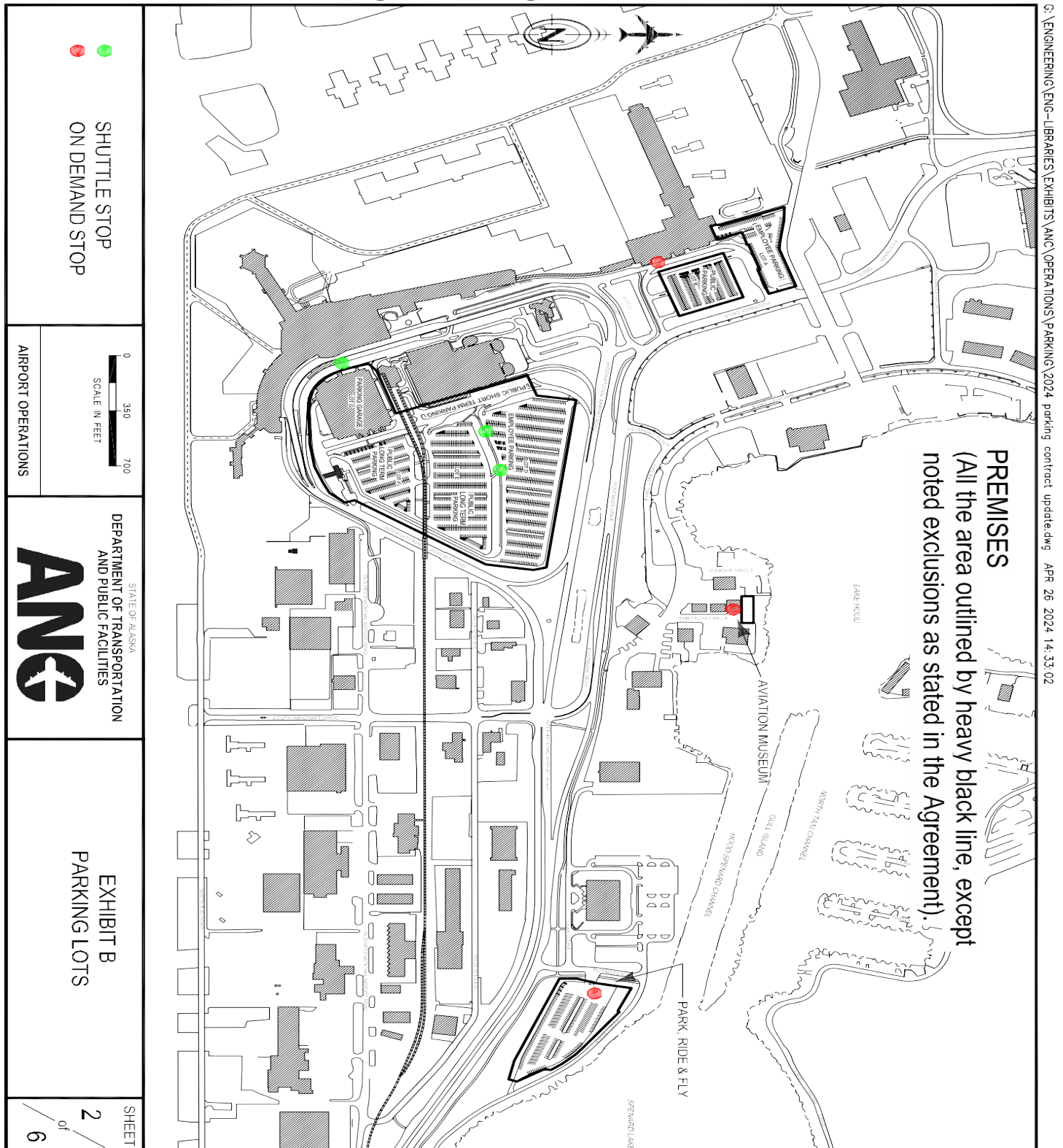
Exhibit K Aircraft Transient Parking Locations at Lake Hood

