# ALASKA AEROSPACE CORPORATION REQUEST FOR PROPOSALS



# 3.6m Mobile Tracking Antenna RFP-AAC-24-018

ISSUED December 5, 2024

#### **ISSUED BY:**

Alaska Aerospace Corporation Procurement Division

#### **PRIMARY CONTACT:**

Kyle Stringer Contract Specialist Kyle.Stringer.ctr@akaerospace.gov

**IMPORTANT NOTICE:** This is a proposal that will not be read at public opening. The information may be publicly reviewed after award. The instructions to offerors and Alaska Aerospace (AAC) general terms and conditions should be reviewed and understood before preparing a proposal. As a state agency, AAC is exempt from federal, state, and local taxes. AAC will not pay for any information received in response to this Request for Proposal (RFP), nor will AAC compensate any respondent for any cost incurred in developing the Proposal. All information submitted by respondents to this RFP, including appropriately marked proprietary information, will be safeguarded, and protected from unauthorized disclosure. All personnel reviewing the RFP information have been briefed regarding Non-disclosure and Organizational Conflict of Interest (OCI) issues. Return the proposal by the above time and date. The proposal is to be valid for 60 days.

# **SECTION 1. INSTRUCTIONS TO OFFERORS**

### Section 1.01 PURPOSE OF THE RFP

The Alaska Aerospace Corporation (AAC) is soliciting Firm Fixed Price proposals to procure a transportable 3.6 meters-band telemetry tracking antenna as per scope of work.

#### **Section 1.02 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be submitted electronically via <u>Kyle.Stringer.ctr@akaerospace.gov</u> on or before the RFP closing date of **20 December 2024**, **5 PM AKST.** Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

# **Section 1.03 PRIOR EXPERIENCE**

For Offerors to be considered responsive, offerors must:

- Be independent of the State of Alaska and the Alaska Aerospace Corporation as defined by the U.S Government Accountability Office's Government Auditing Standards.
- Be a current manufacturer of range telemetry tracking antenna systems.
- Have current model lines of the size and performance requirements requested.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

# **Section 1.04 REQUIRED REVIEW**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement team at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing. The terms and conditions should be reviewed and understood before preparing a quotation and are available at https://akaerospace.com/contracts/.

#### **Section 1.05 SOLICITATION INQUIRES AND OUESTIONS**

All questions regarding this solicitation, of a contractual or technical nature, must be in writing and submitted to <a href="Kyle.Stringer.ctr@akaerospace.gov">Kyle.Stringer.ctr@akaerospace.gov</a>. Please be advised AAC reserves the right to transmit those questions and answers of common interest to all prospective offerors.

# Section 1.06 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.

#### **Section 1.07 AMENDMENTS TO THE RFP**

If an amendment is issued before the deadline for receipt of proposals, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer.

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 because of receiving new or amended proposals.

# **Section 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.

### **Section 1.09 RFP SCHEDULE**

| ACTIVITY  | DATE       | TIME     |
|---|------------|----------|
| Issue Date / RFP Released                             | 12/5/2024  |          |
| Deadline for Receipt of Proposals / Proposal Due Date | 12/20/2024 | 5pm AKST |
| Proposal Evaluations Complete                         | 12/27/2024 |          |
| Notice of Intent to Award                             | 12/30/2024 |          |
| Contract Issued                                       | 01/02/2025 |          |

This RFP does not, by itself, obligate Alaska Aerospace. AAC's obligation will commence when the contract is executed. Upon written notice to the contractor, AAC may set a different starting date for the contract. AAC will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by AAC.

# **Section 1.10 ALTERNATE PROPOSAL**

Offerors may only submit up to three proposals for evaluation. Alternate proposals (proposals that offer something different than what is asked for) should offer performance superior to the basic requirements defined in section 3 otherwise they will be rejected.

This proposal is seeking the final components to complete the outfitting of an existing Alaska Aerospace asset. Alternate proposals for other major system components or "turnkey" telemetry system solutions will be rejected.

