

INSTRUCTIONS TO BIDDERS

A. REQUIREMENTS

- 1) **QUOTE:** For a quote to be considered under this ITB, it must include the full and complete cost for the design, development, transportation, and installation of two pre-engineered metal buildings (hereinafter referred to as Vehicle Integration Buildings or VIBs) at the Pacific Spaceport Complex – Alaska (PSCA) on Kodiak Island, AK. Costs for other construction and engineering elements (electrical, mechanical, plumbing, concrete, civil, etc.) must not be included in the quote.
- 2) **AUTHORIZED REPRESENTATIVE:** The awardee will be required to provide a single Point of Contact (POC) who will serve as the authorized representative for their company throughout the duration of this contract. This POC must be authorized to speak on behalf of the company for any and all performance and execution discussions.
- 3) **COMMUNICATION:** The awardee will be required to submit Weekly Status Reports covering progress, unforeseen issues, blockers, and any significant actions. Format for the Weekly Status Report will be determined after award.
- 4) **WASTE REMOVAL:** The awardee will be required to ensure that they collect and remove all construction waste and/or refuse that results from their work.
- 5) **PUNCH LIST:** Prior to final acceptance, closeout, and payment, the awardee will be required to complete all tasks. This will include any “punch list” items identified by AAC during the post-installation inspection.
- 6) **SCHEDULE:** Building installation must proceed only upon the completion of all required civil work. This is currently anticipated to happen in late Spring 2026, but may change. Offerors must include a notional schedule with tasks and milestones to completion. Preference is for installation to be completed prior to Winter 2026, based on the anticipated completion of the required civil work.
- 7) **COORDINATION:** The awardee will be required to coordinate with personnel on site at PSCA prior to arranging shipping or delivery of any material, equipment, parts, pieces, or items. The awardee will be required to initiate this coordination through the Program Manager, or a designee they choose.
- 8) **TECHNICAL RIGOR FOR KODIAK ISLAND ENVIRONMENT:**
 - a. **Environmental Design Criteria:** The Pacific Spaceport Complex – Alaska (PSCA) on Kodiak Island experiences some of the most severe weather and seismic conditions in North America. The pre-engineered Vehicle Integration Buildings (VIBs) must be engineered, fabricated, and certified to withstand the following localized minimum environmental design loads:
 - i. Wind Load: Minimum design wind speed of 160 MPH (3-second gust), calculated under Exposure Category D (coastal areas with unobstructed wind flow over open water).
 - ii. Snow Load: Minimum roof snow load of 40 PSF (non-reducible on the horizontal projection), specifically accounting for heavy snow, ice-shield requirements, and significant localized drifting or unbalanced accumulation patterns typical of maritime sub-Arctic climates.
 - iii. Seismic Design: Due to the extreme tectonic risk profile of the coastal Kodiak region, the structures must comply with Seismic Design Category E requirements. Structural framing, moment frames, and bracing must be rigorously optimized to withstand high-magnitude seismic events without compromising structural integrity.
 - iv. Corrosion Mitigation: Because the site is highly exposed to a high-salinity, high-moisture marine atmosphere, all structural steel, fasteners, hardware, siding, and roofing panels must utilize severe-duty anti-corrosion treatments (e.g., Kynar 500 coatings, heavy-duty galvanization, or Galvalume) to prevent accelerated marine degradation.
 - b. **Mandatory Engineering Codes & Standards:** The design, development, and manufacturing of the pre-engineered metal buildings must strictly comply with the latest editions of the following regulatory frameworks:
 - i. IBC: International Building Code (2021 Edition), including all structural and environmental amendments mandated by the State of Alaska.
 - ii. ASCE 7: Minimum Design Loads and Associated Criteria for Buildings and Other Structures.
 - iii. AISC: American Institute of Steel Construction specifications for structural steel buildings.
 - iv. MBMA: Metal Building Manufacturers Association guidelines and design practices manual.

c. **Professional Engineer (PE) Certification:** Bidders must include in their proposal a written commitment confirming that, upon contract award, all final structural calculations, anchor bolt layouts, foundation interface designs, and architectural blueprints will be reviewed, signed, and stamped by a Professional Structural Engineer (PE) currently licensed and registered in good standing with the State of Alaska. Initial notional building designs submitted with the bid must explicitly demonstrate how these severe environmental criteria are factored into the baseline cost; proposals failing to reflect these design parameters will be rejected as non-responsive.

9) **INSPECTION, ACCEPTANCE, AND SUBSTANTIAL FAILURE:** All work performed under this contract will be 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 awardee in writing by the Contract Manager. Deficiencies must be corrected by the awardee at no additional cost to AAC and within the timeframe identified by the Contract Manager before final acceptance and payment are authorized.

The awardee must perform all services in a timely manner and to a high professional standard. If the awardee 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 awardee has substantially failed to perform. If such a determination is made, the Contract Manager must provide notice to the awardee 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.

