

# ALASKA AEROSPACE REQUEST FOR PROPOSALS



## ARCHITECTURE AND ENGINEERING INDEFINITE DELIVERY/ INDEFINITE QUANTITY CONTRACT

RFP AAC-24-012

ISSUED 3 SEPTEMBER 2024

AMENDMENT 01 12 SEPTEMBER 2024

AMENDMENT 02 17 SEPTEMBER 2024

AMENDMENT 03 01 OCTOBER 2024

ALASKA AEROSPACE CORPORATION (AAC) IS SEEKING A QUALIFIED FIRM TO PROVIDE ARCHITECT-ENGINEER (A/E) ENGINEERING AND SUPPORTING SERVICES UNDER AN INDEFINITE QUANTITY (IDIQ) CONTRACT FOR A VARIETY OF SPACEPORT AND LAUNCH SYSTEM GROUND INFRASTRUCTURE PROJECTS.

ISSUED BY:

ALASKA AEROSPACE CORPORATION  
4300 B STREET, SUITE 101,  
ANCHORAGE, AK 99503

PRIMARY CONTACT:

MAGGIE F. MINTON  
CONTRACTING OFFICER  
MAGGIE.MINTON@ALASKAAEROSPACE.GOV  
(907) 561-3338

**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 CONTRACTING OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE CONTRACTING OFFICER 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 seeking a qualified firm or organization, with local support personnel, to provide Architect-Engineer (A/E) Engineering and supporting services under an Indefinite Quantity contract for a variety of Spaceport and launch system ground infrastructure projects at the Pacific Spaceport Complex- Alaska (PSCA). Projects may include but are not limited to engineering evaluation; spaceport specific site planning and design; and rehabilitation of existing structures, ground infrastructure or facilities. All reports, plans, specifications, estimates, and similar work products provided by the Offeror shall be prepared by or under the supervision of the registered Alaskan Engineer or Architect in responsible charge for the services. These Engineers and Architects shall be currently registered in the State of Alaska and they shall sign, seal, and certify as to the accuracy of each final work product for which they are responsible.

It is difficult to anticipate ahead of time which disciplines AAC may require services to be performed under any given task order. However, Offerors will submit a technical proposal in response to the Task Order Requirements contained in the RFP and a Time and Material (T&M) rate schedule to facilitate evaluation of the Offerors capability to complete all requirements described in this solicitation and determine those offerors within the competitive range.

### SEC. 1.02 BUDGET

Approval or continuation of a contract resulting from this RFP is contingent upon appropriation. The maximum dollar amount Alaska Aerospace may order under this contract is \$7,500,000.00. The minimum amount is \$100,000.00.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **5PM** prevailing Alaska Standard Time on **4 OCTOBER 2024** as indicated by postmark or 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:

- **Demonstrated experience in preparing designs for two aerospace facility/infrastructure projects.**

Prior experience must be identified in Offeror's response to Experience and Qualifications and within Page Limits specified. 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 Contracting 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 contracting officer will make that decision.

CONTRACTING OFFICER: **MAGGIE MINTON**

EMAIL ADDRESS: **MAGGIE.MINTON@AKAEROSPACE.COM**

## **SEC. 1.07 RETURN INSTRUCTIONS**

Proposals shall be submitted via email. If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **MAGGIE.MINTON@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.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, 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 AAC to confirm that the proposal has been received. Alaska Aerospace 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 contracting 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 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	12pm	09/03/2024
Pre-Proposal Teleconference/Conference	10am	09/18/2024
Deadline for Receipt of Proposals / Proposal Due Date	5pm	10/04/2024
Proposal Evaluations Complete	N/A	10/11/2024
Notice of Intent to Award	N/A	10/14/2024
Contract Issued	N/A	10/18/2024

This RFP does not, by itself, obligate AAC. Alaska Aerospace obligation will commence when the contract is approved by the Chief Executive Officer. Upon written notice to the contractor, the state may set a different starting date for the contract. Alaska Aerospace Corporation 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.

**SEC. 1.12 PRE-PROPOSAL CONFERENCE/TELECONFERENCE**

AAC will hold a pre-proposal Conference with a virtual offering as well via Microsoft Teams. The Conference/Teleconference will be held at 10:00AM, Alaska Time, on 18 September 2024 in the Pacific Spaceport Complex-Alaska (PSCA) Range Control Center (RCC) conference room in Kodiak, Alaska. The purpose of the CONFERENCE /TELECONFERENCE is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting must be submitted in writing to the Contracting Officer and will be posted along with the answers on the Alaska Online Public Notice website as an Amendment to the RFP, as soon as possible after the meeting.