# SECTION 2. BACKGROUND INFORMATION

#### Section 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 conducts business in accordance with standard contracting practices that are Defense Contract Audit Agency compliant.

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, which provides access to planetary orbital space for commercial and government interests. The corporation's charter encompasses more than space launch, and it participates in other aerospace fields as well.

# a) Remote site tracking antenna

Alaska Aerospace supports regular orbital launch operations from the Pacific Spaceport Complex – Alaska and other remote locations around the world. Alaska Aerospace is seeking to augment its existing telemetry tracking capabilities with a minimum footprint down-range tracking system. The intended purpose of the system is to provide non-redundant telemetry receipt only capability to late-state flight events and over-the-horizon acquisition.

Minimum antenna performance is a G/T of 12 dB/K. Preference will be given to proposals able to

exceed this performance and still maintain within the transportation constraints defined elsewhere in this proposal.

The antenna shall have RF based auto tracking capability. The antenna control unit shall support external tracking data sources and capable of tracking a single selection from up to 8 simultaneous real-time ECEF (Earth Centered Earth Fixed) WGS-84 coordinates data streams. The external tracking source data information shall be provided as UDP packets over a Network TCP/IP stream at a rate of at least 20 Hz. The system shall also accept and be capable of playback of external "nominal" trajectory data files. The file playback start shall be possible to start at a designated UTC time. The system shall support NTP time synchronization. All external real-time tracking source and nominal trajectory file selection options shall be displayed for operator selection from a single page.

The antenna control unit shall have all hard drives removable from the unit without major disassembly. The antenna control unit shall input and display at least 4 AGC levels and also have 4 AM inputs for the RF auto tracking. The antenna control unit shall also be able to ingest multiple TLE files of orbital objects and be capable of pre-scheduling tracks of them for future passes. The antenna control unit shall also have a "recording" or "logging" functionality that tracks at minimum antenna pointing and performance information, received data source pointing angles, and tracking state settings.

Antenna control equipment will be installed into an existing conditioned mobile telemetry operations container.

Preference is for single mode FC/APC fiber optic connections for antenna control and RF transport. Conversion from other single-mode fiber optic standards to FC/APC via the use of patch cables is acceptable.

#### b) Mobile Antenna Trailer

Alaska Aerospace regularly operates in locations lacking significant existing heavy lifting equipment. Thus, a trailered solution able to be moved with commonly found consumer vehicles is required. A "F-250" or "2500" class pickup truck is the targeted tow vehicle. The ability to safety tow the trailer with a lower capacity truck would be preferred if possible.

This trailer must be capable of fitting into a standard-height 20' ISO shipping container with a minimum possible removal of components to allow the trailer to safely fit into the container.

Electric or powered lifting equipment to "deploy" the antenna after removal from the container should be kept to only where required. It is expected that the main elevation of the pedestal will require a powered lift system.

Preference will be given to proposals that allow the powered components of the required lift equipment to be "removable" for safe stowage during long duration deployments to protect the hardware from inclement weather.

# c) Rigging Equipment

The intended concept of operations is for this antenna system to be transported between different support locations in a standard-height ISO 20-foot shipping container. The antenna will have a dedicated transportation container that will be purchased by the offeror of the selected proposal after award of contract. The container purchased should be of new "one-trip" condition. To support this rapid transportation concept a standard tie-down and rigging equipment set up inside the shipping container for securing the antenna and trailer is sought as part of this procurement.

The provided rigging solution should be reusable and require a minimum of modification to the standard ISO shipping container.

The provided rigging solution provided should be inspected and approved by a licensed marine surveyor for overseas transportation.

#### d) Weather Resistance

Alaska Aerospace regularly operates for extended periods in both extremely hash marine environments with severe wind driven rain/snow and high desert locations and 100% condensing humidity. NEMA 4X or IP-67 or greater equivalent weather resistance for all external system electronic enclosures is required.

