ALASKA AEROSPACE CORPORATION
REQUEST FOR PROPOSALS

PACIFIC SPACEPORT COMPLEX – ALASKA

LOX GENERATION & DISTRIBUTION SITING ANALYSIS
RFP AAC-27-001

ISSUED 30 OCTOBER 2026

ISSUED BY

ALASKA AEROSPACE CORPORATION
4300 B STREET, SUITE 605
ANCHORAGE, AK 99503

PRIMARY CONTACT

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CONTRACT SPECIALST
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907-771-8032

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 CONTRACT MANAGER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE CONTRACT MANAGER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Aerospace Corporation (AAC) is seeking a qualified Contractor to perform an engineering siting evaluation for an on-site Air Separation Unit (ASU) supporting all launch operations at Pacific Spaceport Complex-Alaska (PSCA) on Kodiak Island, Alaska.

SEC. 1.02 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 5pm prevailing Alaska Standard Time on 11 November 2026 as indicated by timestamp on the received email. Note that emails sent before 5pm but received by the Contract Specialist after 5pm will be considered late. Late proposals will be removed from consideration.

SEC. 1.03 PRIOR EXPERIENCE

For offers to be considered responsive, offerors must be able to show that they have a history of performing comparable analyses/studies.

SEC. 1.04 REQUIRED REVIEW

Offerors must carefully review this solicitation for any errors, omissions, or objectionable material. Prompt notification helps ensure a fair competitive process and prevents the submission of proposals based on defective requirements, which could lead to disqualification.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions regarding this RFP must be submitted in writing to the Contract Specialist. This includes requests for clarification on technical specifications, the defined scope of work, or the minimum experience requirements.

The Contract Manager will determine if a response requires a formal written amendment to the solicitation. To ensure a transparent and competitive process, any significant changes to the scope or requirements resulting from these questions will be issued as an amendment to all registered bidders. Only written clarifications provided via formal amendment are considered binding.

CONTRACT MANAGER CONTACT

Duffy Goodner

Duffy.goodner.ctr@akaerospace.gov

SEC. 1.06 RETURN INSTRUCTIONS

Proposals must be submitted via email to Jesse.Hastings.ctr@akaerospace.gov. To ensure proper processing, offerors must adhere to the following requirements:

- **File Format:** The Technical Proposal and Cost Proposal must be submitted as PDF documents, but may be combined into a single file.
- **Labeling:** Attachments must be clearly labeled (e.g., “Vendor A – Proposal.pdf” or “Vendor A – Cost Proposal.pdf”).
- **Subject Line:** The email must include the RFP number in the subject line.
- **File Size Limits:** The maximum size for a single email is 20MB. If the total submission exceeds this limit, it must be sent across multiple emails, each under 20MB and individually compliant with the labeling and subject line requirements.

- **Timing:** Email transmission is not instantaneous. AAC recommends submitting proposals well in advance of the deadline to account for potential delivery delays.
- **Confirmation:** It is the offeror's responsibility to confirm receipt of the proposal with the issuing agency. 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 Contract Manager no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.08 AMENDMENTS TO PROPOSALS

Offerors may submit amendments to their proposals at any time prior to the deadline for receipt of proposals. Any amendment must be submitted in writing and follow the same submission requirements as the original proposal, clearly identifying the specific sections being modified. Amendments received after the deadline will not be considered.

SEC. 1.09 AMENDMENTS TO THE RFP

If an amendment is issued prior to the proposal deadline, it will be shared with all potential offerors.

SEC. 1.10 RFP SCHEDULE

The RFP schedule presented in the table below represents AAC's best estimate of the timeline that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is changed, the rest of the schedule may be shifted accordingly. AAC requests that Offerors aim for a expedited timeline on their proposal. AAC is under a tight timeline with the FAA and would like to move this forward as quickly as possible. AAC reserves the right to close the proposal period early. Registered Offerors will receive a minimum of two days' notice in the event the proposal deadline is being moved forward. All times are in Prevailing Alaska Time.

ACTIVITY	TIME	DATE
RFP Released		30 October 2026
Deadline for Receipt of Proposals	5:00pm	11 November 2026
Proposal Evaluations Complete		13 November 2026
Notice of Intent to Award		30 November 2026
Contract Issued		5 December 2026

This RFP does not, by itself, obligate Alaska Aerospace Corporation (AAC) to any party. AAC reserves the right to cancel this solicitation at any time or choose not to award a contract if it is determined to be in the best interest of the Corporation.

AAC's formal obligation will commence only when a contract is fully executed and approved by the Chief Executive Officer (CEO). While the RFP does specify an effective date, AAC may set a different start date via written notice to the Contractor. Alaska Aerospace is not responsible for any work performed by the Contractor, to include work performed in good faith, prior to the official contract start date established by AAC.

SEC. 1.11 ALTERNATE PROPOSALS

Offerors must submit only one proposal. Any additional proposals will be removed from consideration.