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. Participants may dial into the meeting using the following number: +1 907-302-3632, Phone Conference ID: 172 296 166#.

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All offerors interested in attending either virtually or in-person MUST register for the event formally by notifying the Contracting Officer by submitting an email containing the following information Attendee of the Event, Firm Represented, Method of Attendance (Virtual or In-Person).

### **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.

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## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

The Alaska Aerospace Corporation was established by the State of Alaska to develop a high technology aerospace industry in the state. The corporation has a conventional top-down business organization including a Board of Directors, a President and CEO, a Chief Financial Officer (CFO), and Directors who oversee specific business functions. AAC’s corporate offices are in Anchorage, Alaska.

AAC’s core business area is space launch, and it developed, owns, and operates the Pacific Spaceport Complex-Alaska (PSCA), a state-of-the-industry spaceport on Kodiak Island, Alaska, that provides access to planetary orbital space for commercial and government interests.

Alaska Aerospace often has the requirement for multi-disciplinary Architectural-Engineering and related professional services to support planning, design, and construction to support its core business area; and therefore, seeks to enter into a long-term Engineer of Record IDIQ contract.

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

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

#### **(a) IDIQ CONTRACT**

##### *Services Required*

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor is to provide spaceport engineering and design services to facilitate Alaska Aerospace Corporation's (AAC) primary objectives, on an as needed, Task Order basis. This will involve providing the services on a project or launch campaign specific basis. Offerors will be required to execute a Task Order which will specify the scope of services, task schedule, and compensation. Each Task Order will become a part of the IDIQ (Indefinite Delivery Indefinite Quantity) Contract.

Offerors will be required to provide some or all of the following services for each Task Order while maintaining diplomacy in interactions with public officials and private citizens.

- spaceport related civil, structural, electrical, and mechanical engineering
- surveying services
- geotechnical evaluation
- architectural services
- construction management services

##### *Personnel and Equipment Requirements*

- a) Engineer Requirements. Engineering work accomplished under this Scope of Services will be performed in accordance with the laws and rules of the Alaska State Board of Registration for Architects, Engineers, and Land Surveyors.
- b) Equipment. Provide computer hardware, software and other equipment necessary to accomplish the services requested by the Department.

#### **(b) TASK ORDER #01**

The Alaska Aerospace Corporation (AAC) has a requirement to perform a Road Accessibility Study on the Pasagshak Road to Pacific Spaceport Complex- Alaska (PSCA) to address the following challenges with the existing road's switchbacks and steep grades:

- limits transportability of sensitive items to PSCA
- restricts the length of vehicles being transported to PSCA
- hinders winter travel to PSCA

The study will utilize and build upon Alaska Department of Transportation (AKDOT) documentation of possible options for road improvements to the Pasagshak Road from Mile Post 9 to 14. All design work will have to meet Federal Highway Administration (FHWA)/AKDOT requirements for the classification of the road. Close collaboration with AKDOT of the design will ensure the product meets all criteria. Once agreement of alternatives for design is reached a design of the improvements will be produced.

This project is anticipated to be conducted under the following primary tasks. Tasks may be conducted concurrently.

- a) Review documentation provided by AKDOT (reference Section 7. Attachments).
- b) Meet with PSCA leadership to review alternative design options for ‘switchbacks’ and eagle nest corner (milepost 9.5-10.5).
- c) Work with AKDOT for any design that would be chosen by AAC as preferred alternative for AKDOT final approval.
- d) Preliminary Analysis and Design, Site Visit, Research and Project Management Plan Development
- e) Land Surveying
- f) Geotechnical Exploration and Foundation Design Report(s)
- g) Preliminary Design through PER & Environmental Document
- h) Design road improvements meeting AKDOT requirements, and to meet customer needs for accessibility to PSCA.
- i) Final Design of Preferred Alternative (Plan in Hand (PIH), PSE & Bid Ready Documents)

#### *Deliverables*

<b>Deliverable</b>	<b>Description</b>	<b>Anticipated Due</b>
0001	Project Management Plan	1 month ARO
0002	Analysis of Alternatives (Reference Section 7. Attachments)	2.5 months ARO (~31 Dec 24)
0003	Geotechnical Exploration and Foundation Design Report, Environmental Design Reports, Land Surveying	To Be Negotiated
0004	Final Design and Construction Estimate of Selected Road Improvement	4 months after AoA (~30 May 25)

Upon completion of work, a presentation to AAC and AKDOT of the agreed upon final design either in person or via Teams. Completion of design drawings will be submitted to AAC, AKDOT after the presentation.

