

ALASKA AEROSPACE REQUEST FOR PROPOSALS



PACIFIC SPACEPORT COMPLEX- ALASKA ENVIRONMENTAL ASSESSMENT RFP AAC-24-007

ISSUED 25 NOVEMBER 2024

ALASKA AEROSPACE IS SEEKING A QUALIFIED CONTRACTOR TO DEVELOP MARKET BASED, MONTHLY RATES FOR THE USE OF LAND AND FACILITIES AT THE PACIFIC SPACEPORT COMPLEX-ALASKA IN KODIAK, ALASKA.

ISSUED BY:

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

PRIMARY CONTACT:

KYLE J STRINGER
CONTRACTING SPECIALIST
KYLE.STRINGER.CTR@ALASKAAEROSPACE.GOV
(907) 771-8050

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

The Alaska Aerospace Corporation (AAC) is seeking a qualified contractor to provide Environmental Assessment (EA) process expertise critical to modifying the Alaska Aerospace (AAC) Launch Site Operator License (LSOL) at the Pacific Spaceport Complex-Alaska (PSCA) in Kodiak, AK. This support will include writing and providing guidance, oversight, and continued technical and editorial support of the EA through final acceptance by the Federal Aviation Administration.

SEC. 1.02 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **5PM** prevailing Alaska Standard Time on **7 JANUARY 2025** as indicated by postmark or email timestamp and late proposals will not be considered. All interested bidders must register with the Procuring Contracting Officer prior to bid submittal. Unregistered bids will not be accepted.

SEC. 1.03 PRIOR EXPERIENCE

For offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Demonstrated experience in preparing environmental assessments under NEPA guidelines.
- Prior experience in environmental assessments specifically on Spaceport operations and development.

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. 1.04 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. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: KYLE STRINGER

EMAIL ADDRESS: KYLE.STRINGER.CTR@AKAEROSPACE.COM

SEC. 1.06 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

KYLE.STRINGER.CTR@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 AAC 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 the issuing agency to confirm that the proposal has been received. Alaska Aerospace is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.07 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.08 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. 1.09 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.10 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		11/25/2024
Pre-Proposal Conference	10am	12/13/2024
Deadline for Receipt of Proposals / Proposal Due Date	5pm	1/7/2025
Proposal Evaluations Complete	N/A	1/13/2025
Notice of Intent to Award	N/A	1/17/2025
Contract Issued	N/A	1/23/2025

This RFP does not, by itself, obligate Alaska Aerospace Corporation. Alaska Aerospace Corporation's obligation will commence when the contract is approved by the Chief Executive Officer (CEO). Upon written notice to the contractor, AAC 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. 1.11 PRE-PROPOSAL TELECONFERENCE

A pre-proposal **TELECONFERENCE** will be held at **10AM**, Alaska Time, on 13 December 2024. The purpose of the **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 Procurement 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:

SEC. 1.12 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. 1.13 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Pacific Spaceport Complex-Alaska (PSCA) was established in 1991 at Narrow Cape, Kodiak Island, Alaska and is owned by the Alaska Aerospace Corporation (AAC). It lies upon 3,717 acres of land and was the first Federal Aviation Administration (FAA) licensed spaceport to be established on non-federal property, opening in 1998. The spaceport was started as a low-cost access point to space for small, vertically launched rockets and stratospheric balloons. In addition, it has been funded purely on earned revenues since 2015 and continues to do so without the help of state or federal subsidies. Because of this, it acts as one of the many economic resources Alaska state revenues and continues to hold this economic status to this day.

The PSCA complex is a vast spaceport with several functions and capabilities that help support rocket launches, launch vehicle telemetry and tracking, space systems and physics research, and state and federal interests in space. To this end, PSCA provides full rocket launch capabilities including integration, checkout, and launch facilities for both government and commercial customers. The location of PSCA offers ideal access to space for polar, sun synchronous, and high elliptical orbital and sub-orbital launches. These launch missions offer the ability for observational missions, as well as advanced aerospace systems tests and experiments.

PSCA is approved to launch up to 9 times a year, 6 small and 3 medium launch vehicles. Previous attempts to increase this number through written re-evaluations (WR) and supplemental environmental assessments (SEA) with the FAA have not been successful. PSCA requires an increase in the number of approved launches to allow for longer campaigns to be assured there are launches available for their programs. As congestion continues at Eastern and Western ranges, PSCA is preparing to capture a larger market segment of medium launch vehicles. This EA will target increasing the approved number of annual launches and update a few limitations included under the current 2016 Final Environmental Assessment, Finding of No Significant Impact, Kodiak Launch Complex Launch Pad 3.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

Alaska Aerospace (AAC) is soliciting proposals for Environmental Assessment (EA) services.