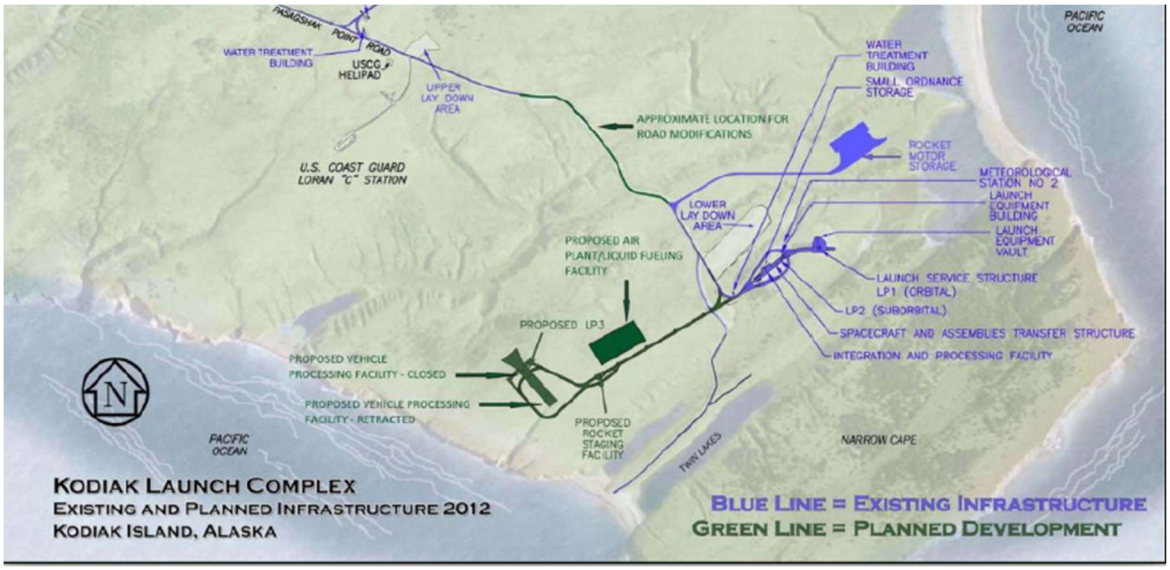
SEC. 1.12 NEWS RELEASES

Any news releases related to this RFP must not be made without prior approval from AAC and must be approved by the CEO.

SCOPE OF WORK & CONTRACT INFORMATION

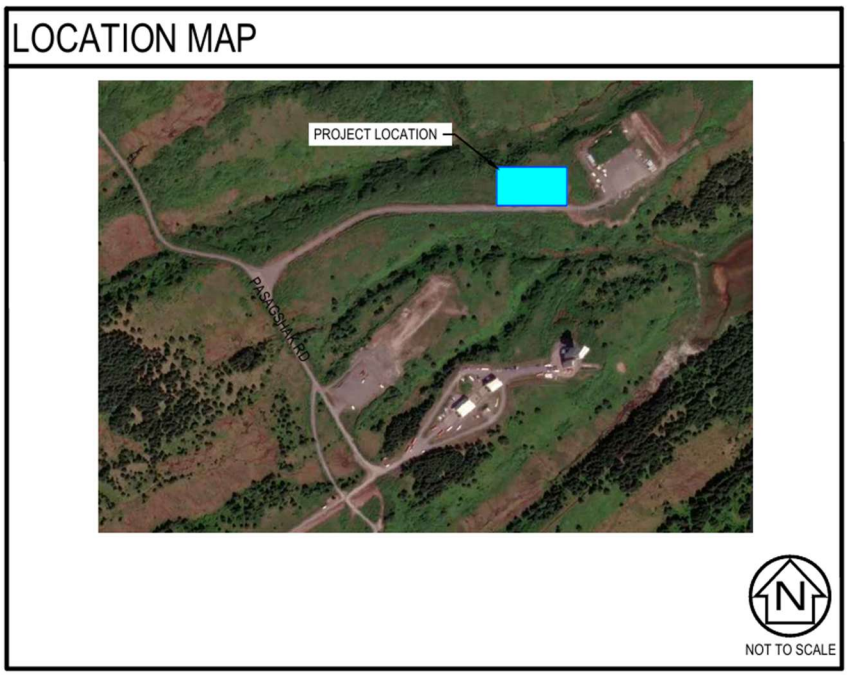
SEC. 1.13 BACKGROUND INFORMATION

A Liquid Fueling Facility (LFF) was approved in the Final Environmental Assessment, Finding of No Significant Impact/Record of Decision for the Kodiak Launch Complex Launch Pad 3 finalized in April 2016. The image below includes a notional sitting for the LFF.



The Proposed Action defining the Liquid Fueling Facility was the following: The LFF would be constructed near Area 3 to produce and temporarily store LOx and liquid nitrogen on-site for the fueling processes. The LFF would consist of an industry standard air plan to extract oxygen and nitrogen from the air, and various storage tanks. The LFF would occupy an area of approximately 200 ft x 350 ft and the storage tanks would require concrete pads to support their frame.

AAC is currently in the process of enhancing the LOx Storage Capability on site with the procurement and emplacement of a LOX Storage Vessel (Auguste Cryogenics HSCS TYPE 37000 Vessel or equivalent) on a pre-existing 100' x 200' concrete pad adjacent to the Rocket Motor Storage Facility (RMSF) area as depicted in the image below.