B. TERMS AND CONDITIONS

- 1) **INVITATION TO BID (ITB) REVIEW:** Offerors shall carefully review this ITB for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the Contract Manager before the date and time set for the deadline for questions. This will allow time for an amendment to be issued if one is required. It will also help prevent the submission of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the Contract Manager listed on the front of this ITB.
- 2) **QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
- 3) **SUBMISSION:** Quotations shall be signed where applicable and received by the Contract Manager no later than as indicated.
- 4) **RESERVATION OF RIGHTS:** AAC reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities. This ITB does not guarantee AAC will conduct a procurement. AAC reserves the right to withdraw this ITB any time before award. AAC reserves the right to reissue this ITB at a future date if withdrawn prior to award.
- 5) **PRICING ERRORS AND WITHDRAWALS:**
 - a) **Pricing Discrepancies:** If there is a mathematical error in the total price, the unit price will be the binding figure. For lot bids, the total lot price will take precedence.
 - b) **No Withdrawal:** The vendor is responsible for the accuracy of their quote. Any errors or negligence in preparation do not grant the vendor the right to withdraw the bid once it has been opened.
- 6) **PRICES:** The offeror shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
 - a) Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;

- b) "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
 - c) Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
 - d) Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
 - e) Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of aviation gasoline, diesel fuel, gasoline, and kerosene.
- 7) PAYMENT INSTRUCTIONS:** Payment will be made no later than 30 days from the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. All invoices must reference the Purchase Order (PO) number and be submitted electronically to AACBillings@akaerospace.gov.
- 8) PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, AAC shall be entitled to take advantage of any payment discount(s) offered by the vendor, provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will apply to the total invoice amount.
- 9) VENDOR TAX ID NUMBER:** If a vendor has not worked with AAC before, they will need to fill out the New Vendor form which includes a block for a valid tax identification number. If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided before payment will be made.
- 10) INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
- 11) SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 12) TITLE:** Title passes to AAC for each item at FOB destination.
- 13) FILING A PROTEST:** Protests of this ITB will be conducted in accordance with AAC Procurement Regulation 1.070 which states:
- 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:
 - i) the name, address, and telephone number of the protester;
 - ii) the signature of the protester or the protester's designated representative;
 - iii) identification of the solicitation or contract at issue;
 - iv) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
 - v) 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 procurement officer will, in that officer's discretion, consider a filed protest that is not submitted in a timely manner.

- c) 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.
 - 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 mailer or by other means that provide evidence of delivery.
 - i) 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:
 - ii) a copy of the decision being appealed; and
 - iii) 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.
- 14) COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 15) SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 16) FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of quote opening.
- 17) QUOTE PREPARATION COSTS:** AAC is not liable for any costs incurred by the offeror in quote preparation.
- 18) CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 19) ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the Contract Manager. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 20) SUBCONTRACTOR(S):** Within five (5) working days of notice of award from AAC, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
- 21) FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB 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 Agreement, 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.
- 22) LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted. Offerors should account for any potential delay between the time an offeror hits send and the Contract Manager receives it in their inbox. If a quote is sent before the time set in this ITB, but received by the Contract Manager after the time set in this ITB, it will not be considered.
- 23) CONTRACT EXTENSION:** Extensions to the awarded contract will be limited and thoroughly evaluated. The awardee will be required to request an extension as early as possible to facilitate AAC's review of the request. AAC may extend the contract if it is determined to be in the best interest of the company. However, if the extension will require the awardee to incur additional costs, the awardee must inform AAC of the additional costs as soon as possible. If AAC decides to continue with the extension despite the additionally costs incurred, AAC will issue a change order to the contract to increase the value in accordance with the additional costs.

The Contract Manager must extend this contract if delivery is delayed due to a Force Majeure, and may choose to extend under other circumstances if it is determined to be in AAC's best interest. AAC reserves the right to pursue any and all legal avenues if delays are due to fault or negligence by the awardee.

- 24) DEFAULT:** In case of default by the contractor, for any reason whatsoever, AAC may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 25) GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. Unless otherwise identified in these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
- 26) CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 27) CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 28) ORDER DOCUMENTS:** AAC is not bound by a vendor contract signed by a person who is not specifically authorized to sign for AAC under this ITB. The AAC PO is the only order document that may be used to place orders against the contract resulting from this ITB.
- 29) OFFERORS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Contract Manager named in this ITB as soon as possible, but no later than the date and time set for the deadline for questions.
- 30) COMPLIANCE WITH ADA:** By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
- 31) ALASKA BIDDER PREFERENCE:** The award of a contract based on a Request for Quotation (ITB) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (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 organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)
- 32) ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

- 33) ADDITIONAL TERMS & CONDITIONS:** All bids accepted by AAC are subject to AAC terms and conditions only. 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.
- a) 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 AAC, result in the respondent's immediate disqualification from the procurement process.
 - b) Bid tabulation with recommended award will be available for review by interested parties upon request.