Exhibit A:ANC Parking: Overall View



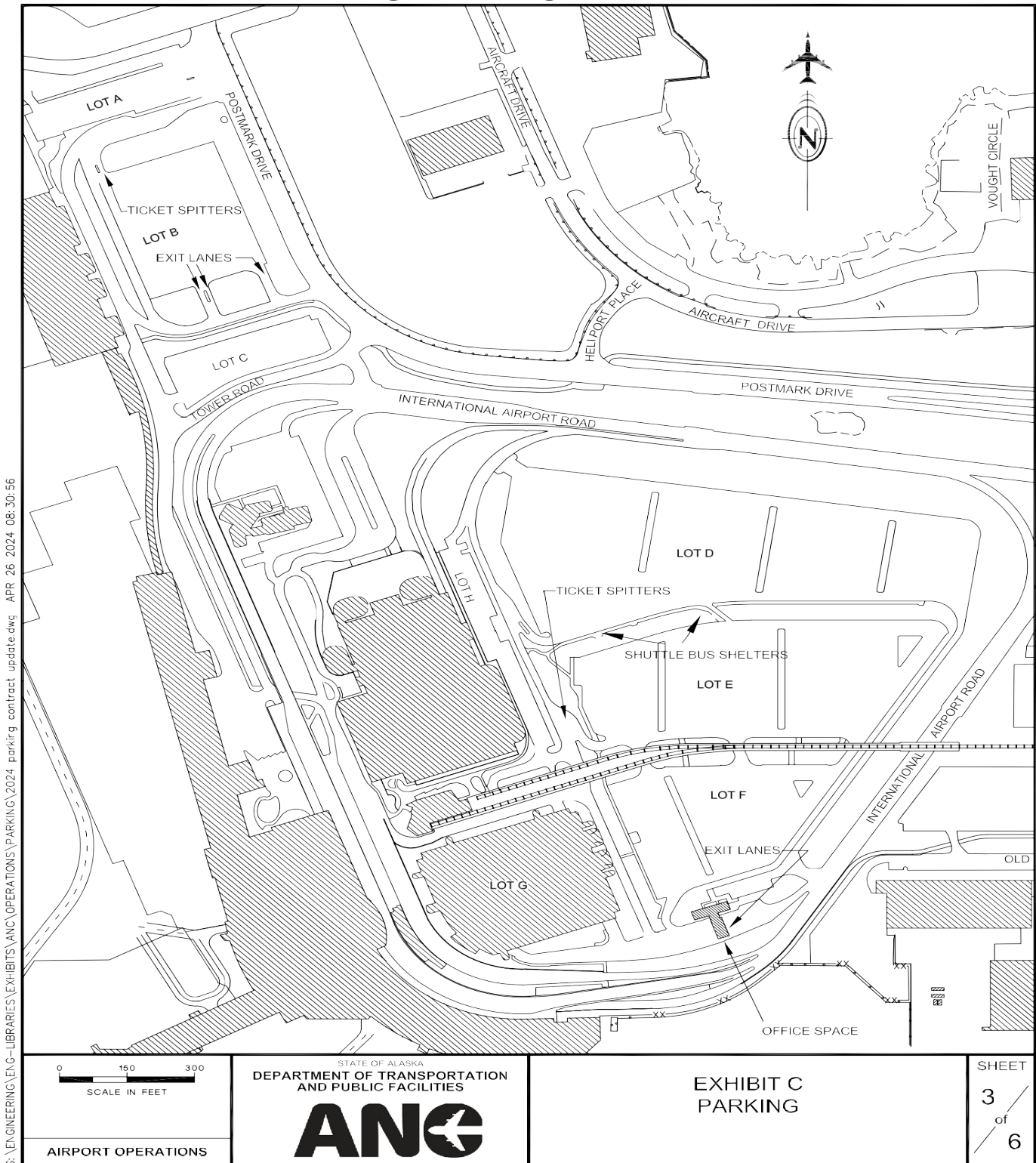
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## Exhibit B: ANC Parking: Parking Lot Overview