Design guidelines and standards include but are not limited to: Alaska DOT&PF Preconstruction Manual, Alaska Traffic Manual, Standard Drawings Manual, Highway Drainage Manual, Alaska Sign Design Specifications, Manual of Uniform Traffic Control Devices, Guide for Flexible Pavement Design and Evaluation, Standard Specifications, and the American Association of State Highway and Transportation Officials (AASHTO).

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for travel to PSCA to facilitate the completion of this project. The period of performance for this Task Order is anticipated to be 16 October 2024 through 30 May 2025.

### **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The base ordering period under this contract shall be from contract award through five (5) years, with five (5) one-year options. A Period of Performance will be established for each Task Order.

Unless otherwise provided in this RFP, AAC 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 contracting 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 contracting officer via a written contract amendment.

### **SEC. 3.03 DELIVERABLES**

A specific list of deliverables, with reporting format requirements, will accompany each Task Order when issued.

- a) Designs/Plans (Plans shall be submitted as directed by the AAC Program Manager. Digital copies of plans shall also be submitted in AutoCAD 2014 or newer (\*.dwg) format, \*.dwt and \*.pdf formats.)
- b) Specifications (compatible with the AAC standard format, hardcopy and digitally in MS Word and Adobe formats) and bid documentation.
- c) Initial Design and Final Record Drawings
  - i. Plans typically are 11" x 17" size drawings bearing the seal of the responsible Professional Engineer or Professional Land Surveyor and may include:
    - Elevation contour maps
    - Cross-sections
    - Plan views (Overlay on aerial or satellite photography)
- d) Technical Presentations
- e) Technical, Progress, and Data Collection Reports

### **SEC. 3.04 CONTRACT TYPE**

AAC contemplates that all services will be provided under an Indefinite Quantity contract on a Task Order basis. The Contract types anticipated under this contract are Cost-Plus Incentive Fee (CPIF), Time and Material (T&M, and Firm Fixed Price (FFP). Task Order #01 will be issued as a Firm Fixed Price Award.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

Alaska Aerospace will make a single payment when all of the deliverables are received, and the contract is completed and approved by the project director.

### **SEC. 3.06 CONTRACT PAYMENT**

Under no conditions will Alaska Aerospace be liable for the payment of any interest charges associated with the cost of the contract. Alaska Aerospace 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.

### **SEC. 3.07 LOCATION OF WORK**

The location(s) the work is to be mostly performed, completed, and managed **IS** at **PACIFIC SPACEPORT COMPLEX-ALASKA (PSCA)**.

Alaska Aerospace **WILL** provide workspace for the contractor at the Pacific Spaceport Complex-Alaska (PSCA) if needed on occasion. The contractor must provide its own workspace.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for travel to PSCA to facilitate the completion of Task Order#01. Travel to other locations will not be required.

By signing 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.

### **SEC. 3.08 SUBCONTRACTORS**

Subcontractors will be allowed on a case by case basis, based on the need of the Task Order.

The subcontractor's experience **SHALL NOT** be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

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

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

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

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

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

### **SEC. 3.09 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, Alaska Aerospace 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. 3.11 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. 3.12 CONTRACT PERSONNEL**

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

### **SEC. 3.13 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. Alaska Aerospace may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or contracting 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.

The 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. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor

to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the Contracting officer has secured any required approvals necessary for the amendment and issued a written contract amendment, approved by the Chief Executive Officer.

### **SEC. 3.15 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 Alaska Aerospace in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of confidential information.

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

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

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

### SEC. 3.16 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. 3.17 INSURANCE REQUIREMENTS

Without limiting the contractor’s indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

**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:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
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

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**SEC. 3.18 TERMINATION FOR DEFAULT**

- a. If the Project Director or Contracting 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 Contracting 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 RFP SUBMITTAL FORMS

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

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

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

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

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

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

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>5</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>5</b>
Submittal Form F – Subcontractors	
Submittal Form G – Cost Proposal	

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

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

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

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

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

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

The Submittal Form also requests the following information:

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

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

#### **SEC. 4.04 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 by title/position. Offerors must provide resumes for those personnel with names and titles that will be assigned to complete the project as a separate attachment to Submittal Form B.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person (by title/position) who will actually work on the contract along with their 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.

**SPECIAL NOTE FOR ANONYMOUS SUBMISSIONS:** This Submittal Form shall be kept anonymous and must not contain any names (use example word: “Title”, “Position”, “The Company”) that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02). Proposals that do not adhere to the requirements of this note may be found non-responsive.

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

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

#### **SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

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).

**SPECIAL NOTE FOR ANONYMOUS SUBMISSIONS:** This Submittal Form shall be kept anonymous and must not contain any names (use example word: “Title”, “Position”, “The Company”) that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02). Proposals that do not adhere to the requirements of this note may be found non-responsive.