SEC. 1.14 SCOPE OF WORK

The Contractor must provide all labor, technical supervision, specialized equipment, and materials necessary to perform a comprehensive LOX Generation & Distribution Siting Analysis. There has been significant development at the PSCA, especially in Area 3 where the notional LFF was sited.

The Contractor shall perform an engineering siting evaluation for an on-site Air Separation Unit (ASU) supporting all launch operations at PSCA. The evaluation shall produce a weighted decision matrix assessing: (1) Siting topography and geotechnical feasibility, (2) Regulatory and environmental permitting constraints, (3) QD clear zones in accordance with AFSPCMAN 91-710, (4) Cryogen delivery line routing efficiency versus mobile hauling, and (5) Utility interconnections. The vendor shall ensure appropriate coordination with AAC subject matter experts (SMEs) throughout the study and insert appropriate reviews into the timeline. The final deliverable shall include recommended primary and secondary site locations with associated cost and risk assessments

SEC. 1.15 PERIOD OF PERFORMANCE

The complete Period of Performance will be six months from award.

Unless otherwise specified in this RFP, any extension of the contract must be mutually agreed upon by both parties. All original terms and conditions will remain in full force and effect during the extension period. Contract extensions are only valid when executed in writing by the Contract Manager. An updated Purchase Order will be issued that identifies the new end date.

SEC. 1.16 DELIVERABLES

The following deliverables must be submitted by the contractor:

- Initial Report submitted within 4 months of award.
- Final Report submitted to AAC within 2 months after feedback received from initial report.

SEC. 1.17 CONTRACT TYPE

The contract type will be a Firm-Fixed Price (FFP) award. If the Offeror requires a payment plan, the Offeror will propose a milestone based payment plan in their proposal.

SEC. 1.18 PROPOSED PAYMENT PROCEDURES (IF APPLICABLE)

Payments will be tied to the successful completion and acceptance of specific milestones as outlined in the Contractors proposal. The Contractor must receive approval from the Contract Manager before submitting an invoice after completing a milestone. The Contract Manager must provide approval within 15 business days of receipt of the deliverable. After 15 business days, the Contractor may submit the invoice.

If AAC determines a deliverable does not meet the requirements as laid out in Sec. 1.16 Project Deliverables, AAC may identify the areas that need improvement and request that the Contractor resubmit the deliverable. All invoices must be submitted to the Contract Manager and AAC Billings. The Purchase Order issued by the Contract Manager will identify further instructions for invoicing.

SEC. 1.19 CONTRACT PAYMENT

Alaska Aerospace Corporation (AAC) must not be held liable for any interest charges or late fees associated with contract costs. Additionally, AAC is a tax-exempt entity and must not be responsible for the payment of any local, state, or federal taxes. All costs and financial transactions related to this contract must be stated and processed in U.S. currency.

SEC. 1.20 LOCATION OF WORK

Work Location and Performance

Project management and administrative tasks must be performed at the Contractor's place of business, while all on-site inspection activities must be conducted at the Pacific Spaceport Complex-Alaska (PSCA). While the

Contractor is expected to provide their own primary workspace, AAC will provide temporary workspace at PSCA if necessary to facilitate on-site activities. AAC will ensure the Contractor has access to the site during on-site activities.

Travel and Pricing

The Contractor's price proposal must include all costs for transportation, lodging, and per diem required for travel to PSCA. All travel pricing must be in line with the JTR. As previously identified, travel should not include fee.

Domestic Performance Requirement

By signing the proposal, the Offeror certifies that all services provided under this contract by the Contractor and any subcontractors must be performed within the United States.

SEC. 1.21 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Subcontractor Form (Appendix 3) of this RFP. The offeror must include justification for the planned use of any Contractors and the work they will be utilized for. Offerors must complete at least 60% of the work on an awarded contract themselves.

Failure to adhere to the specified minimum requirement of 60% may result in AAC terminating the contract. To the full extent of its legal authority, AAC reserves the right to seek reimbursement of any monies paid and all associated damages and legal remedies available under the law.

Note that subcontractors are not required to hold an Alaska business license.

SEC. 1.22 INSPECTION, ACCEPTANCE, AND SUBSTANTIAL FAILURE

All work performed under this contract is subject to inspection, evaluation, and approval by AAC personnel. This review process may include assessments by technical, programmatic, and contractual representatives to ensure compliance with all specifications and performance standards. Any deficiencies identified will be provided to the Contractor in writing by the Contract Manager. Deficiencies must be corrected by the Contractor at no additional cost to AAC and within the timeframe identified by the Contract Manager before final acceptance and payment are authorized.

The Contractor must perform all services in a timely manner and to a high professional standard. If the Contractor fails to adequately address deficiencies within the timeframe specified by the Contract Manager or fails to meet contractual deadlines without a prior approved extension, AAC may determine that the Contractor has substantially failed to perform. If such a determination is made, the Contract Manager must provide notice to the Contractor in writing. In the event of a substantial failure, AAC may terminate the contract, require reimbursement of monies paid (based on the portion of unacceptable work received), and seek any associated damages.