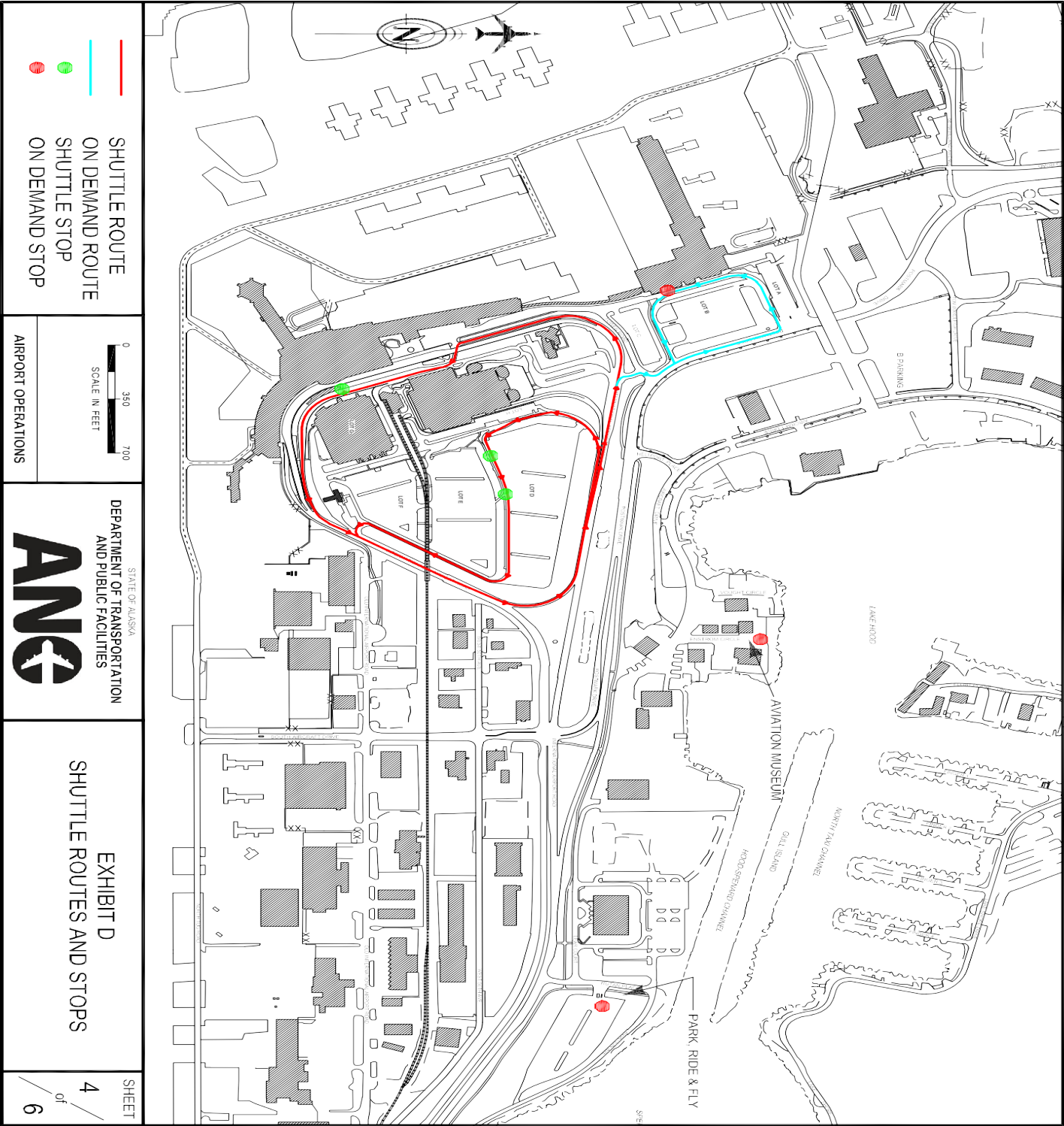




## Exhibit C: ANC Parking: Parking Areas

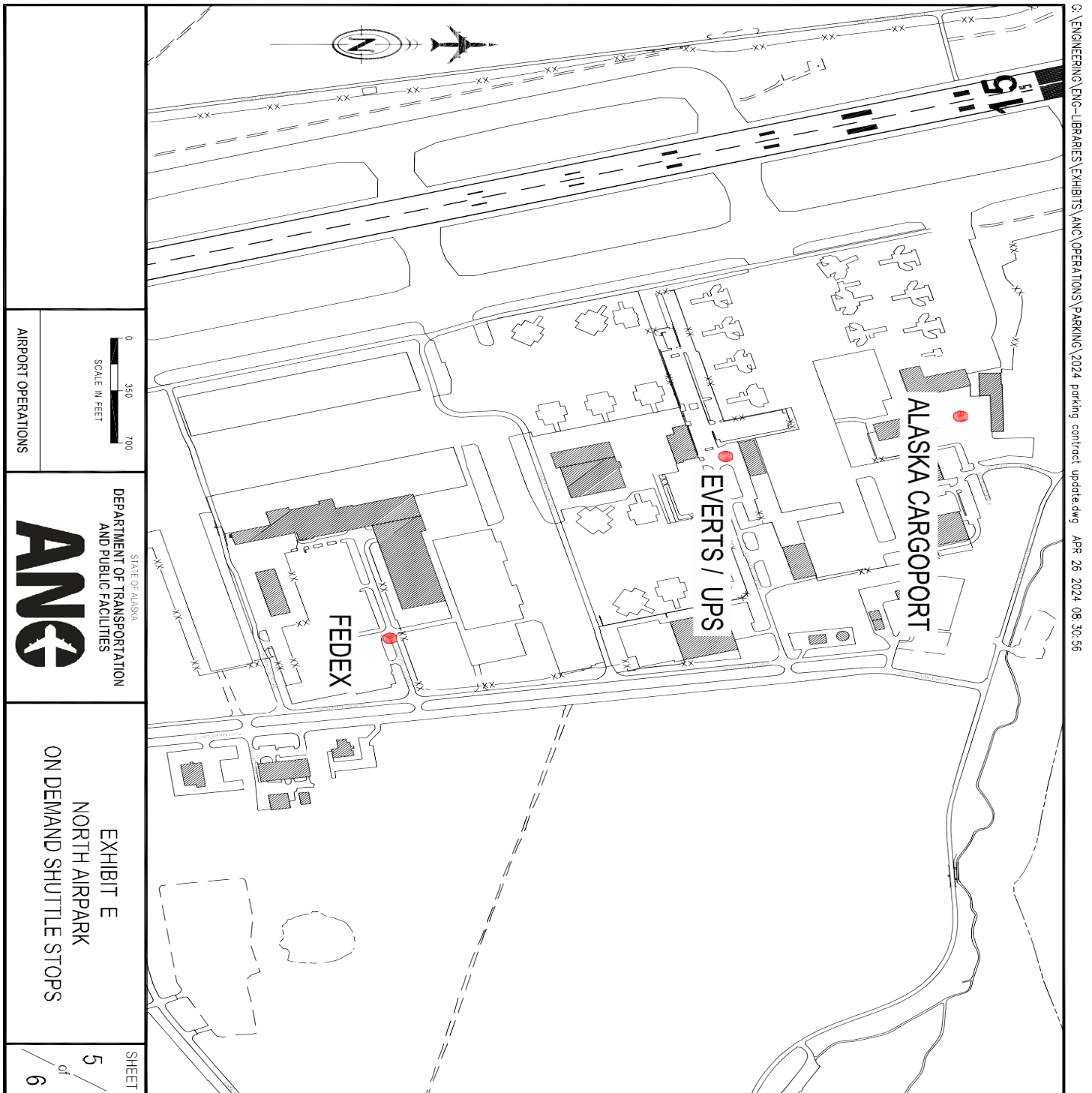


# Exhibit D: ANC Parking: Shuttle Bus Route and Stops (South Terminal and North Terminals)



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## Exhibit E: ANC Parking: Shuttle Bus Stops (North Airpark)



## EXHIBIT F: ANCHORAGE SHUTTLE BUS STOPS INITIAL PICK-UP POINTS

The requirements listed below, as shown on Exhibit E, are the minimum initial requirements and are subject to change at the sole discretion of the State (AIAS).

The initial pick-up points for this agreement are:

1. Travel the entire perimeter of the employee parking lot (i.e. inside Lot-D) at the South Terminal.
2. Two (2) routine shuttle bus stops (booths at the South Terminal Employee Parking Lot-D).
3. Two (2) flag stops, only when someone flags the shuttle. (at the South Terminal Employee Parking Lot-D)
4.
  - One (1) stop at the North Terminal curbside mid-May to mid-September.
  - One "on-demand" stop at the North Terminal curbside mid-September to mid-May
5. One (1) stop on the South Terminal commercial curbside.
6. One "on-demand" stop at the Alaska Aviation Heritage Museum (i.e. during business hours only).
7. One (1) "on-demand" stop at FedEx guard shack
8. One (1) "on-demand" stop at UPS guard shack
9. One (1) "on-demand" stop at Everts
10. One (1) "on-demand" stop at Atlas/Polar parking lot
