



REQUEST FOR PROPOSALS
FOR
RENTAL CAR PARKING AGREEMENT

Issue Date: November 15, 2022

Proposal Due Date: 2:00 P.M. AKST on December 16, 2022

CITY OF UNALASKA
DEPARTMENT OF PORTS AND HARBORS
43 RAVEN WAY
P.O. BOX 610
UNALASKA, ALASKA 99685

I. BACKGROUND INFORMATION AND INSTRUCTIONS

The City of Unalaska, Alaska (City) invites submission of proposals from persons who wish to park vehicles available for rent in the parking area adjacent to the terminal at the Tom Madsen Airport in Unalaska. Award shall be based solely on the City’s determination on whether the proposed number of spaces for use are available without unduly inconveniencing the traveling public. Under no circumstances shall the City award use of more than 28 spaces total, assignment options in Attachment B detail the allowance to park an equal number of vehicles. **CITY RESERVES THE RIGHT TO AWARD LESS THAN THE NUMBER OF SPACES PROPOSED AND RESERVES THE RIGHT TO AWARD AGREEMENTS TO MORE THAN ONE PROPOSER.**

Tentative Schedule for Selection Process

Deadline for clarifying questions	December 6, 2022
Submittal Deadline	December 16, 2022 2:00pm
Opening of Proposals	December 16, 2022
Notification of Intent to Award	December 27, 2022

This schedule and its components are subject to change.

Completed proposals shall be received by 2:00pm AKST **December 16, 2022**, to:

mveeder@ci.unalaska.ak.us; and
Estkarlen Magdaong@ci.unalaska.ak.us
Attention: Peggy McLaughlin, Port Director

OR

City of Unalaska – Clerks
Attention: Peggy McLaughlin, Port Director
PO Box 610
Unalaska, AK 99685

The email shall clearly state in the subject line “Proposal for Airport Parking Agreement.” Proposals not received prior to the date and time specified above will not be considered.

All questions regarding this RFP should be submitted by email to:

Peggy McLaughlin, Port Director
Email: pmclaughlin@ci.unalaska.ak.us

AND

Patrick Bliss, Deputy Port Director
Email: pbliss@ci.unalaska.ak.us

Reponses will be provided within 2 business days via email and will be posted on the City website.

In order to determine if a proposal is reasonably acceptable for award, communications between City staff are permitted to clarify uncertainties or eliminate confusion concerning the contents of the proposal. Clarifications may not result in a material or substantive change to the proposal.

If the selected proposer fails to provide required proof of insurance before commencement of the proposed agreement term, the City may terminate the previously issued Notification of Intent to Award and award the parking agreement to the next highest ranked proposer.

II. DESCRIPTION OF THE PARKING SPACES AVAILABLE

There are 28 parking spaces identified in Attachment B depicting the parking lot adjacent to the Terminal. There are 20 single spaces and 8 double spaces, in total 36 rental vehicles may be parked in the Airport Lot. Attachment B identifies the parking spaces reserved for single parking, identified by an “S” and spaces reserved for double parking, identified by “D”. Vehicles parked in a double space must be parked bumper to bumper, there may be no more than two motor vehicles and may not extend past the gravel break from the roadway.

A total of 87 vehicle parking spaces are available of which no more than 28 spaces will be made available to respondents to this RFP.

III. AGREEMENT TERMS

The selected proposers shall be required to sign a Rental Car Parking Agreement. The template of the agreement is included with this RFP as Attachment A. **AGREEMENT TERMS OTHER THAN ARTICLE I ARE NOT NEGOTIATBLE. DO NOT SUBMIT A PROPOSAL IF YOU ARE NOT WILLING TO SIGN THE PARKING AGREEMENT.**

IV. GENERAL INFORMATION FOR RESPONDING TO THE RFP

By submitting a proposal, each proposer accepts the terms and conditions of the City of Unalaska Tom Masen Airport Rental Car Parking Agreement (Attachment A). **AGREEMENT TERMS OTHER THAN ARTICLE I ARE NOT NEGOTIATBLE. DO NOT SUBMIT A PROPOSAL IF THE TERMS AND CONDITIONS OF THE AGREEMENT ARE NOT ACCEPTABLE.**

The Proposer must have a valid City of Unalaska business license at the time of submitting the proposal. Additional information regarding the City’s business license program may be obtained by calling the City Clerk at (907) 581-1251.