C. FEDERAL FUNDING AND PRIME CONTRACT FLOW-DOWN PROVISIONS

- 1) **INCORPORATION OF FEDERAL CLAUSES:** The work performed under this ITB is funded in whole or in part by a prime contract with the U.S. Department of Defense (DoD). Consequently, certain federal contract clauses from the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS) are flowed down and made a part of this solicitation and any resulting contract. Wherever necessary to make the context of these clauses applicable to this procurement, the term "Government" or "Contracting Officer" shall mean Alaska Aerospace Corporation (AAC), and the term "Contractor" or "Subcontractor" shall mean the Bidder/Awardee.
- 2) **LABOR STANDARDS & WAGE DETERMINATION (DAVIS-BACON ACT):** Because this contract involves the on-site installation of Vehicle Integration Buildings (VIBs), it is subject to the Construction Wage Rate Requirements (formerly the Davis-Bacon Act, FAR 52.222-6).
 - a) **Federal Prevailing Wages:** The awardee and any subcontractors must pay all mechanics and laborers employed or working on the site at PSCA at wage rates not less than those contained in the prevailing federal wage determination for Kodiak Island, Alaska, active at the time of award.
 - b) **Certified Payroll:** The awardee shall submit weekly a copy of all payrolls to the AAC Contract Manager along with a "Statement of Compliance" (Department of Labor Form WH-347) certifying compliance. Failure to submit required payrolls or paying sub-standard wages constitutes a material breach and will result in the immediate withholding of contract payments.
- 3) **DOMESTIC SOURCE RESTRICTIONS (BUY AMERICAN & SPECIALTY METALS):** Pre-engineered metal buildings utilize significant amounts of structural steel. Bidders must comply with federal domestic sourcing laws.
 - a) **DFARS 252.225-7001 (Buy American and Balance of Payments Program):** All manufactured materials and construction components must be produced in the United States or a qualifying country unless a specific federal waiver applies.
 - b) **DFARS 252.225-7009 (Restriction on Acquisition of Certain Articles Containing Specialty Metals):** Any specialty metals (including specific steel alloys, stainless steel, or titanium) used in the structural components, fasteners, or skin of the pre-engineered VIBs must be melted or produced in the United States or its outlying areas. Bidders must ensure their supply chain certifies compliance.
- 4) **CYBERSECURITY AND SAFEGUARDING SENSITIVE INFORMATION:** The technical specifications, structural layouts, and location data of the VIBs at PSCA are considered highly sensitive.
 - a) **DFARS 252.204-7012 (Safeguarding Covered Defense Information and Cyber Incident Reporting):** The awardee must provide adequate security on all covered contractor information systems. By submitting a bid, the offeror certifies they comply with the security requirements of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171.
 - b) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** In accordance with FAR 52.204-25, the awardee certifies that no equipment, system, or service provided utilizes covered telecommunications equipment or services produced by Huawei, ZTE, Hikvision, Dahua, or Hytera.
- 5) **AUDIT AND RECORDS ACCESS:** In accordance with FAR 52.215-2, the Comptroller General of the United States, the DoD, and AAC, or any of their duly authorized representatives, shall have access to and the right to examine any of the contractor's directly pertinent records involving transactions related to this contract for up to three (3) years after final payment.

6) SUMMARY TABLE OF CLAUSES INCORPORATED BY REFERENCE: The following clauses are incorporated into this ITB by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at <https://www.acquisition.gov>.

Clause Number	Clause Title
FAR 52.222-6	Construction Wage Rate Requirements
FAR 52.222-7	Withholding of Funds
FAR 52.222-8	Payrolls and Basic Records
FAR 52.222-9	Apprentices and Trainees
FAR 52.222-10	Compliance with Copeland Act Requirements
FAR 52.222-11	Subcontracts (Labor Standards)
FAR 52.222-12	Contract Termination—Debarment
FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations
FAR 52.222-14	Disputes Concerning Labor Standards
FAR 52.222-15	Certification of Eligibility
FAR 52.203-3	Gratuities
FAR 52.203-7	Anti-Kickback Procedures
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions
FAR 52.204-27	Prohibition on a ByteDance Covered Application (TikTok)
FAR 52.215-2	Audit and Records—Negotiation
FAR 52.222-26	Equal Opportunity
FAR 52.222-35	Equal Opportunity for Veterans
FAR 52.222-36	Equal Opportunity for Workers with Disabilities
FAR 52.222-50	Combating Trafficking in Persons
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors
FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price)
DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
DFARS 252.227-7013	Rights in Technical Data—Other Than Commercial Products and Commercial Services
DFARS 252.243-7001	Pricing of Contract Modifications
DFARS 252.247-7023	Transportation of Supplies by Sea