11. One (1) "on-demand" shuttle bus stop at the Park, Ride & Fly Parking Lot for "customer pick-ups/drop-offs.

## Exhibit G: ANC Parking Space Summary

Description	05/07/2025
<b>Public Short Term</b>	
South Terminal- Garage	1,283
North Terminal- Surface Lot	210
<b>Total - Public Short Term</b>	<b>1,493</b>
<b>Public Long Term</b>	
South Terminal- Surface Lot	894
Park, Ride & Fly- Surface Lot	291
<b>Total- Public Long Term</b>	<b>1,185</b>
<b>Employee</b>	
South Terminal- Surface Lot	889
North Terminal- Surface Lot	149
<b>Total- Employee</b>	<b>1,038</b>
<b>Total-All Parking Spaces</b>	<b>3,716</b>

## EXHIBIT H: ANC Public Parking Facilities and Shuttle Bus Service Equipment Inventory

### ST EQUIPMENT

4	Datapark fee computers	
7	Ticket spitters	
3	Validators	
1	Access control system	530 cards
1	Datapark Server	
5	LCD Fee indicators	
2	Clover CC readers	
2	Handheld inventory Polite system	
1	Inventory PC	
8	APC back UPS	
13	Magnetic barrier gates entry/exit MHTM MicroDrive	
13	Entry/Exit loop detectors	
1	VOIP intercom system	
5	TICO- ticket in credit out -self serve exit machines with Windcave	
1	Datapark system computer, monitor & keyboard	
3	POF -Pay in foot machines with Windcave	
6	AVI readers (2 oversize exit gates,2 oversize entry ST/LT-1 each, 2 commercial lanes)	
77	AVI tags	
1	Epson ET 4750 printer/scanner	
1	HP laserjet M234sdw printer/scanner	
1	Brother fax machine	
1	Dell laptop	
1	Office Cellphone	
	NT Equipment	
1	Datapark fee computer	