Dehumidification and heating should be provided for all sealed system electronics enclosure spaces.

The wind gust speed survival minimum should approximately 120 MPH. The requirement of additional tie-down straps/chains to meet this requirement is acceptable. Specifications for the minimum weight or "pull-out" force for the tie down provisions shall be provided if the additional tie-down provisions are required.

# e) Proprietary Hardware

Alaska Aerospace understands that certain system components must be "bespoke" or purpose-built to provide satisfactory performance or minimum required functionality. However, due to the extreme remoteness that Alaska Aerospace's systems typically operate, and the critical nature of meeting required support timelines; Preference will be given to proposals that make the best effort use of COTS system components. Such as but not limited to servo drives, encoders, and servo motors.

#### f) Spare Components

Proposals shall include the cost of a complete component or module level hardware spares set for any components major electrical or mechanical component deemed likely to stop system operations in the event of a failure. Examples of such equipment are servo drives, encoders, control boards, servo motors, circuit breakers, relays, servo gearboxes, limit switches, etc.

# g) Post Contract Support

PSCA maintains a skilled team of technicians capable of most troubleshooting and corrective actions required to replace system components with spares and maintain satisfactory system performance.

Proposals should include the furnishing required maintenance manuals and schematic drawings to support this maintenance upon delivery of the system.

Proposals that prohibit PSCA personnel from performing maintenance or troubleshooting functions and instead require factory service employees to make remote service calls for all antenna maintenance or troubleshooting will not be considered.

# SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

#### **Section 3.01 SCOPE OF WORK**

The Successful Offeror will:

- a. Deliver a new 3.6m telemetry RF tracking antenna, sparing and control equipment FOB Pacific Spaceport Complex Kodiak Alaska and related equipment as defined in the requirements described in this document.
- b. Provide complete system operation and service manuals.
- c. Provide sufficiently detailed electric schematic drawings to support general PSCA troubleshooting efforts.
- d. Provide a set of "system spares."
- e. Purchase and fabricate a mobile antenna trailer.
- f. Purchase a One-Trip Standard height ISO 20-foot shipping container.
- g. Purchase and install all required rigging equipment for the safe stowage and intermodal transport of the antenna into the purchased shipping container.
- h. Have an inspection by a qualified marine inspector of final rigging solution.

# (a) System Characteristics:

The antenna shall have the capability to:

- o Safely perform complete antenna setup and deployment by two personnel.
- Be completely packaged for shipment in a single standard-height 20-foot intermodal shipping container.
- Only required major equipment to remove antenna from shipping container and deploy/setup antenna is a F-250 class or less pickup truck with tow hitch.

#### (b) The general performance requirements are as follows:

**Reflector Size:** Approximately 3.6 m (Sized to meet minimum G/T requirements)

**G/T:** 12 dB/K Minimum

**RF Polarization:** RHCP and LHCP simultaneous

Frequency Range: 2200 – 2400 MHz & 1435 – 1850 MHz

Azimuth and Elevation Maximum Velocity: 20 Degrees/s minimum.

Azimuth and Elevation Maximum Acceleration: 40 Degrees/s minimum.

**Power:** 120/208V Y 3-Phase

Exterior Temperature Operation Range: -40 F to 120 F

# Section 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award to delivery of required hardware and software components. Delivered no later than 1 May 2025.

The approximate contract schedule is as follows:

- a. January: Acceptance of final proposal and hardware design review.
- b. April: Factory acceptance testing
- c. May: Delivery of required system and components FOB Kodiak.

Unless otherwise provided in this RFP, AAC and the successful offeror/contractor agree: (1) any requested extension of the delivery timeline will be made in advance and in writing 60 days before delivery deadline to Kyle Stringer Kyle.Stringer.ctr@akaerospace.com

# **Section 3.03 CONTRACT TYPE**

This Contract is a Firm Fixed Price (FFP) contract.