SEC. 1.23 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work. Any additional work must remain within the general scope of the initial agreement. When additional work is identified, the Contract Manager must provide the Contractor with a written description of the requirements. In response, the Contractor must submit an updated schedule and an updated price proposal supported by comprehensive cost and pricing data for the additional work.

The Contractor may also identify additional or increased work required based on their initial evaluations. The Contractor must include the additional or increased work, along with a detailed justification for the additional or increased work in the Initial Site Memo. The Contractor must provide a cost estimate for the additional or increased work and an updated timeline, if necessary, with the Initial Site Memo. The Contractor must clearly identify if a delay in approving the additional or increased work will impact the Contractor personnel's ability to continue work and to what extent.

The Contractor must not commence additional work until the Contract Manager has secured all necessary approvals and a written contract amendment has been formally issued and approved by the required AAC representative.

SEC. 1.24 CONFIDENTIALITY AND DATA PROTECTION

Duty of Confidentiality

Both AAC and the Contractor, collectively referred to as the "Parties", agree that all confidential information must be used exclusively for performing the services and providing the deliverables specified in this contract. The Parties must not disseminate or allow the dissemination of confidential information except as expressly permitted herein. The Parties must exercise reasonable care, including physical and electronic security measures, to prevent unauthorized access, disclosure, or use of confidential information by third parties. "Reasonable care" must include compliance with all applicable federal laws, including the Social Security Act and HIPAA compliance, and AAC security standards.

Third-Party Access

Any third parties or subcontractors granted access to confidential information must be held to the same level of confidentiality as the Contractor. The Contractor must ensure that a formal Non-Disclosure Agreement (NDA) is established with any such third party and receive approval from the AAC Contract Manager prior to the release of any data.

Compelled Disclosure

If a party is required by law, regulation, or court order to disclose confidential information, that party must provide the other with prompt written notice (to the extent permitted by law) to allow for a review of the request. If no objection is received within 30 days, the information may be released. Upon request, the disclosing party must cooperate in seeking legal protection or a protective order to prevent or limit the release of the information.

Definition of Confidential Information

Confidential information includes any data, files, software, or materials, whether oral, electronic, or tangible, provided by or learned from either party during the performance of this contract. Examples include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and security protocols.

Exclusions

Confidential information does not include information that was already public knowledge at the time of receipt, is or becomes publicly available through no breach of this contract, is independently developed without the use of the other party's confidential information, or is lawfully obtained from a third party without an obligation of confidentiality.

Notification of Breach

Both parties must promptly notify the other in writing upon becoming aware of any unauthorized storage, disclosure, loss, or access to confidential information.

SEC. 1.25 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and defend Alaska Aerospace Corporation (AAC) 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 AAC for a claim of, or liability for, the independent negligence of AAC. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of AAC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis, "Contractor" and "AAC", as used within this and the following articles, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term

"independent negligence" is negligence other than in AAC's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

SEC. 1.26 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 policies of insurance listed below. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If 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 AAC prior to beginning work and must provide for a notice of cancellation, non-renewal or material change of conditions in accordance with policy provisions.

Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21 or of their applicable state regulations.

Worker's Compensation Insurance

The Contractor shall provide and maintain, for all employees engaged in work under this contract, worker's compensation insurance 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 Acts requirements. The policy must waive subrogation against the State.

Commercial General Liability Insurance

The Contractor shall provide commercial general liability coverage for all business premises and operations used by the Contractor in the performance of services under this agreement. With minimum coverage limits of one million dollars ($1,000,000) combined single limit per claim. The policy must waive subrogation against the State and must include AAC as additional insured.

Commercial Automobile Liability Insurance

The Contractor shall provide automotive liability coverage for all vehicles used by the Contractor in the performance of services under this agreement, with minimum coverage limits of one million dollars ($1,000,000) combined single limit per claim. The policy must waive subrogation against the State and must include AAC as additional insured. If Contractor is utilizing an AAC vehicle, the Contractor must obtain a non-owned auto endorsement to extend liability coverage.

Professional Liability Insurance

Covering all errors, omissions, or negligent acts of the Contractor, its subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in a financial loss to AAC. Limits required are per the following schedule:

CONTRACT AMOUNT	MINIMUM REQUIRED LIMITS
Under $100,000	$500,000 per Claim/Annual Aggregate
$100,000-$499,000	$1,000,000 per Claim/Annual Aggregate
$500,000-$999,999	$2,000,000 per Claim/Annual Aggregate
$1,000,000 or over	Negotiable

SEC. 1.27 TERMINATION FOR DEFAULT

If the Contract Manager determines that the Contractor has refused to perform the work or has failed to perform with the diligence required to ensure timely and accurate completion, AAC must provide written notice to the Contractor to terminate their right to proceed with all or any part of the remaining work.

Additionally, the Contract Manager must, by written notice, terminate this contract under Administrative Order 352 if the Contractor supports or participates in a boycott of the State of Israel. These provisions do not restrict any other termination rights held by AAC under the terms of this contract. To the full extent of its legal authority, AAC reserves the right to require the reimbursement of any monies paid and to seek all associated damages and legal remedies available under the law.