- 
- 2 Ticket spitters
  - 1 Validator
  - 1 LCD Fee indicator
  - 1 Clover CC reader
  - 2 APC back UPS
  - 5 Magnetic barrier gates entry/exit MHTM MicroDrive
  - 5 Entry/Exit loop detectors
  - 2 TICO- ticket in credit out -self serve exit machines with Windcave
  - 1 POF- Pay in foot machine with windcave

Park Ride & Fly lot

- 2 Ticket spitters
- 1 LCD Fee indicator
- 1 Clover CC reader
- 1 APC back UPS
- 3 Magnetic barrier gates entry/exit MHTM MicroDrive
- 3 Entry/Exit loop detectors
- 1 TICO- ticket in credit out -self serve exit machines with Windcave

Shuttle Equipment

- 4 GPS system (1 each shuttle)
- 4 2- way radios with mic
- 3 2 -way handheld radios

Spare parts

- 4 Validators
- 5 Ticket machine heaters (from old machines)
- 8 MBPS Gigabit converters
- 3 Ticket printer head

- 4 Ticket transporter
- 1 CC mag stripe reader
- 1 Datapark keypad
- 1 Handheld radio
- 2 Handheld radio batteries
- 3 beltclips
- 1 Cannon printer



## EXHIBIT I: Shuttle Bus Specifications



## ENDERA ORDER FORM

+1 419.523.3593  
804 N. Pratt St.  
Ottawa, OH 45875

Date: 9/21/2023

Sales: 206-423-0730  
[jcrockett@enderacorp.com](mailto:jcrockett@enderacorp.com)  
Warranty / Parts: 419-523-3593

## CUSTOMER INFORMATION

## SHIPPING / PAYMENT INFORMATION

Customer: Northwest Bus Sales  
Address:  
City, St. Zip:  
Contact:  
Phone:  
Fax:  
P.O. #:

Customer Pick Up: ☒

Ship Best Way to Location Below: ☐

Ship To:  
Address:  
City, St. Zip:  
Contact:  
Phone:  
Payment:

## ARE FTA FUNDS USED?

YES or NO

FTA INFO REQUIRED

Additio  
nal  
Shippin  
g  
Instructi  
on s

Is this for a contract?

YES or NO

Model Number:

Description:

Seating Capacity:

Number of units in this order:

4

If YES please complete the fields to the right

End User  
Information

Name:

e:

Address:

City, St.

Zip:

Applicable FIN / FAN Co

## EXHIBIT I: Shuttle Bus Specifications

CHASSIS				
<b>QTY</b> CHASSIS ADDED				
21-E4F-S176	1	Ford E450, 176" WB, 7.3L V-8 Gas Engine, 14,500 GVWR, Door Delete		
	1	Less: Applicable Government Bid Assistance		
	1	Less: Mobility Allowance		

BASE CONVERSION				
<b>QTY</b>				
Endera - FORD E450 - Standard Floor				
	1	25', E450, 176" WB, 14,500 GVWR		

BODY / CONVERSION OPTIONS				
Option #	QTY	Option Description		
<b>PARATRANSIT OPTIONS</b>				
	1	Rear Lift - ADA with Double Wheel Chair Doors, Windows, Shift Interlock & Lights		
<b>BRAUN WHEELCHAIR LIFTS</b>				
	1	Braun Century - NCL-2 Lift, 34"x51", 800# with Rear Pump & Safety Belt		
<b>Q-STRAINT W.C. SECUREMENT KITS</b>				
	3	Q'Straint M-305-L30 Securement Kit		
<b>MISCELLANEOUS PARATRANSIT ACCESSORIES</b>				
	2	Q-Straint Belt Storage Pouch		
<b>FLOORING</b>				
	1	Profusion KoroTrans Black, Ribbed Aisle		