# **Section 3.04 PROPOSED PAYMENT PROCEDURES**

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

# **Section 3.05 LOCATION OF WORK**

The work is to be performed, completed and managed at the offeror's manufacturing facilities.

By signature on 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.

# **Section 3.06 SUBCONTRACTORS AND JOINT VENTURES**

Subcontractors and Joint Ventures will be allowed.

### **Section 3.07 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 or procurement officer. Changes that are not approved by the AAC may be grounds for AAC to terminate the contract.

# **Section 3.08 CONTRACT CHANGES UNATICIPATED 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 manager 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.

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

# Section 3.09 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 confidential information.

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract includes personnel wages and person-specific data.

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 AAC with written notice of the requested disclosure (to the extent such notice to the AAC is permitted by applicable law) and giving the AAC opportunity to review the request.

If the contractor receives no objection from AAC, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the AAC within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the AAC, shall seek to obtain legal protection from the release of the confidential information.

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

#### **Section 3.10 IDEMNIFICATION**

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.

# Section 3.11 <u>INSURANCE REQUIREMENTS</u>

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

Certificates of Insurance must be furnished to the contract specialist prior to beginning work and

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

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

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

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

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

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

### **Section 3.12 TERMINATION FOR DEFAULT**

If the CEO 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 of the remaining work.

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

#### SECTION 4. PROPOSAL FORMAT AND CONTENT

#### **Section 4.01 RFP SUBMITTAL FORMS**

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. Electronic copies of the forms are posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

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 and rejected.

# **Section 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 page limit requirements.

**Anonymity:** Certain Submittal Forms listed below must not contain any names that can be used to identify

who the offeror is (such as company names, offeror name, company letterhead, personnel names, project names, subconsultant names, manufacturer or supplier names, or product names).

**Page Limits:** Certain 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).

| SUBMITTAL FORM  | ANONYMOUS<br>DOCUMENT | MAXIMUM<br>PAGE LIMITS |
|---|-----------------------|------------------------|
| Submittal Form A – Offeror Information and Certifications                         | NO                    |                        |
| Submittal Form B – Technical Approach   | YES                   | 25                     |
| Submittal Form C – Team Knowledge and Experience                                  | YES                   | 2                      |
| Submittal Form D – Unique Qualifications  | YES                   | 2                      |
| Submittal Form E – Value Added Services   | YES                   | 2                      |
| Submittal Form F – Cost Proposal  | NO                    |                        |
| Submittal G - A copy of Offeror's most recent peer review report (Offeror Format) | NO                    |                        |

Any Submittal Form that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

# Section 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 nonresponsive and the proposal may be rejected.

# Section 4.04 TECHNICAL APPROACH (SUBMITTAL FORM B)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, the project schedule, and AAC's organization/industry.

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 AAC's project schedule.

Offerors must provide comprehensive narrative statements that demonstrate its ability to provide an antenna system meeting the defined requirements in this document, including notional images of the intended system design and packing layout intended for the system to fit into the 20-foot container.

Offerors must provide narrative statements describing what proprietary "bespoke" hardware is in use within the antenna system.

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 AAC's project schedule.

Offerors must provide information on their peer review process.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

#### Section 4.05 TEAM KNOWLEDGE AND EXPERIENCE (SUBMITTAL FORM C)

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP, including professional training; 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 description of qualifications, industry experience, licenses, and strengths for all partners in addition to the firm's background, client base, licensing information and years in business.

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

numbers for similar projects the offeror's firm has completed.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

# Section 4.06 <u>VALUE ADD SERVICES (SUBMITTAL FORM D)</u>

Offeror must provide comprehensive narrative on the additional value-added services the Offeror can provide that can expand the capability or performance of the system. As well as available post-contract services that provide benefit.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

### Section 4.07 COST PROPOSAL (SUBMITTAL FORM E)

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 4.08 PEER REVIEW REPORT (SUBMITTAL G)

Offerors must submit a copy of their firm's most recent peer review report. Offeror format is acceptable.

