



ALASKA AEROPACE REQUEST FOR PROPOSALS

Suite 112 SECURITY Upgrades

RFQ: AAC-RFP-24-009

Issued 31 July 2024

BRIEF HIGH-LEVEL SUMMARY OF THE RFP PURPOSE.

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

Alaska Aerospace Corporation (AAC) is soliciting proposals for proposed Security Upgrades to Suite 112 of the Range Control Center (RRC) building located at the Pacific Space Complex Alaska.

SEC. 1.02 BUDGET

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 4:00 PM prevailing Alaska Standard Time on 16 August 2024 as indicated by email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

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

- Completion of similar project located in a secure area.
- Completion of project with similar logistical requirements.

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 contract specialist 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 contract specialist. 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 contract specialist will make that decision.

Contract Specialist: Kelsea B. Kearns Phone: 907.512.0581

Email Address:kelsea.kearns.ctr@akaerospace.gov

SEC. 1.07 RETURN INSTRUCTIONS

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

Please note that email transmission is not instantaneous, AAC 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 Contract Specialist at 907.512.0581 to confirm that the proposal has been received. AAC is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the contract specialist 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 AAC's request.

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 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 contract specialist 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 AAC’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		29 July 2024
Deadline for Receipt of Proposals / Proposal Due Date	4 pm AK	16 Aug 2024
Proposal Evaluations Complete	4 pm AK	20 Aug 2024
Notice of Intent to Award		26 Aug 2024
Contract Issued		01 Jan 2025

This RFP does not, by itself, obligate AAC. AAC's obligation will commence when the contract is executed. Upon written notice to the contractor, AAC may set a different starting date for the contract. AAC 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 AAC.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Pacific Spaceport Complex – Alaska (PCSA), is a dual-use commercial and military spaceport located on Kodiak Island in Alaska. The facility is owned and operated by the Alaska Aerospace Corporation, PCSA provides responsive, flexible, and low-cost access to space for small- and light-lift vertical rockets and stratospheric balloons. PCSA has been launching rockets since 1998 and was the first FAA-licensed spaceport not co-located on a federal range.

As one of only four orbital vertical rocket launch sites in the United States, PCSA plays a key role in providing resiliency for us access to space. PCSA also enjoys the largest launch azimuth range of any spaceport in the us and can access high-inclination, polar, and sun-synchronous orbits between 59° and 110° inclination.

3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 2.02 SCOPE OF WORK

Alaska Aerospace Corporation (AAC) has a requirement to complete an interior renovation at the Range Control Building (RCC) building, located within the Pacific Spaceport Complex Alaska (PCSA), Milepost 13, Pasagshak Highway, Kodiak AK 99615.

Interested offerors interested should email kelsea.kearns.ctr@akaerospace.gov to execute the project specific NDA and receive access to the RFP package.

SEC. 2.03 CONTRACT TERM AND WORK SCHEDULE

All work must be completed by 15 May 2025

SEC. 2.04 DELIVERABLES

The contractor will be required to provide the following deliverables:

- A. Daily Progress reports
- B. As-built drawings at completion of project.

SEC. 2.05 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 2.06 PROPOSED PAYMENT PROCEDURES

AAC will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 2.07 LOCATION OF WORK

The work is to be performed, completed, and managed the Range Control Center (RCC) building located at Milepost 13 of the Pasagshak Highway, Kodiak Ak 99615

SEC. 2.08 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this RFP.

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

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 AAC'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;
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.10 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 the Pacific Spaceport Complex Alaska.

SEC. 2.11 CONTRACT PERSONNEL

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

SEC. 2.12 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. AAC may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or contract specialist 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 AAC to terminate the contract. In this event, AAC may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

which results in actual damages to AAC, AAC will collect liquidated damages for compensation.

SEC. 2.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

SEC. 2.14 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 AAC 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 AAC 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 AAC 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 will be addressed with the NDA that is required to be executed prior to receiving the plans and specs.

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 AAC with written notice of the requested disclosure (to the extent such notice to AAC is permitted by applicable law) and giving AAC opportunity to review the request. If the contractor receives no objection from AAC, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to AAC within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of AAC, 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. 2.15 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. 2.16 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum

acceptable limits. If the contractor's policy contains higher limits, AAC shall be entitled to coverage to the extent of such higher limits.

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

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

Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$2,000,000 combined single limit per claim.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 per person/\$500,000 per occurrence bodily injury and \$50,000 property damage.

Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim/Annual Aggregate
\$100,000-\$499,000	\$500,000 per Claim/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

SEC. 2.17 TERMINATION FOR DEFAULT

- a. If the Project Director or Contract specialist 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, AAC may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
- b. The Contract specialist may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of AAC of Israel.

This clause does not restrict AAC's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms will be provided once the NDA is signed.