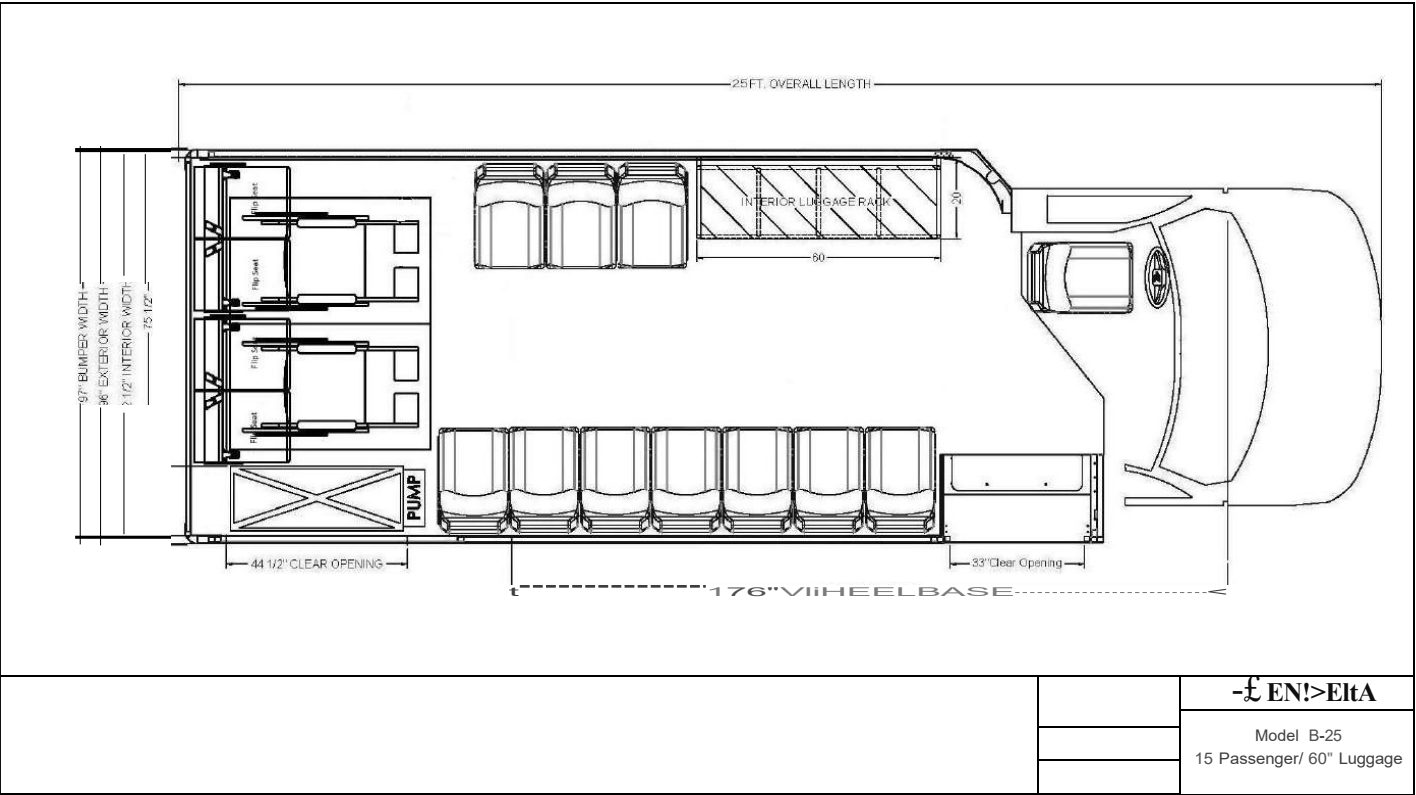
## EXHIBIT I: Shuttle Bus Specifications