The City reserves the right to accept or reject any and all proposals.

The City shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest ranked proposal and/or award of agreement and/or rejection of proposal. By submitting a proposal, the Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

V. MINIMUM CONTENT OF RESPONSES

Submitted proposals shall include the following information in the order listed:

- Cover page
 - The complete name, address and telephone number of the proposer
 - Name of the primary contact person associated with the proposal.
- A signed letter of transmittal briefly stating that the Proposer:
 - Is properly licensed to do business in Unalaska;
 - Agrees to all the terms and conditions of the Agreement.
 - Understands that the proposal is a firm and irrevocable offer through at least December 16, 2022.
- Certification that the person signing the proposal is entitled to represent the proposer authorized to sign an agreement with the City.
- Identify the preferred option that the Proposer wishes to use, as identified in Attachment B.
- Copy of current ACCORD certificate of insurance or equivalent showing Proposer's current insurance coverage.

VI. EVALUATION AND AWARD CRITERIA

Proposals will be evaluated by the Port Director, Deputy Port Director and another city administrator and will have the final determination on awarded assignments.

Each proposal will be evaluated in the sole discretion of the City to determine how and to what extent the proposal is in the best interests of the City.

Award may be made to the responsible proposer(s) whose proposal is determined in writing to be the most advantageous to the City.

The City reserves the right to accept or reject any and all proposals.

VII. ACCEPTANCE OR REJECTION AND NEGOTIATION OF PROPOSALS

The winning proposals authorized by a Notice of Intent to Award will be required to sign the Agreement and supply proof that the City of Unalaska and the State of Alaska have been identified as additional insureds on the Proposer's general liability coverages and that the Proposer's insurer has waived subrogation as required by Article VI(B)(iii) of the Parking Agreement. If proof of such Additional Insured status and waiver of subrogation has not been supplied within seven (7) calendar days of the date of the Notice of Intent to Award, the City reserves the right to enter into a parking agreement with a different Proposer until an agreement covering all available parking spaces is reached, or until the City exercises its right to cancel the RFP.

The City reserves the right to reject any or all proposals, to waive any irregularities in the request for proposal, or responses thereto. By requesting proposals, the City is in no way obligated to award an agreement or to pay expenses of the proposer in connection with the preparation or submission of a proposal. Furthermore, the City reserves the right to reject any and all proposals prior to the execution of the agreement, with no penalty to the City of Unalaska.

I hereby certify that the undersigned is authorized to represent the Proposer, and empowered to submit this Proposal, and if selected authorized to sign a Parking Agreement with the City, in the form set forth as Attachment A to the Request for Proposals.

Firm Name: _____

Signature _____

Printed Name: _____

Title _____

Date: _____

City of Unalaska

TOM MADSEN AIRPORT TERMINAL

RENTAL CAR PARKING AGREEMENT

The City of Unalaska, hereinafter called City, whose address is P.O. Box 610, Unalaska, Alaska 99685, whose contact is Peggy McLaughlin, and whose telephone number is (907) 581-1254, and fax number is (907) 581-2519; and _____, hereinafter called Tenant, whose address is _____; whose telephone number is _____: and whose fax number is _____.