# **SECTION 5. EVALUATION CRITERIA**

#### **Section 5.01 SUMMARY OF EVALUATION PROCESS**

Alaska Aerospace 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 the RSTS Lead and at least two members of the RSTS review board will evaluate specific parts of the 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 preference discount for price.
- 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.

# **Section 5.02 EVALUATION CRITERIA**

Proposals will be evaluated based on their overall value to AAC, 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                           |
| Technical Performance                     | (Submittal Form B) | 30                               |
| System Maintainability                    | (Submittal Form B) | 30                               |
| Team Knowledge and Experience             | (Submittal Form C) | 10                               |
| Value Add Services                        | (Submittal Form E) | 10                               |
|   |                    |                                  |
| COST CRITERIA                             |                    | WEIGHT                           |
| Cost Proposal                             | (Submittal Form F) | 20                               |
|   |                    |                                  |
| PREFERENCE CRITERIA                       |                    | WEIGHT                           |
| Alaska Offeror Preference (if applicable) |                    | 5% reduction in Cost             |
| Past RSTS Operator Experience with        |                    | 10 Point Bonus to System         |
| Control Interface                         |                    | Maintainability Criteria (not to |
|   |                    | exceed 30 points maximum)        |

TOTAL EVALUATION POINTS AVAILABLE: 100

#### Section 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors' responses for each section will be rated comparatively against one another with each PEC member assigning a score of 0-5 or 0-10. Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

#### **Section 5.04 TECHNICAL PERFORMANCE**

This portion of the offeror's proposal will be evaluated against the following statements:

- 1) The proposal outlines an audit approach that is tailored based on obtaining an understanding of the organization's activities, operating systems, personnel and special needs.
- 2) The proposal indicates an audit approach that is tailored based on the firm's advanced understanding of your organization's industry.
- 3) The proposal outlines the firm's processes for ensuring an efficient and effective audit process.
- 4) The proposal showcases the firm's commitment to providing quality audit services by outlining their peer review process.
- 5) The proposal outlines the firm's approach to consistent formal and informal communications throughout the life of the project.

#### Section 5.05 SYSTEM MAINTAINABILITY

This portion of the offeror's proposal will be evaluated against the following statements:

- 1) The proposal makes best use of non-proprietary hardware.
- 2) The proposal antenna system has clear access to major system components for replacement
- 3) The proposal clearly defines the extent of documentation and drawings that will be supplied on delivery of system. That documentation is sufficient to perform the range of component replacement, troubleshooting and calibration for the expected range of maintenance issues.
- 4) The proposal identifies how the offeror will offer technical support assistance

#### **Section 5.06 VALUE ADDED SERVICES**

This portion of the offeror's proposal will be evaluated against the following statements:

- 1) The proposal provides a listing of additional value-added services the firm provides beyond the audit engagement. (e.g., proactively monitor and communicate topics relevant to your financial and business operations all year long that may impact your future success).
- 2) It is evident that the firm understands our business and our challenges. The firm is committed to being our business advisor, beyond the audit engagement in accordance with ethical standards.

# Section 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:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Cost of Each Higher Priced Proposal)

# Section 5.08 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied as a reduction to the cost 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

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.

# **Section 5.09 Past RSTS Experience with Control Interface**

RSTS personnel have been using the same antenna control interface across its telemetry systems for the past 20 years (ACU M1 from TCS Inc.). Extensive existing operational RSTS procedures have been written with that interface in mind. Different operator interface systems will require RSTS operators to perform a major procedure rewrite and ongoing maintenance of two separate system procedure revisions to support a differing control interface. Offerors able to provide that same interface control system pose a significant reduction in initial and ongoing RSTS labor, operator interoperability and training hour requirements. This will yield an immediate and demonstratable reduction in required maintenance effort. A 10 point bonus to the System Maintainability scoring criteria will be applied for the use of a TCS ACU

M1 controller up to the maximum point value of 30.