SECTION 2. PROPOSAL FORMAT AND CONTENT

SEC. 2.01 RFP SUBMISSION REQUIREMENTS

This RFP consists of specific sections that must be included in the formal proposal. Additional forms must be submitted as appendices to the formal proposal. An electronic copy of these forms is provided alongside this RFP. Unless otherwise specified, these completed sections and forms **must** constitute the Offeror's entire proposal. Marketing materials or extraneous information **must** not be included. Any proposal that fails to follow these formatting and content requirements may be deemed non-responsive.

SEC. 2.02 FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all 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 requirements for page limits below.

Page Limits

Certain sections within this RFP have established maximum page limits. Offerors must not exceed these limits, which apply to the front side of a page only (e.g., "1 Page" allows for a response on a single side of a sheet). Any content exceeding the specified limit must be discarded by the Contract Manager and will not be reviewed by the evaluation committee. For example, if a five-page response is submitted for a section limited to three pages, only the first three pages will be evaluated.

If an Offeror identifies that the established page limits are too restrictive to provide an adequate proposal, they may submit a written request to the Contract Manager to increase the limit. Such requests must be made with sufficient justification prior to the deadline for questions. The Contractor Manager must provide a written response approving or denying the request.

SECTIONS	MAXIMUM PAGE LIMITS
Executive Summary	1
Table of Contents	1
Section 1: Project Understanding	2
Section 2: Methodology Used for the Project	2
Section 3: Management Plan for the Project	2
Section 4: Experience and Qualifications	2
Section 5: Proposed Project Schedule	2
Section 6: Cost and Contract Type Proposal	3
Forms	Maximum Page Length
Appendix 1: Conflict of Interest Statement	2
Appendix 2: Alaska Bidder Preference Certification	NOT APPLICABLE
Appendix 3: Subcontractors (optional)	1
Appendix 4: Offeror Certifications	1

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

The following are provided for guidance and specific requirements. Any questions on sections or forms not addressed can be sent to the Contract Manager prior to the deadline for questions.

SEC. 2.03 EXPERIENCE AND QUALIFICATIONS (SECTION 4)

Offerors must provide a description of their companies background and highlight their experience in supporting similar analyses/studies.

SEC. 2.04 COST PROPOSAL

The proposed cost must be inclusive of any and all costs associated with the contract. Costs must be broken up amongst the proposed milestones. Offerors will propose one single total cost for the contract.

SEC. 2.05 OFFEROR CERTIFICATIONS (APPENDIX 4)

The offeror must complete and submit this appendix. 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

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.

SECTION 3. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 3.01 SUMMARY OF EVALUATION PROCESS

AAC will evaluate and prioritize proposals using the following process:

- **Responsiveness Review:** Proposals will first be assessed for overall responsiveness. Any proposal deemed non-responsive will be eliminated from further consideration.
- **Technical Evaluation:** A Proposal Evaluation Committee (PEC), consisting of at least three AAC employees, will evaluate the technical portion of all responsive proposals. The Contract Manager will provide the PEC with the required proposal sections, ensuring that no cost information is shared or disclosed to the committee during this stage.
- **Scoring Methodology:** PEC members will independently evaluate and score proposals based on the established evaluation criteria. Following independent review, the Contract Manager will chair a meeting where the PEC may engage in group discussion before finalizing individual scores.
- **Score Compilation:** Each PEC member will submit their final scores to the Contract Manager, who will compile them and calculate the awarded technical points. The Contract Manager will then calculate cost proposal scores, factoring in any applicable local preferences.
- **Best and Final Offers:** The Contract Manager reserves the right to request Best and Final Offers (BAFO) from Offerors susceptible for award and will adjust cost scores accordingly.
- **Negotiation and Award:** AAC may conduct negotiations with the highest-scoring Offeror. A contract will be awarded upon the successful conclusion of evaluation and/or negotiations.

SEC. 3.02 EVALUATION CRITERIA

Overall Criteria	**Weight**
Responsiveness	Pass/Fail
Qualifications Criteria	**Weight**
Understanding of the Project	10
Methodology Used for the Project	10
Management Plan for the Project	10
Experience and Qualifications	40
Criteria Total	**70**
Cost Criteria	**Weight**
Cost Proposal	30
Total Evaluation points Available	**100**

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.

SEC. 3.03 EXPERIENCE AND QUALIFICATIONS

This portion of the proposal will be evaluated based on the following criteria regarding the personnel, the firm, and any proposed subcontractors:

Personnel Qualifications

- Does the proposal provide a comprehensive overview of the firm's background, including its client base, relevant licensing, and years in operation?
- Do the assigned personnel demonstrate sufficient years of experience within this specific industry and for this type of project?

SEC. 3.04 UNDERSTANDING OF THE PROJECT

This portion of the proposal will be evaluated based on the following criteria regarding the Offeror's technical approach:

- **Understanding of Purpose and Scope:** How well has the Offeror demonstrated a thorough and comprehensive understanding of the project's purpose, underlying goals, and full scope of work?
- **Methodology and Milestones:** To what degree has the Offeror provided a detailed plan of action, including a logical sequence of tasks and a firm schedule of milestones, to ensure the successful delivery of all requirements outlined in the Statement of Work?