The Department wants assistance with EA services to update the Launch Site Operator License (LSOL)

The consultant will provide Environmental Assessment process expertise critical to modifying the Alaska Aerospace Launch Site Operator License at the Pacific Spaceport Complex-Alaska (PSCA) in Kodiak, AK. This support will include writing and providing guidance, oversight, and continued technical and editorial support of the EA through final acceptance by the Federal Aviation Administration.

The goal of this project is to develop AAC's new Environmental Assessment (EA), which is updating the previous 2016 Final Environmental Assessment, Finding of No Significant Impact. The update will modify the number of launches per year and increase the yearly launches to 25 contract term and work schedule. The update will also include licensing and approval for construction for Spaceport infrastructure.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **21 January 2025**, for approximately **2.5 years** until completion, approximately **June 2027**.

Unless otherwise provided in this RFP, the 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 procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

The Contractor shall consult and develop AAC's new Environmental Assessment (EA), which is updating the previous 2016 Final Environmental Assessment, Finding of No Significant Impact. The update will modify the number of launches per year and increase the yearly launches to 25.

- a) Contractor shall update EA to address both liquid and solid fueled rockets in their data analysis.
- b) The Contractor shall support increasing the number of permitted launches to 25.
- c) The Contractor shall coordinate Section 106 consultation under the National Historic Preservation Act and State of Alaska offices as required.
- d) The Contractor shall coordinate Section 4(f) consultation under the Department of Transportation Act as required.
- e) The Contractor shall coordinate consultation with the National Marine Fisheries Services (NMFS), United States Fish and Wildlife Service (USFWS), and State of Alaska offices in accordance with Section 7 of the Endangered Species Act (ESA), if required.
- f) The Contractor will coordinate any consultations with State of Alaska environmental departments as required.
- g) The Contractor will coordinate any consultations with State of Alaska Tribal and Native Organizations as required.
- h) The Contractor shall finalize and submit the EA to FAA and manage any required revisions resulting from the review leading to the FAA's acceptance of the EA.
- i) The Contractor shall conduct status telecons on a bi-weekly basis with the Program Manager and support meetings with stakeholders, as required.
- j) Contractor will assist in surveying, coordinating, and running the necessary public meetings. Contractor acknowledges travel to Kodiak and Anchorage, AK for on site in person public meeting will be required.
- k) The Contractor shall submit a monthly status report to both the Contract Manager and Program Manager outlining perceived accomplishments, challenges, proposed solutions, upcoming milestones and an expenditure summary categorized by task during the preceding 30 days. This report shall be submitted every month beginning in February 2025. Contractor Format is acceptable.
- l) Deliverables shall include consultations, work plans, scopes of work, status reports, agreements, MOUs and other documentation to support and record environmental compliance activities as required.

Task/Document Title	Required Delivery Date
Monthly Status Report	5 th of every month
First consultation meetings with all required entities complete	15 April 2025
Draft EA Submitted to AAC	TBD
Draft EA Submitted to FAA	TBD
EA Approval (FAA)	June 2027

SEC. 3.04 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

Alaska Aerospace 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 have been approved by the project director.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Chief Executive Officer. 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 performed, completed, and managed **IS** at **THE CONTRACTOR'S PLACE OF BUSINESS AND THE PACIFIC SPACEPORT COMPLEX-ALASKA (PSCA)**.

Alaska Aerospace **WILL** provide workspace for the contractor at the Pacific Spaceport Complex-Alaska (PSCA) if needed. 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 the Environmental Assessment. 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 AAC to reject the proposal as non-responsive or cancel the contract.

SEC. 3.08 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'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 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 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.

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 are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 3.10 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. 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 or subcontractors named in the proposal must be approved, in advance and in writing, by the project director and the procurement 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. 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 procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause 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.

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 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 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 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 procurement 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:

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. 3.18 TERMINATION FOR DEFAULT

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, 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 Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the s AAC 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 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 C – Understanding of the Project	5
Submittal Form D – Methodology Used for the Project	5
Submittal Form E – Management Plan for the Project	5
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, 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.
- g) 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.

