

STATE OF ALASKA RFP NUMBER 2525H002
AMENDMENT NUMBER Two (2)
AMENDMENT ISSUING OFFICE:



Department of Transportation & Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
(3132 Channel Drive, Room 350)
Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: June 4, 2025

RFP TITLE: Anchorage Airport Parking Operations

DUE DATE: June 16, 2025 at 2:00 PM. (Alaska Standard Time)

This is a mandatory return Amendment. *Your bid may be considered non-responsive if this signed amendment is not received [in addition to your bid] by the date and time bids are due.*

Vendor Signature: _____

Date: _____

Printed Name: _____

Offerors Name: _____

The purpose of this Amendment #2 is to:

- **Modify Sections of the RFP**

Modifications to Sections of the RFP

Modification #1

RFP Section 4.11 Bid Bond and Performance Bond is removed in its entirety and replaced with the following language.

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 HUNDRED THOUSAND DOLLARS (\$100,000.00)**. 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 **ONE MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,250,000.00)**, 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.

MODIFICATION #2

RFP Attachment #3 Parking Operations Agreement Article VII Performance Bond and liquidated Damages is removed in its entirety and replaced with the following language.

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 **One million two hundred and fifty thousand dollars (\$1,250,000.00)**. 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.

Modification #3

RFP Section 4.01 Proposal Format and Content is removed in its entirety and replaced with the following language.

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	25
Two	Fee Proposal	4.08 - Fee Proposal	1	1	1
Three	Additional details to the core proposal		1	1	74

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 ¼ inches. Font size shall be no less than 11 point.

End of Modifications to Sections of the RFP

Signature:  _____

Date: 6/4/2025

Name: Chris Hunt
Title: Procurement Specialist 5