#### **SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)**

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the AAC’s project schedule.

**SPECIAL NOTE FOR ANONYMOUS SUBMISSIONS :** This Submittal Form shall be kept anonymous and must not contain any names (use example word: “Title”, “Position”, “The Company”) that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02). Proposals that do not adhere to the requirements of this note may be found non-responsive.

#### **SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)**

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

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).

**SPECIAL NOTE FOR ANONYMOUS SUBMISSIONS:** This Submittal Form shall be kept anonymous and must not contain any names (use example word: “Title”, “Position”, “The Company”) that can be

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used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02). Proposals that do not adhere to the requirements of this note may be found non-responsive.

#### **SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)**

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

#### **SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)**

Offerors must complete and submit this Submittal Form. Proposed costs must include 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 cost proposal are the total amount of costs to be paid by AAC. No additional charges shall be allowed.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three AAC employees or public consultants, will evaluate the technical portion of all responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the contracting 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 contracting officer, who will then compile the scores and calculate the average of awarded points.
- 7) AAC 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
Experience and Qualifications	(Submittal Form B)	50
Understanding of the IDIQ & Task Order#01	(Submittal Form C)	20
Methodology Used for the Project (Task Order #01)	(Submittal Form D)	10
Management Plan for the IDIQ & Task Order #01	(Submittal Form E)	20
	Total	100

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	0
	Total	100

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	5
Total	5

**TOTAL EVALUATION POINTS AVAILABLE: 105**

### **SEC. 5.03 EXPERIENCE AND QUALIFICATIONS**

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

**1) Questions regarding the personnel:**

- a) The proposal provides the firm's background, client base, licensing information and years in business.
- b) Does 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?

**2) Questions regarding the firm:**

- a) How relevant is the past performance data provided for completion of project with similar requirements?
  - i) Highly Relevant: A&E Services Provided for a Spaceport.
  - ii) Relevant: A&E Services provided for an FAA Licensed Airport.
  - iii) Somewhat Relevant: A&E services provided for an Aerospace project in Alaska or on behalf of Government customer.
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- d) Has the firm provided letters of reference from previous clients?

### **SEC. 5.04 UNDERSTANDING OF THE PROJECT**

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

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) To what degree has the offered provided a detailed schedule of plan of action and milestones to meet deliverables as outlined in the Statement of Work?

**SEC. 5.05 METHODOLOGY FOR THE PROJECT**

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

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) Does the methodology interface with the time schedule in the RFP?

**SEC. 5.06 MANAGEMENT PLAN FOR THE PROJECT**

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

- 1) Has the offeror outlined an approach that is tailored based an understanding of the organization's local and industry factors specific to this project (i.e. niche and unique nature of Spaceport Facilities and Launch Infrastructure, remoteness of PSCA).
- 2) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

**SEC. 5.07 CONTRACT COST (COST PROPOSAL)**

The Cost Proposal will not be evaluated as part of the offeror’s total score.

**SEC. 5.08 ALASKA OFFEROR PREFERENCE**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 5% 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:

100 Total Points Available in RFP x 5% Alaska Offeror preference = 5 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	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	5 points
Offeror #3	80 points	Alaska Offeror Preference	5 points

**Step 3**

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

Offeror #1	83 points
Offeror #2	79 points (74 points + 5 points)
<b>Offeror #3</b>	<b>85 points (80 points + 5 points)</b>

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

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## 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 Contracting Officer, or an evaluation committee made up of at least three AAC employees, 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 clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted because 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, AAC may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

## **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,

AAC 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**

Alaska Aerospace Regulation, 1.070, “PROTESTS AND CONTROVERSIES” 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 contracting officer within five 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.

## **SEC. 6.11 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's failure to provide this completed form with their proposal will cause AAC to disallow the preference

### **SEC. 6.12 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign the AAC's Standard Agreement Form for IDIQ and Professional Services Contracts (<https://akaerospace.com/professional-services-contract/>).

### **SEC. 6.13 PROPOSAL AS PART OF THE CONTRACT**

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

### **SEC. 6.14 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. 6.15 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. 6.16 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. 6.17 ALASKA AEROSPACE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **SEC. 6.18 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. 6.19 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. 6.20 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. 6.21 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. 6.22 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. 6.23 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. 6.24 SOLICITATION ADVERTISING**

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

## **SECTION 7. ATTACHMENTS**

### **SEC. 7.01 ATTACHMENTS**

**Attachments:**

- 1) Submittal Forms A – E
- 2) Cost Proposal Submittal Form F
- 3) Kodiak Pasagshak Road Preservation and Improvement Package (Historical Reference Documents)