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

Offerors must also provide reference names, phone numbers and summary for similar projects including the total time to complete each project 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.

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).

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 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).

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 AAC'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).

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

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 state employees or public officials, 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 procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for 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 procurement officer 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. 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)	35
Understanding of the Project	(Submittal Form C)	10
Methodology Used for the Project	(Submittal Form D)	15
Management Plan for the Project	(Submittal Form E)	20
Total		80

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

Cost Criteria		Weight
Cost Proposal	(Submittal Form F)	20
	Total	105

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 specify 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 and subcontractor (if used):

- a) How relevant is the past performance data provided for completion of project with similar requirements?
 - i) Highly Relevant: Environmental Assessment (EA) Services Provided for a FAA Licensed Spaceport.
 - ii) Relevant: Environmental Assessment (EA) Services provided for an FAA Licensed Airport.
 - iii) Somewhat Relevant: Environmental Assessment (EA) 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 on 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)

Overall, a minimum of **20%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

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 points 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:

$$100 \text{ Total Points Available in RFP} \times 5\% \text{ Alaska Offeror preference} = 5 \text{ Points for the preference}$$

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)
Offeror #3	85 points (80 points + 5 points)

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,

- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.03 SITE INSPECTION

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 procurement officer at AAC'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

AAC 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 proposals identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, 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 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. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.11 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference

SEC. 6.12 STANDARD CONTRACT PROVISIONS

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

SEC. 6.13 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or

- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.14 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.15 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. 6.16 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. 6.17 RIGHT OF REJECTION

Offerors must comply with all 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 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.

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

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

SEC. 6.18 ALASKA AEROSPACE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.19 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the Alaska Aerospace and may be returned only at the AAC'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. 6.20 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. 6.21 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. 6.22 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. 6.23 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. 6.24 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

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.

SEC. 6.25 SOLICITATION ADVERTISING

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

SEC. 6.26 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

- **AAC's Ability to Make Changes:** AAC reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