#### **Section 5.10 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 list the names of all offerors and identify the offeror selected for award.

# SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

#### **Section 6.01 INFORMAL DEBRIEFING**

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

#### Section 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

In order to receive the Alaska Bidder 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 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.

# Section 6.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to agree to AAC's Standard Terms and Conditions - Appendix A. This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval, and AAC reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

#### **Section 6.04 OUALIFIED 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.

# Section 6.05 PROPOSAL AS PART OF THE CONTRACT

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

#### Section 6.06 ADDITIONAL TERMS AND CONDITIONS

Alaska Aerospace 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.

# **Section 6.07 RIGHT OF REJECTION**

Offerors must comply with all of the terms of the RFP, 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 Alaska Aerospace. 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.

Alaska Aerospace reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended offeror shall be rejected.

# Section 6.08 AAC NOT RESPONSIBLE FOR PREPARATION COSTS

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

#### Section 6.09 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of AAC and may be returned only at the AAC's option. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals may become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the contracting officer does so, and if the contracting officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the contracting officer agrees in writing to hold the requested information confidential, that information

will also become public after the Notice of Intent to Award is issued.

#### **Section 6.10 ASSIGNMENT**

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

#### **Section 6.11 DISPUTES**

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall attempt to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution (or agree in writing to mediate the dispute) within a period of thirty (30) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be referred to each party's cognizant senior management for resolution. In the event the parties' senior management cannot reach agreement on resolution of the dispute within a period of thirty (30) days, either party may seek relief in an arbitration court of competent jurisdiction.

The procedures set forth in this Article shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other provisional judicial relief if, in its sole judgment, such action is necessary. Despite such action, the parties will continue to participate in good faith in the procedures specified in this Article.

# **Section 6.12 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.

### **Section 6.13 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.

# **Section 6.14 DISCUSSIONS WITH OFFERORS**

AAC may conduct discussions with offerors. 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.

# **Section 6.15 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. If contract negotiations are commenced, they may be held via Teams.

#### **Section 6.16 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.

#### **Section 6.17 PROTEST**

An interested party may protest the award of a contract, the proposed award of a contract, or a solicitation for supplies, services, construction, space leases, or professional services by the corporation. The protest must be in writing and must include at least the following information:

- 1) the name, address, and telephone number of the protester;
- 2) the signature of the protester or the protester's designated representative;
- 3) identification of the solicitation or contract at issue;
- 4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- 5) the form of relief requested.
  - a. A protest based on alleged improprieties in an award of a contract, or a proposed award of a contract must be received by AAC within five days after a notice of intent to award is issued by AAC. If the protester shows good cause, the procurement officer will, in that officer's discretion, consider a filed protest that is not submitted in a timely manner.
  - b. The procurement officer will immediately give notice of a protest to the contractor if a contract has been awarded, or if no award has been awarded, to all interested parties.
  - c. Within 10 days after a protest is filed, the CEO will issue a written decision containing the basis of the decision concerning the protest. A copy of the decision will be furnished to the protester by certified mail or by other means that provide evidence of delivery.
  - d. A written appeal from a protest decision must be received by the chair of the board, care of AAC, within five days after the decision is received by the protester and must include the following information:
    - i. a copy the decision being appealed; and
    - ii. identification of the factual or legal errors in the decision that form the basis for appeal;
  - e. The AAC Board or Directors will issue a final decision on an appeal within 90 days of receipt of the appeal.

#### **SECTION 7. ATTACHMENTS**

# Section 7.01 <u>ATTACHMENTS</u>

- 1) Submittal Forms A-E
- Submittal Form G AAC-RFP-24-007- Cost Proposal
   AAC Standard Terms and Conditions- Appendix A
- 4) Insurance and Indemnification- Appendix B