SEC. 3.05 METHODOLOGY FOR THE PROJECT

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

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

SEC. 3.06 MANAGEMENT PLAN FOR THE PROJECT

This portion of the proposal will be evaluated based on the following criteria regarding the Offeror's proposed technical strategy:

- **Logical Approach:** How comprehensive is the proposed methodology, and does it demonstrate a logical, systematic approach to fulfilling all requirements of the RFP?
- **Schedule Integration:** To what degree does the methodology interface effectively with the proposed schedule outlined in the proposal to ensure seamless project execution?

SEC. 3.07 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 20% of the total evaluation points (excluding Alaska Offeror Preference) will be assigned to cost. The offeror with the lowest total cost will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the following formula:

[(Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Offeror Cost Proposal)

e.g. if the Lowest Cost Proposal is $100, the maximum points for cost is 20, and the another offeror's cost proposal is $150, the equation would be: [(100 x 20)] ÷ 150 = 13.34 pts

SEC. 3.08 ALASKA OFFEROR PREFERENCE (NOT APPLICABLE)

SECTION 4. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 4.01 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 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:

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

Interested parties that do not currently possess an Alaska business license may still submit a proposal, provided they can demonstrate the ability to obtain the license prior to the award date identified in this RFP. If an Offeror is selected for award but fails to secure a valid Alaska business license by the designated award date, AAC reserves the right to disqualify the Offeror and withdraw the Notice of Intent to Award. In such an event, AAC may reevaluate the remaining proposals and calculate new scoring totals excluding the original awardee.

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

SEC. 4.02 CLARIFICATION OF PROPOSALS

To determine if a proposal is reasonably susceptible for award, the Contract Manager, or the PEC through the Contract Manager, may engage in communications with an Offeror to clarify uncertainties or eliminate confusion regarding the proposal's contents. These communications are strictly limited to providing a clearer understanding of the existing submission; they **must not** result in any material or substantive changes to the original proposal.

The Contract Manager or the PEC may adjust their evaluation scores or findings based on the information provided during these clarifications. As specified in the preceding sections, these discussions will remain strictly confidential and will not include details regarding other respondents or the comparative standing of any proposal.

SEC. 4.03 DISCUSSIONS WITH OFFERORS

AAC may conduct discussions with Offerors to ensure a comprehensive understanding of both the RFP requirements and the specifics of the submitted proposals. Any discussions requested prior to the proposal submission deadline are subject to the deadline for questions; if such discussions result in a material change to any part of the RFP, AAC will issue a formal amendment to the posted RFP. If an amendment is issued after proposals have already been received but before the submission deadline, the Contract Manager will provide the amendment to those Offerors so they may submit a new or revised proposal before the submission deadline.

During the evaluation phase, discussions are limited to specific sections identified by the Contract Manager and are held exclusively with Offerors whose proposals are deemed responsive. If these discussions result in an amendment to the RFP, the amendment will be provided to all responsive Offerors, and the Contract Manager will establish a specific date and time for the submission of Best and Final Offers (BAFO). If an Offeror does not submit a BAFO or a notice of withdrawal by the deadline, their most recent previous proposal will be treated as their Best and Final Offer. Throughout this entire process, AAC must maintain strict confidentiality; no information regarding the identity, standing, or proposal contents of other respondents will be disclosed.

Any oral modification to a proposal must be sent in writing to the Contract Manager prior to the submission deadline or within the time period identified by the Contract Manager during discussions.

Offerors requiring disability-related accommodations must contact the Contract Manager prior to the deadline for questions to ensure reasonable arrangements can be made.

SEC. 4.04 CONTRACT NEGOTIATION

Upon completion of the final evaluation, the Contract Manager may initiate negotiations with the highest-ranking Offeror. These negotiations will remain strictly within the original scope of the RFP and are limited to terms that do not materially alter the competitive ranking of the proposals.

If the highest-ranked Offeror fails to provide requested information in a timely manner, or otherwise fails to negotiate in good faith, AAC reserves the right to formally terminate negotiations. In such an event, AAC may proceed to negotiate with the next highest-ranked Offeror or may reevaluate the remaining proposals and calculate new scoring totals excluding the original awardee. This process may continue until a contract is successfully executed or the RFP is canceled.

SEC. 4.05 OFFEROR NOTIFICATION OF SELECTION

Upon the successful completion of the evaluation process or the conclusion of contract negotiations, the Contract Manager will issue a formal, written Notice of Intent to Award (NOIA). This notice will be distributed to all Offerors who submitted a proposal. The NOIA will list the names of all competing Offerors and clearly identify the specific Offeror selected for the contract award. Consistent with the confidentiality maintained throughout the process, this notice serves as the first official disclosure of the final selection and the relative standing of the respondents.