WHEREAS, the City of Unalaska leases from the Alaska Department of Transportation and Public Facilities the land upon which the Tom Madsen Airport terminal and parking lot are located in Unalaska, Alaska, hereinafter called the Airport, and the City operates and maintains the Airport; and

WHEREAS, the City is authorized to enter into agreements for conducting businesses on, and providing services at said Airport; and

WHEREAS, Tenant desires to use space in the Tom Madsen Airport parking lot for Ready/Return car parking spaces to provide for rental car vehicle parking, hereafter Premises; and

WHEREAS, the City is obligated to charge user fees for the parking spaces; NOW THEREFORE, in consideration of the Premises and of the charges, fees, covenants, and agreements contained herein, the parties hereby agree to all conditions as follows:

ARTICLE I

1. The City grants to the Tenant the right to occupy option ____ within the City's Airport Parking Lot as identified in Attachment B,

2. Tenant is authorized to utilize the identified ____ single vehicle parking spaces and ____ double vehicle parking spaces. The Tenant shall be allowed to park a total of 18 tenant-owned rental vehicles within said parking spaces.

ARTICLE II

Monthly rent for the parking spaces shall be \$35.00 for each of the ____ single vehicle parking spaces, and \$35.00 for each of the ____ double vehicle parking spaces.

Monthly rent shall be payable on or before the fifteenth day of each calendar month. If the term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then monthly rent shall be prorated day-by-day by the City for such month. If the term commences on a day other than the first day of a

calendar month, then the prorated monthly rent for such month shall be paid on or before the fifteenth day of the term.

Monthly rent shall be paid to the City without notice or demand, and without deduction or offset, at the City's address.

If any underpayment is made by Tenant on the monthly rent, the Tenant will promptly pay the difference plus interest at 10.5% per annum from the time payment was due plus all costs incurred in the recovery of underpayment.

For each additional company vehicle parked outside of the assigned parking spaces, the company will be invoiced at a of \$150.00 per day/per rental vehicle.

ARTICLE III

The term of this agreement shall be from January 1, 2023, through and including July 5, 2023, unless terminated earlier in accordance with this Agreement.

ARTICLE IV

Before beginning operations, Tenant must obtain all permits, licenses, approvals, insurance, or authorizations required by any federal, state, or local government agencies for the conduct of ground transportation services as authorized herein. All required permits, licenses, insurance, approvals, or authorizations must be maintained throughout the term of this agreement.

ARTICLE V

The City may cancel this agreement by giving Tenant thirty (30) days' prior written notice upon the occurrence of any of the following events:

(A) Tenant's failure to pay when due the rents or fees specified in this Agreement, including any increases made pursuant to this Agreement.

(B) The return of checks for insufficient funds by or against Tenant.

(C) The filing of a petition of bankruptcy by or against Tenant.

(D) The use of the parking spaces by the Tenant for purposes not authorized by this Agreement, such as, but not limited to maintenance, washing, cleaning, advertising for sale, parking more than one (1) of Tenant's rental vehicles within the designated single vehicle parking spaces, or parking more than two (2) Tenant's rental vehicles within the designated double vehicle parking spaces.

(E) The entry by any court of a judgment of insolvency against Tenant.

(F) The appointment of a trustee or receiver for Tenant's assets in a proceeding brought by or against Tenant.

- (G) The failure of Tenant to perform any provision or covenant in the Agreement.
- (H) The failure by Tenant to abide by the rules and decisions of City

ARTICLE VI

At no expense to the City, Tenant shall secure and keep in force during the term of this permit adequate insurance to protect the City, the State of Alaska, and Tenant against comprehensive public liability and property damage in no less than the following amounts:

- (A) Property damage arising from one occurrence in the amount of not less than \$500,000.
- (B) Personal injury or death in an amount of not less than \$1,000,000 per person and \$1,000,000 per occurrence, and not less than \$2,000,000 aggregate.

Tenant shall provide the City, whose address appears on page one of this Agreement, and the State of Alaska Department of Transportation and Public Facilities, whose address is P.O. Box 196900, Anchorage, Alaska 99519-6900, proof of insurance coverage in the form of a certificate of insurance, all insurance of the Tenant shall do the following:

Name the City and the Alaska Department of Transportation and Public Facilities (herein "ADOT&PF") as Additional Insureds;

Provide that both the City and ADOT&PF be notified at least thirty (30) days prior to any termination, cancellation, or material change in the insurance coverage; and

Include a waiver of subrogation by which the insurer waives all rights of subrogation against the City and against ADOT&PF for payments made under the policy.