	1	Heated entry step		
		<b>ELECTRICAL</b>		
	1	Red Indicator Lights above each Emergency Exit (Total of 4)		
	1	Back Up Alarm		
	1	Circuit Breaker Fuses		
	1	Ground Plane and radio wiring, terminate at doghouse		
		<b>EXTERIOR LIGHTS</b>		
	2	Exterior strobe lights, clear, roof mounted, double flash		
		<b>DOORS / WINDOWS</b>		
	1	Key Switch for Entrance Door		
	1	Front Destination Window Overhead, Backlit (No Lettering or Graphics Included)		
	1	Hanover Front Destination Sign		
	1	Hanover Side Destination Sign		
	1	2 Egress Windows on Each Side of Bus		
	6	Vented Windows with Flush Side Slider (Each)		
		40" Entry door		
	1	Door Frame / Stepwell warranted against corrosion 5yr/75,000miles		
		<b>CHASSIS / EXTERIOR</b>		
	1	Heavy Duty 12" Driver's Step		
	1	Front Mud Flaps		
	1	Exterior Mirrors, Rosco Remote Power - Heated, RH & LH, Black Arms (Exchange)		
	1	Romeo RIM Rear Bumper, Black		
	1	Rear Mounted Tow Hooks		
	1	2" Rubber Rub Rail		
		<b>INTERIOR</b>		
	1	Interior Flat Mirror 6" x 16"		
		<b>LUGGAGE RACKS / STORAGE</b>		
	1	60" Interior Luggage Rack, 2 Shelves w/ Carpet		
		<b>CLIMATE CONTROL</b>		
		<b>Pro Air HEATERS</b>		
	1	Pro Air #465LP Rear Heater-65K BTU, 3 Speed - <i>Only Available with Perimeter Seating</i>		
		<b>MISCELLANEOUS - HEATER &amp; A/C ACCESSORIES &amp; FANS</b>		
	1	Heater Booster Pump, Includes Electric Water Valve in lieu of Manual Valves		
	1	Insulate Heater Hoses (per Heater)		
	1	Valeo 70,000 BTU Air Conditioning		
		<b>SAFETY OPTIONS</b>		
	1	5 Lb. ABC Fire Extinguisher w/ Bracket		
	1	Bi-Directional Reflective Triangles		
	1	25 Unit First Aid Kit w/ Plastic Waterproof Case, ANSI 2009		
	1	No Smoking Decal - Engraved plastic		
		<b>GRAB RAIL / STANCHION / PANELS</b>		
	1	Ceiling Grab Rail Curbside (ADA requirement)		
	1	Ceiling Grab Rail Streetside		
	1	Stanchion Behind Driver with Modesty Panel		
	1	Vertical Entry Grab Handles, Left and Right		
	1	All grabs/stanchions powder coated yellow		
		<b>MISC OPTIONS</b>		
	1	Ford E-450 Spare Tire (Placed Loose in Back of Bus)		
	1	Carpeted Perimeter Seated Kick Panels		
		<b>EXTERIOR GEL COAT SURFACE</b>		
	1	Custom Color Paint - Contact Factory for Quote		
	1	Lower 30" painted blue		

## EXHIBIT I: Shuttle Bus Specifications

		<b>SEATING</b>		
		<b>DRIVER'S SEATING</b>		
	1	SHIELD FC Recliner, RH Arm, 4 Position Lumbar, Mesh Pocket		
		<b>OEM DRIVER SEAT RE-COVERED TO MATCH PASSENGER SEATS</b>		
		<b>FREEDMAN SHIELD &amp; LO CAM DRIVER SEAT FABRICS</b>		
		<b>**EUROPEAN OR AMERICAN WOOL QUOTED AT TIME OF ORDER**</b>		
	1	Driver Seat Cover - Level 5	Cloth TBD	
		<b>PASSENGER SEAT FABRICS</b>		
		<b>**EUROPEAN OR AMERICAN WOOL QUOTED AT TIME OF ORDER**</b>		
	14	Seat Cover - Level 5	Cloth TBD	
		<b>PASSENGER SEATING</b>		
		<b>FREEDMAN FEATHERWEIGHT STANDARD RIGID SEATS</b>		
	4	Featherweight Low Back Double Seat		
	2	Featherweight Low Back Single Seat		
		<b>FREEDMAN FLIP SEATS</b>		
	2	Econo Flip - Double		
		<b>OTHER OPTIONAL EQUIPMENT &amp; FEATURES</b>		
	1	3-year rustproof warranty		
	1	Water testing		
	1	Delivery (FOB Port of Seattle)		