Attachment 1) Pacific Spaceport Complex-Alaska Overview

Attachment 2) Facilities and Launch Pad, Map

Attachment 3) Description of Facilities and Launch Pads

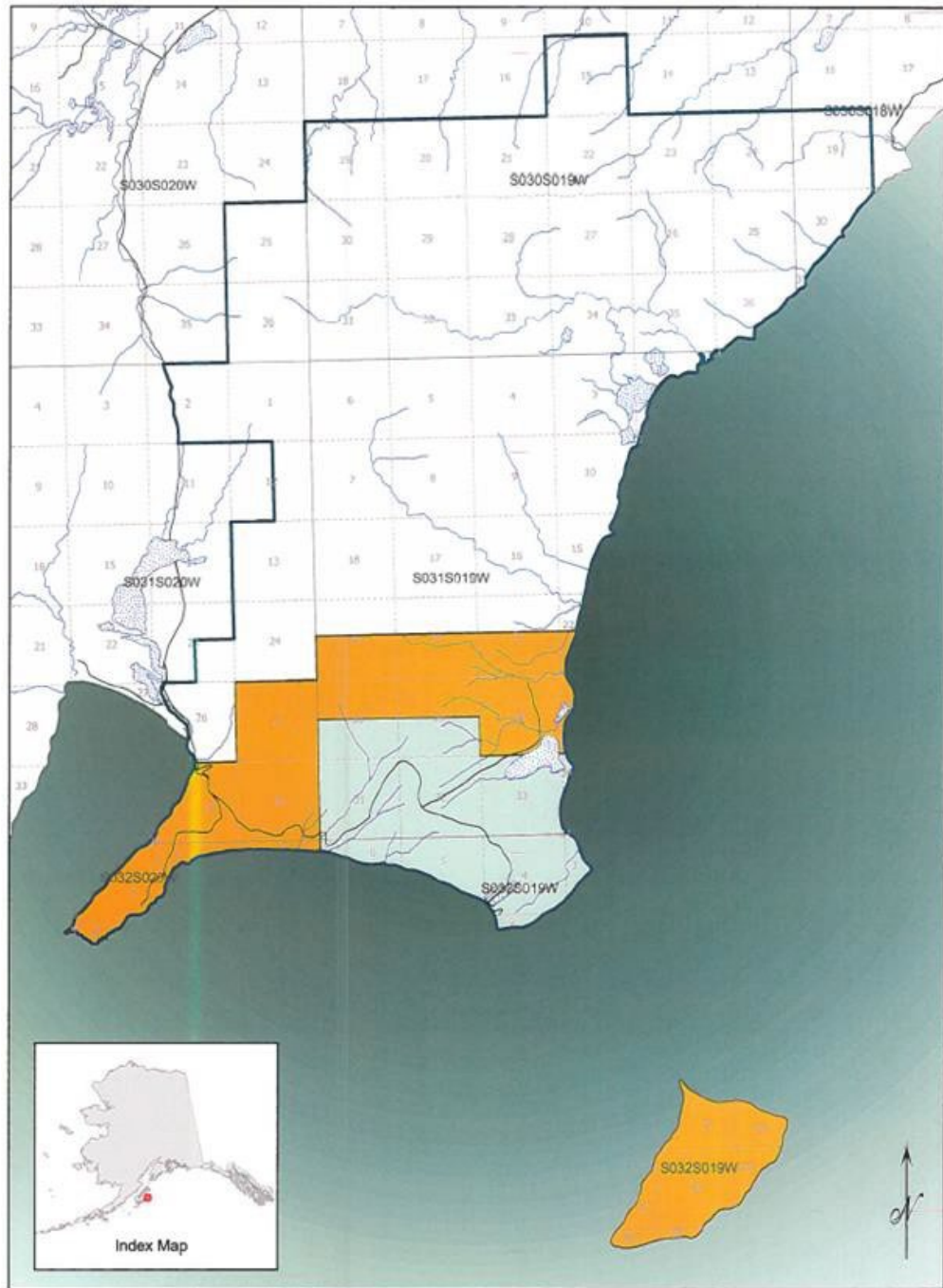
Attachment 4) Submittal Forms A – F

Attachment 5) Cost Proposal (Submittal Form G)

Attachment 6) PLN-1007 AAC ILMA Construction Development Plan Rev 2

Attachment 7) EA Launch Analysis 2024 For Public Release

PACIFIC SPACEPORT COMPLEX-ALASKA OVERVIEW



Core Launch Facility 3,717 Acres

ATTACHMENT 02



FACILITIES AND LAUNCH PAD, MAP



ATTACHMENT 03

HIGH-LEVEL DESCRIPTION OF FACILITIES AND LAUNCH PADS

1. RANGE CONTROL CENTER (RCC)

The RCC is a 14,000 square foot building that houses the Launch Operations Control Center (LOCC) and customer offices, Tech Control/Communications Room for inter and intra communications, weather office, security, emergency medical services, conference rooms for unclassified and classified support, administrative and engineering support personnel offices,

restrooms/showers, and break room. The RCC provides both private office and open space areas primarily for Spaceport Users. The RCC has a paved and security fenced area that supports parking for up to 77 vehicles.

2. PAYLOAD PROCESSING FACILITY (PPF)

Space vehicles and payloads are processed in the PPF, which includes a 40' x 60'x66' receiving bay and a 40' x 60x 66' processing bay. Each bay has 2,400 square feet of floor space for a total of 4,800 square feet. The PPF can be operated anywhere from a class 100,000 up to a class 10,000 clean room for the checkout and fueling of spacecraft, depending on customer needs. An air shower with air lock provides personnel access to the clean room. A washroom and area for changing clothes is also included. A 15-ton bridge crane with 50' of hook height serves both the airlock and processing bays. A 30' x 32' equipment airlock facilitates controlled entry of support equipment and fueling carts to the processing bay without having to open the primary airlock.

3. INTEGRATION AND PROCESSING FACILITY (IPF)

The IPF is designed to support indoor horizontal processing of vehicles and other covered, horizontal operations. The IPF is a 50' x 100' environmentally conditioned structure capable of maintaining vehicle specific temperature and humidity with four 40' high by 18' wide roll-up doors. The IPF is also equipped with ordnance certified (Class 1, Div 2) electrical power receptacles and a 25-ton bridge crane having 40' of hook height.

4. LAUNCH PAD 2- SPACECRAFT ASSEMBLIES AND TRANSFER BUILDING (LP-Section 8. 2/SCAT)

The SCAT building is a self-contained, environmentally controlled mobile structure that houses LP-2. The SCAT is 45' wide and 70' long, with a 60' high ceiling, with four roll-up doors. Three doors are 40' high by 18' wide, and one door is 43' high to allow SCAT removal from the stool-mounted launch vehicles while on the LP-2 launcher. This structure is roller mounted on tracks between the IPF and the LSS.