ARTICLE VII

Tenant shall be liable for any personal injury or property damage arising from or connected with Tenant's rights and privileges granted by this Agreement. Tenant shall indemnify, defend, and hold the City and ADOT&PF, their employees, agents, elected officials, and volunteers harmless from any liability, action, claim, suit, loss, property damage, or personal injury of any kind resulting from or arising out of any act of commission or omission by Tenant, its agents, employees, or customers arising from or connection with Tenant's exercise of the rights and privileges granted by this Agreement.

ARTICLE VIII

Tenant will not discriminate in the conduct of its permitted activities on the Leased Premises on the grounds of race, color, religion, national origin, ancestry, marital status, age, or gender.

ARTICLE IX

Tenant 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 on group of persons in any manner prohibited by federal or state law. Tenant recognizes the right of the City to take any action necessary to enforce this covenant, including actions required pursuant to any federal or state law.

ARTICLE X

Any notice required by this Agreement must be hand delivered or sent by registered or certified mail to the appropriate party at the addresses set forth on page one and page three of this Agreement, or to any other address which the parties subsequently designate in writing.

ARTICLE XI

In case of any national emergency declared by the federal government, Tenant may not hold the City or the State of Alaska liable for any inability to perform any part of this Agreement as a result of the national emergency.

ARTICLE XII

Tenant may not assign or sublet either by grant or implication the whole or any part of this Agreement.

ARTICLE XIII

Tenant shall conduct all operations and business on the Airport in an orderly and peaceful manner and not cause any interference to tenants, users or occupants of the Airport. In the event of any controversy, the decision of the City shall be final and conclusive and shall be binding upon Tenant.

ARTICLE XIV

Tenant may cancel this Agreement by giving the City thirty (30) days' prior written notice.

ARTICLE XV

All automobiles owned by Tenant and used at the Airport in connection with tenant's rental car business must have a business name or logo placed in the back window of the vehicle. Minimum logo size shall be two square inches.

ARTICLE XVI

If the City authorizes Tenant to holdover and remain in possession of the parking spaces after the expiration of this Agreement without a written renewal, the holding over will not operate as a renewal or extension of the term of this Agreement, but only creates a tenancy from month to month, regardless of any fee or payments accepted by the City. The City may terminate the holdover tenancy at any time by giving Tenant ten (10) days written notice.

ARTICLE XVII

Tenant is required to place visible signage at each of their leased spaces as designated under this Agreement. The Tenant shall be responsible for setting the post and attaching the sign per parking space. The Tenant shall ensure the post remains vertical and that the verbiage on the attached signage remain clear and visible to the public.

ARTICLE XVIII

All maintenance, except snow removal, is the responsibility of the Tenant. Snow removal in front of each leased space is the responsibility of the City.

IN WITNESS WHEREOF, the parties hereto have set their hands on this day and year stated in the acknowledgments below.

CITY OF UNALASKA, ALASKA

By: _____
_____, City Manager

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On this ___ day of _____, 2022, before me, a Notary Public in and for the State of Alaska, personally appeared Erin Reinders, to me known to be the City Manager of the City of Unalaska, and known to me to be the person who executed this instrument on behalf of the City of Unalaska.