EXHIBIT I: Shuttle Bus Specifications



## EXHIBIT J: ANC Parking Facilities Gross Revenue and Enplanement Data

Type of Revenue	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Totals
ST Long Term Parking	99,909.04	107,635.00	108,445.00	121,751.00	96,917.00	106,309.00	108,139.00	88,653.00	142,757.00	179,876.00	237,034.00	240,873.00	1,638,298.04
Short Term Parking	163,755.25	180,852.00	176,798.00	199,825.00	218,116.00	208,573.00	208,230.00	210,890.00	294,308.99	312,013.00	371,596.00	384,849.00	2,929,806.24
Monthly Parking	8,719.01	2,824.00	7,086.00	4,681.00	14,074.00	7,687.00	9,848.00	8,285.00	8,062.01	2,151.00	3,604.00	6,968.00	83,989.02
Misc. Parking Revenue	-15,046.00	-19,933.00	-15,106.00	-24,133.00	-47,353.00	-24,003.00	-10,362.00	-11,514.00	-12,959.00	-18,650.00	-32,288.00	-16,577.00	-247,924.00
Auxiliary	28,543.03	30,378.00	29,960.00	33,811.00	31,439.00	36,977.00	37,135.00	31,085.00	42,039.00	47,025.00	50,947.00	51,151.00	450,490.03
<b>Total</b>	<b>285,880.33</b>	<b>301,756.00</b>	<b>307,183.00</b>	<b>335,935.00</b>	<b>313,193.00</b>	<b>335,543.00</b>	<b>352,990.00</b>	<b>327,399.00</b>	<b>474,208.00</b>	<b>522,415.00</b>	<b>630,893.00</b>	<b>667,264.00</b>	<b>4,854,659.33</b>
Type of Revenue	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-21	Totals
ST Long Term Parking	264,185.00	252,473.00	240,268.00	259,721.00	245,772.00	188,722.00	193,687.00	182,203.00	247,752.00	260,814.00	295,656.00	279,812.00	2,911,065.00
Short Term Parking	424,268.00	447,067.22	384,372.00	434,875.00	461,908.00	449,690.84	441,051.00	423,587.00	482,582.00	448,793.00	472,185.00	448,911.00	5,319,290.06
Monthly Parking	2,678.00	2,804.00	3,095.00	10,520.00	7,583.00	7,568.16	6,935.00	5,233.00	10,241.00	3,519.00	3,929.00	1,896.00	66,001.16
Misc. Parking Revenue	-30,661.00	-37,586.00	-24,853.00	-18,117.00	-25,443.00	-18,430.00	-15,921.00	-16,486.00	-15,987.00	-13,111.00	-5,023.00	-3,931.00	-225,549.00
Auxiliary	52,752.00	52,071.00	45,432.00	43,776.00	42,670.00	37,474.00	41,460.00	41,383.00	45,532.00	46,040.00	48,311.00	47,871.00	544,772.00
<b>Total</b>	<b>713,222.00</b>	<b>716,829.22</b>	<b>648,314.00</b>	<b>730,775.00</b>	<b>732,490.00</b>	<b>665,025.00</b>	<b>667,212.00</b>	<b>635,920.00</b>	<b>770,120.00</b>	<b>746,055.00</b>	<b>815,058.00</b>	<b>774,559.00</b>	<b>8,615,579.22</b>
Type of Revenue	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Totals
ST Long Term Parking	282,637.00	274,357.00	282,568.00	302,983.00	268,968.00	222,238.00	217,280.00	230,225.00	261,799.00	289,832.00	324,682.00	306,024.00	3,263,593.00
Short Term Parking	449,930.00	497,371.00	455,249.00	553,366.00	523,040.00	529,915.00	547,681.00	532,456.00	536,483.00	328,235.00	329,869.00	335,974.43	5,619,569.43
Monthly Parking	6,215.00	2,241.00	4,948.00	2,100.00	6,589.00	2,581.00	3,433.00	2,531.00	3,158.00	3,837.00	1,719.00	1,347.00	40,699.00
Misc. Parking Revenue	-4,263.00	-3,559.00	-4,275.00	-4,855.00	-2,752.00	-8,585.00	-5,805.00	-2,769.00	-4,957.00	-3,114.00	-4,771.00	-3,416.00	-53,121.00
Auxiliary	47,556.00	53,977.00	48,094.00	47,260.00	42,407.00	43,016.00	42,359.00	47,861.00	50,205.00	47,390.00	54,097.00	52,203.00	576,425.00
<b>Total</b>	<b>782,075.00</b>	<b>824,387.00</b>	<b>786,584.00</b>	<b>900,854.00</b>	<b>838,252.00</b>	<b>789,165.00</b>	<b>804,948.00</b>	<b>810,304.00</b>	<b>846,688.00</b>	<b>666,180.00</b>	<b>705,596.00</b>	<b>692,132.43</b>	<b>9,447,165.43</b>

## EXHIBIT J: ANC Parking Facilities Gross Revenue and Enplanement Data

## Exhibit J - RFP No. 2525H002

## ANC Enplanement Data

Fiscal Year	Annual	July	August	September	October	November	December	January	February	March	April	May	June
FY24	1,892,003 (YTD)	361,705	356,998	260,937	197,833	197,833	186,025	166,488	164,184				
FY23	2,711,963	344,637	336,402	239,087	197,845	171,131	180,319	173,275	158,330	195,367	173,808	228,435	313,327
FY22	2,564,274	331,973	319,819	222,758	172,658	165,076	177,188	148,000	144,523	189,315	176,462	223,968	292,534
FY21	1,452,011	109,375	119,425	98,444	88,609	75,468	90,025	87,978	85,574	131,709	130,113	170,693	264,598
FY20	2,197,794	381,248	376,499	260,276	201,966	183,978	203,170	184,107	165,123	115,252	20,929	35,224	70,022

Note: Alaska state fiscal year (FY) is July 1 to June 30 (ex. FY20 is July 1, 2019 to June 30, 2020)

## Exhibit K: Aircraft Transient Parking Locations at Lake Hood