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

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

SPECIAL FORMATTING REQUIREMENTS

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

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

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

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Experience and Qualifications	5
Submittal Form E – Management Plan for the Project	5
Submittal Form F – Subcontractors	

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

SEC. 3.02 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

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

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

- a) the applicable portion of the Federal Civil Rights Act of 1964;

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

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

The Submittal Form also requests the following information:

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

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

EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed.

Offerors must also provide reference names and phone numbers for similar projects the offeror's firm has completed.

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

Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form B.

SUBCONTRACTORS (SUBMITTAL FORM F)

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

COST PROPOSAL

Offerors may use their proprietary form for the Firm Fixed Price Cost submission. Proposed costs must include all direct and indirect costs associated with the performance of the contract. Price should be broken down by the following:

Labor

Materials

Travel/ Housing

The costs identified on the cost proposal are the total amount of costs to be paid by AAC. No additional charges shall be allowed.

SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 4.01 SUMMARY OF EVALUATION PROCESS

AAC 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 employees will evaluate the Technical portion of all responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet AAC’s evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the contract specialist, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the contract specialist, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The contract specialist will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The contract specialist may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) AAC will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 4.02 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
Experience and Qualifications	(Submittal Form B)	35
Management Plan for the Project	(Submittal Form E)	35
	Total	70

Cost Criteria	Weight
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Cost Proposal	(Submittal Form F)	30
	Total	30

TOTAL EVALUATION POINTS AVAILABLE: 100

SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score.. 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 score of 10. 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 score of 1.

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

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

Example (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

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

Offeror 2 was awarded 50 points:

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

Offeror 3 was awarded 100 points:

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

EXPERIENCE AND QUALIFICATIONS

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

- 1) Completion of similar (relevant) project located in a secure area on government owned property.
- 2) Completion of project with similar (relevant) logistical requirements.
- 3) The proposal specifies the strengths of assigned team members, who will actually work on the project, as well as their years of prior experience in the particular industry and type of project.
- 4) The proposal provides the firm's background, client base, licensing information and years in business.
- 5) The company is a Certified Small Business under SBA.

MANAGEMENT PLAN FOR THE PROJECT

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

- 1) The proposal outlines an approach that is tailored based on an understanding of the organization's logistical and schedule challenges specific to this project (i.e. housing personnel mobilized to support, long-lead material procurements/shipments, etc.).
- 2) The proposal includes a detailed schedule of plan of action and milestones to meet deliverables as outlined in the Statement of Work.
- 3) The proposal provides comprehensive narrative statements that set out the management plan they intend to follow
- 4) The proposal highlights the precautionary measures planned to mitigate risks to schedule and budget.
- 5) The proposals outlines the firms approach to consistent formal and informal communications throughout the life of the project to include specifying how the daily reporting deliverable will be achieved. t

CONTRACT COST (COST PROPOSAL)

Overall, a minimum of **30%** of the total evaluation points will be assigned to cost. After the contract specialist applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the following formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

Example (Max Points for Contract Cost = 400):

Step 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

Offeror #3 receives 336.8 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$$

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

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 AAC'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. 5.02 SITE INSPECTION

AAC 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 AAC reasonable access to relevant portions of its work sites. Individuals designated by the contract specialist at AAC's expense will make site inspection.

SEC. 5.03 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the contract specialist 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 contract specialist or the PEC may be adjusted as a result of a clarification under this section.

SEC. 5.04 DISCUSSIONS WITH OFFERORS

AAC may conduct discussions with offeror. 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 contract specialist. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the contract specialist. Discussions, if held, will be after initial evaluation of proposals by the contract specialist or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the contract specialist 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 contract specialist 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. 5.05 EVALUATION OF PROPOSALS

The contract specialist, 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. 5.06 CONTRACT NEGOTIATION

After final evaluation, the contract specialist 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, AAC may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal

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 AAC, after a good faith effort, simply cannot come to terms,

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

SEC. 5.07 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the contract specialist 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. 5.08 PROTEST

AAC has deemed that an interested party may protest the content of the RFP.

An interested party is defined 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 contract specialist at least ten days prior to the deadline for receipt of proposals.

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 contract specialist 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 contract specialist will issue a written response to the protest. The response will set out the contract specialist'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 contract specialist, appeals, and hearings, will be conducted in accordance with AAC Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 5.09 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 5.10 ADDITIONAL TERMS AND CONDITIONS

AAC 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. 5.11 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 AAC to reject the proposal as non-responsive or cancel the contract.

SEC. 5.12 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, all applicable local, state, and federal laws, codes, and regulations. The contract specialist may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of AAC. If an offeror does so, the contract specialist 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 contract specialist.

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

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

SEC. 5.13 AAC NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.14 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of AAC and may be returned only at AAC's option. 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.

SEC. 5.15 ASSIGNMENT

The contractor may not transfer or assign any portion of the contract without prior written approval from the contract specialist.

SEC. 5.16 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. 5.17 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 AAC by mutual agreement, it shall pursue the claim in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.18 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. 5.19 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if AAC fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish AAC'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 AAC'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.

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Attachments will be provided with complete package once NDA has been executed.