Notary Public for Alaska
My commission expires: _____

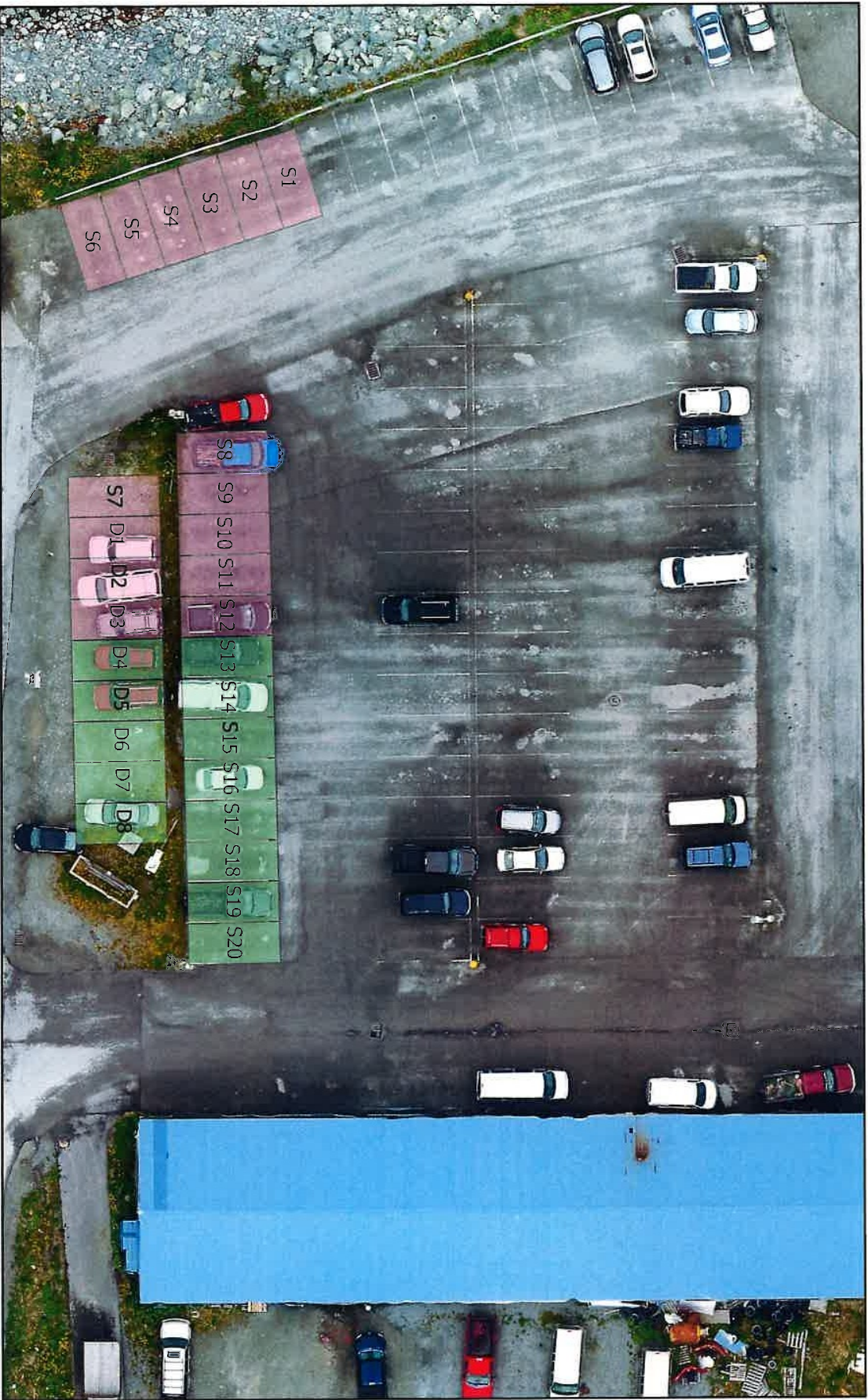
By: _____
_____, Its _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On this ___ day of _____ 2022, before me, a Notary Public in and for the State of Alaska, personally appeared _____ the _____ of _____ and acknowledged this instrument to be a free and voluntary act and deed of the named Tenant for the uses and purposes herein mentioned, and on oath stated that she is authorized to execute this instrument.

Notary Public for Alaska
My commission expires: _____

[TENANT]



Tom Madsen Airport Parking

Two Bidders

- Option A
- Option B



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