SEC. 4.06 PROTEST

AAC is granted an exemption for the State of Alaska Procurement Regulation. AAC Procurement Regulation 1.070. identifies the process that must be followed in the event an interested party submits a protest. Of note, the AAC Procurement Regulation gives **five (5)** days from the date the notice of intent to award is issued. The RFP timeline accounts for these five days as the time from the NOITA being issued to Contract Issue. In the event the timeline is changed, a “day” under this section must be defined as one AAC working day. Weekends and any AAC observed holidays will not count as one of the five days. Any protest must be received by the Contract Manager NLT 5:00pm Alaska Time on the fifth day. The following is from the AAC Procurement Regulation:

a) 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. detailed statement of the legal and factual grounds of the protest, including copies of relevant documents
    5. the form of relief requested
b) 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 Contract Manager will, in that officer’s discretion, consider a filed protest that is not submitted in a timely manner.
c) The Contract Manager 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.

d) 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.

e) 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:

   1. a copy of the decision being appealed
   2. identification of the factual or legal errors in the decision that form the basis for appeal

f) The AAC Board of Directors will issue a final decision on an appeal within 90 days of receipt of the appeal.

SEC. 4.07 QUALIFYING FOR ALASKA OFFEROR PREFERENCE

To qualify for the preference, Offerors must meet certain requirements. The preference will be counted only for Offerors who:

a) hold a current Alaska business license prior to the deadline for receipt of proposals
b) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license
c) 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
d) 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
e) 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 (Appendix 2). An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror that fails to provide the completed form with their proposal will not be given the preference.

SEC. 4.08 STANDARD CONTRACT PROVISIONS

Signing the final contract will bind the Contractor to any and all requirements, terms, and conditions identified in this RFP. Additionally, the Contractor will be required to sign the AAC's Standard Agreement Form for Professional Services Contracts. Part or all of the Agreement may be identical to sections within this RFP.

After Notice of Intent to Award is sent, the identified awardee may request to see AAC's Standard Agreement Form for Professional Services Contracts prior to the final award of the contract. Any questions or concerns may be brought to the attention of the Contract Manager and requests for adjustments or changes may be submitted prior to signing. AAC does not guarantee that a requested adjustment or change will be made, and reserves the right to deny any and all requests. If AAC and the awardee cannot reach an agreement, AAC may choose to terminate the award and may reevaluate the remaining proposals and calculate new scoring totals excluding the original awardee in order to select a new awardee.

SEC. 4.09 QUALIFIED OFFERORS

To qualify as an offeror for award of the contract, offerors must respond to this RFP in full and in accordance with the requirements laid out in this RFP. Failure to meet any or all of the requirements identified in this RFP must be considered non-responsive.

As identified in the Subcontractors section, offerors must complete at least 60% of the work completed on the contract. If a proposal shows the offeror will complete less than 60%, the offeror will not be considered a qualified offeror, and they must be considered non-responsive. If, upon evaluation of the proposal, the PEC feel that the

offeror will complete less than 60% of the work, the Contract Manager will initiate a clarification with the offeror. Offerors who fail to respond or do not provide adequate evidence of their ability to complete at least 60% of the work will be removed from consideration.

If the offeror leases services or supplies, or acts as a broker or agency in providing the services or supplies necessary to complete the requirements outlined in this RFP, the Contract Manager will not accept the offeror as a qualified offeror.

SEC. 4.10 RFP AND PROPOSAL AS PART OF THE CONTRACT

All requirements, terms, and conditions set forth in this RFP must be maintained throughout the execution of the contract. The Offeror's proposal, after the conclusion of any negotiations, will be incorporated into the final contract by reference, with the possible exception of the project and deliverables schedule. The final schedule will be established during the contracting phase to align with AAC's operational availability and PSCA access requirements.

SEC. 4.11 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.

Respondents must not include, incorporate, or reference any supplementary terms or conditions within their proposal; any such unauthorized terms shall be strictly disregarded, deemed null and void, and may, at the sole discretion of the AAC, result in the respondent's immediate disqualification from the procurement process.

SEC. 4.12 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. 4.13 RIGHT OF REJECTION

Offerors must comply with all terms of this RFP, AAC Procurement Regulations, and all applicable local, state, and federal laws, codes, and regulations. The Contract Manager reserves the right to reject any proposal that fails to adhere to the material and substantial terms, conditions, or performance requirements of the RFP.

Proposals must be submitted without qualifications or restrictions on the rights of the State or AAC. Any attempt to limit these rights may result in the proposal being deemed non-responsive and subsequent rejection. However, the Contract Manager may, at their discretion, waive minor informalities that:

1. Do not affect responsiveness or the meaning and scope of the RFP
2. Are merely matters of form or format
3. Are trivial, negligible, or immaterial in nature
4. Do not reflect a material change in the work
5. Do not prejudice other offers or change the relative standing of any respondent
6. Do not constitute a substantial reservation against a requirement or provision

AAC further reserves the right to withdraw this RFP or refrain from making an award if it is determined to be in the best interest of the Company.

Any proposal submitted by an Offeror who is currently debarred or suspended shall be rejected automatically.