5. LAUNCH PAD 1- LAUNCH SERVICE STRUCTURE (LP-1/LSS)

The LP-1 consists of a 174' tall LSS, which will accommodate Minotaur, Taurus, Athena, Vega, Shavit, and Epsilon class vehicles and is mainly used for orbital launches. The LSS is an environmentally controlled, all-weather facility, with adjustable height and adjustable diameter work platforms, flame trench, transporter erector accommodation, side entry with booster break-over accommodations, and fiber and copper connectivity to the RCC.

6. EXTENDED MISSION CONTROL CENTER (EMCC)

Within the secure fence line there is 68,500 square feet (250'x 274') of compacted gravel. The low voltage infrastructure contains a network of 72 strand fiber optic and ethernet cable for communication, security, data requirements and launch support. LED area lighting is attached to four 40' poles that also support security cameras. Facilities in the Alpha Site include a conference room, security building, three office buildings, break room/kitchen building and restroom facilities for men and women.

7. INSTRUMENTATION FIELD

A 260' x 390' gravel area that accommodates a wide array of Spaceport User instrumentation equipment and antennas as well as Alaska Aerospace's Spaceport safety and telemetry systems. The instrumentation field is secured by an 8' barbwire topped fence with controlled access and includes the Antenna Field Utility Building (AFUB), Range Radio Equipment Building (RREB) and antenna pads. The AFUB supplies power and communication, via copper, fiber, and coax, to meet customer requirements. A single, 500 KVA transformer supplies 480V to provide lugged 1-phase or 3-phase 120/208 VAC volts backed up by generator power 208 V 200 amp circuit UPS protected 40 KVA service.

8. ROCKET MOTOR STORAGE FACILITY (RMSF)

The Rocket Motor Storage Facility (RMSF) is comprised of two Earth Covered Magazines (ECM's) for short- or long-term storage of rocket motors.

9. MAINTENANCE SUPPORT FACILITY (MSF)

The MSF is a 19,000 square foot building housing three large maintenance and support bays that provide all-weather in-door equipment maintenance and support areas for PSCA; as well as storage bays for mobile assets and customer equipment. Within the MSF there are three separate bays. The MSF has a stand-by 300kw generator that supplies power to the entire building during outages. The MSF is surrounded by paved parking that can accommodate up to twenty (20) vehicles.

10. AREA 1

The compacted gravel pad within the secured fence line is 50,000 square feet and 3 feet thick (200'x 250'). To the north and west of the Area 1 Pad, there is an additional 90,000 square feet of compacted gravel for parking and storage. The Entry Control Point (ECP) is a 20-foot shipping container that serves host to a security office and the electrical & communication distribution center. Power infrastructure includes a 750 kVA 3 phase transformer that supplies 208/120 volts at 60Hz.

11. AREA 3 PAD A

LP-3A is a 10,000 square foot (100'x 100') compacted gravel launch pad. Pad A currently has no electrical or communication infrastructure installed. Also included on Pad A is a 75'x 25' fenced area that is used as secured storage.

12. AREA 3 PAD B

LP-3B located in the south-central quadrant of Area 3 Pad B includes 50,000 square feet of compacted gravel, concrete pads for a launch stool, liquid oxygen (LOX) pad, liquid fuel pad), AND 5000-gallon deluge storage tank.

13. AREA 3 PAD C

LP-3C provides capabilities for commercial liquid and solid fueled light lift vehicle launches. Modifications include concrete pads for a launch stool, vehicle transport erector, 2500-gallon deluge storage tank, liquid oxygen (LOX) 1 pad and liquid fuel pad.

14. AREA 3 PAD D

LP-3D is a 10,000 square foot (100'x 100') compacted gravel launch pad. The Entry Control Point (ECP) shipping container hosts the power and low voltage distribution equipment. Pad D power infrastructure includes a 30 kVA single phase transformer that supplies 240/120 volts at 60Hz.

15. AREA 4

Area 4 is a gravel pad 121,600 square feet (320'x 380') for temporary accommodations that would house operational personnel. Power infrastructure includes a 300 kVA 3 phase transformer that supplies 208/120 volts at 60Hz.

16. AREA 5

Area 5 is a 50,000 square foot (200'x 250') compacted gravel launch pad intended for use during government launch campaigns. The Entry Control Point (ECP) shipping container hosts the power and low voltage distribution equipment. Power infrastructure includes a 225 kVA 3 phase transformer that supplies 208/120 volts at 60Hz.