SEC. 4.14 ALASKA AEROSPACE NOT RESPONSIBLE FOR PREPARATION COSTS

Alaska Aerospace Corporation (AAC) assumes no financial responsibility for any costs incurred by Offerors in the preparation, submittal, presentation, or evaluation of their proposals. All expenses related to responding to this RFP are the sole responsibility of the Offeror and will not be reimbursed by AAC under any circumstances.

SEC. 4.15 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.

Alaska Aerospace 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 AAC 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, AAC will evaluate the offeror's assertion upon receiving a request for the information. If AAC rejects 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. 4.16 ASSIGNMENT

Per 2 AAC 12.480, the Contractor may not transfer or assign any portion of the contract without prior written approval from the Contract Manager.

SEC. 4.17 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. 4.18 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the Contractor has a claim arising in connection with the agreement that it cannot resolve with AAC or 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. 4.19 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. 4.20 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 Contract Manager in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Contract Manager.

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 Contract Manager.

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

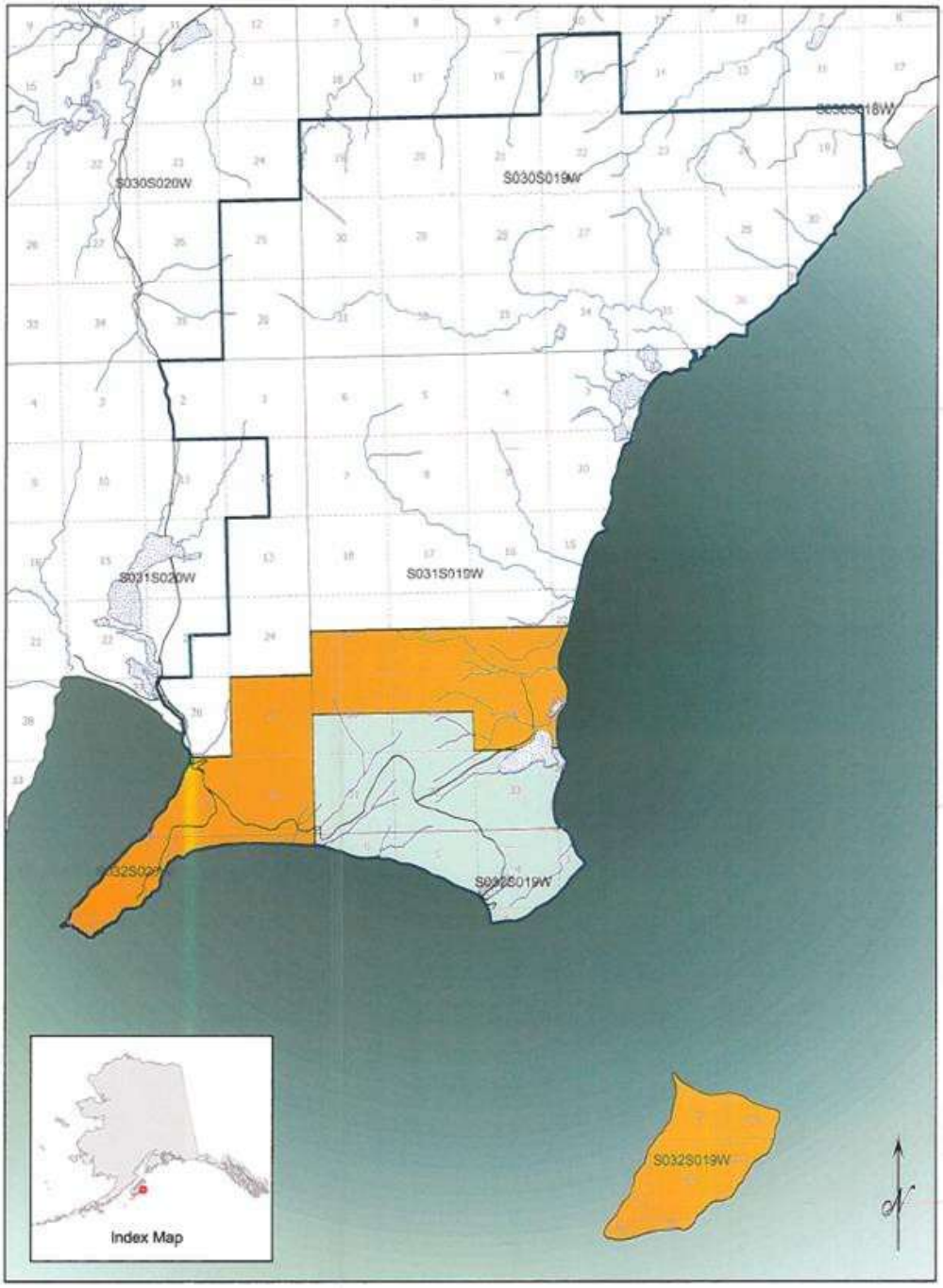
No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

SECTION 5. ATTACHMENTS

SEC. 5.01 ATTACHMENTS

ATTACHMENT 01 — PACIFIC SPACEPORT COMPLEX-ALASKA OVERVIEW

Core Launch Facility 3,717 Acres



ATTACHMENT 02 — FACILITIES AND LAUNCH PAD, MAP