



**ALASKA AEROSPACE CORPORATION**

**4300 B Street, Suite 101**

**Anchorage, Alaska 99503**

**PHONE: 907-561-3338, FAX: 907-561-3339**

**INVITATION TO BID**

Quotations will be continuously received.

RFP No.: AAC-20-001 AMD 02

Date: May 5, 2020

**OFFEROR NOTICE (This is NOT a Purchase Order)**

This is a bid that will not be read at public opening. The instructions to offerors and AAC general terms and conditions, and insurance and indemnity requirements should be reviewed and understood before preparing a bid. As a state agency, AAC is exempt from federal, state and local taxes. Discount for early payment shall be indicated in the spaces provided below if applicable. AAC will not pay for any information received in response to this Invitation to Bid (ITB), nor will AAC compensate any respondent for any cost incurred in developing the Proposal. All information submitted by respondents to this ITB, including appropriately marked proprietary information, will be safeguarded and protected from unauthorized disclosure. The proposal submitted is to be valid for 120 days.

**SUBMISSION LOCATION:** AACProcurement@akaerospace.com

**AAC OFFEROR QUOTATION**

Item	Description of Supply or Service	Price
1	Mission Daily Rate All-inclusive rate (e.g. fuel, oil, consumables, etc.) On-station duty time of no more than 5 hours	
2	Standby Daily Rate All-inclusive rate (e.g. fuel, oil, consumables, etc.) Standby rate is applicable for a contracted support day which is cancelled by PSCA at least 2 hours prior to the boat's agreed-upon on-station duty time. This standby rate will only be applicable to needed days communicated ahead of time, not the full duration of the launch window.	

**OFFEROR CERTIFICATION  
THIS SECTION MUST BE COMPLETED BY OFFEROR**

Company Name	Address	City	State	ZIP Code	Phone Number
E-Mail Address	Offeror Tax I.D. No.	Payment Terms			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type/Print Name and Title

By signature on the proposal, offerors certify that they comply with the following:

- A. the bidder has a valid Alaska business license, or will obtain one prior to contract award resulting from this ITB;
- B. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- D. all terms and conditions set out in this ITB;
- E. a condition that the bid submitted was independently arrived at, without collusion, under penalty of perjury; and
- F. that the offers will remain open and valid continuously in this open solicitation.

**ATTACHMENTS:**

- 1) INSTRUCTIONS TO OFFERORS
- 2) BOUNDARY BOAT STATEMENT OF SERVICES
- 3) AAC GENERAL TERMS AND CONDITIONS AND INSURANCE PROVISIONS

## ATTACHMENT 1 INSTRUCTIONS TO OFFERORS

Offerors are required to submit the AAC Offeror Quotation (listed above) and Technical Proposal to AAC for the purpose of acquiring services from the offeror that is fully responsive to the scope and offers the best price to AAC.

### **BACKGROUND**

This Invitation to Bid is intended to result in non-mandatory, multiple contracts to provide boundary boat services to Alaska Aerospace and its customers. As a result of this ITB, AAC will compile a list of preferred vendors to utilize as Boundary Boat Support for current and future missions. Actual execution of a contract will be subject to price and availability.

### **TYPE OF CONTRACT**

The contracts established shall be on an as-needed basis. AAC contemplates it will award Firm-Fixed Price (FFP) Daily Rate Contracts for Boundary Boat Services.

### **SOLICITATION INQUIRES AND QUESTIONS**

All questions regarding this solicitation, of a contractual or technical nature, must be in writing and submitted to [AACProcurement@akaerospace.com](mailto:AACProcurement@akaerospace.com). Please be advised AAC reserves the right to transmit those questions and answers of a common interest to all prospective bidders.

### **AMENDMENTS TO THE ITB**

If an amendment is issued, it will be provided to all who were emailed a copy of the Invitation to Bid (ITB) and uploaded to <http://akaerospace.com/about/contracting-overview/contracting-opportunities>.

### **BID SUBMISSION**

Quotes must be submitted electronically via [AACProcurement@akaerospace.com](mailto:AACProcurement@akaerospace.com). The email must contain the ITB number in the subject line (**ITB-AAC-20-001**).

### **FORMATTING**

The table below shows the page limits to which offerors' submissions must adhere.

Volume	Description	Page Limit
1	AAC Offeror Quotation Sheet (Provided)	1
2	EXECUTIVE SUMMARY	1
Optional	Vessel Specification Sheets	N/A

### **AAC OFFEROR QUOTATION SHEET (Volume 1)**

The AAC Offeror Quotation sheet shall be a separate volume from the technical proposal. Pricing on the quotation sheet shall include all anticipated costs to fully perform all objectives as stated in the solicitation.

### **EXECUTIVE SUMMARY (Volume 2)**

The offeror must define their technical solution and approach that satisfies the requirements defined in the Requirements Document (Attachment 2) and at a minimum identify the following:

- Description, Size and Certification of Vessel (REGISTRATION NUMBER)
- Designated Base (Location of Vessel)
- Current Calendar Year Availability (your best estimate; non-binding)

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- d) Notification Requirement: How many days in advance does the offeror require notification to support a launch window?

**Specification Sheets (OPTIONAL)**

The Contractor may provide vessel specification sheets as desired.

**CONTRACTOR SELECTION PROCESS**

Once the bids have been received, the contracting officer will group the boundary boat bidders, arrange them according to lowest daily mission/standby rates per make/model of vessel, and list each contractor's availability.

When AAC requires the use of a boundary boat, it will consider the type of vessel needed to complete the effort. This determination shall be based on, but not limited to, customer requirements.

Following this determination, AAC shall then perform a value analysis to determine which contractor will be contacted first based on the lowest priced vessel. This value analysis will be based on all factors that may affect the total boundary boat cost, including but not limited to, vessel location, daily mission rates, and additional standby-time rate.

The contractor with the lowest priced vessel that meets the AAC's requirements will be contacted first. If for any reason the first contractor is not available or cannot perform the required service, AAC will contract the contractor with the next lowest priced vessel. This process will continue until a contractor who can perform the service is identified.

## ATTACHMENT 2 BOUNDARY BOAT SUPPORT STATEMENT OF SERVICES

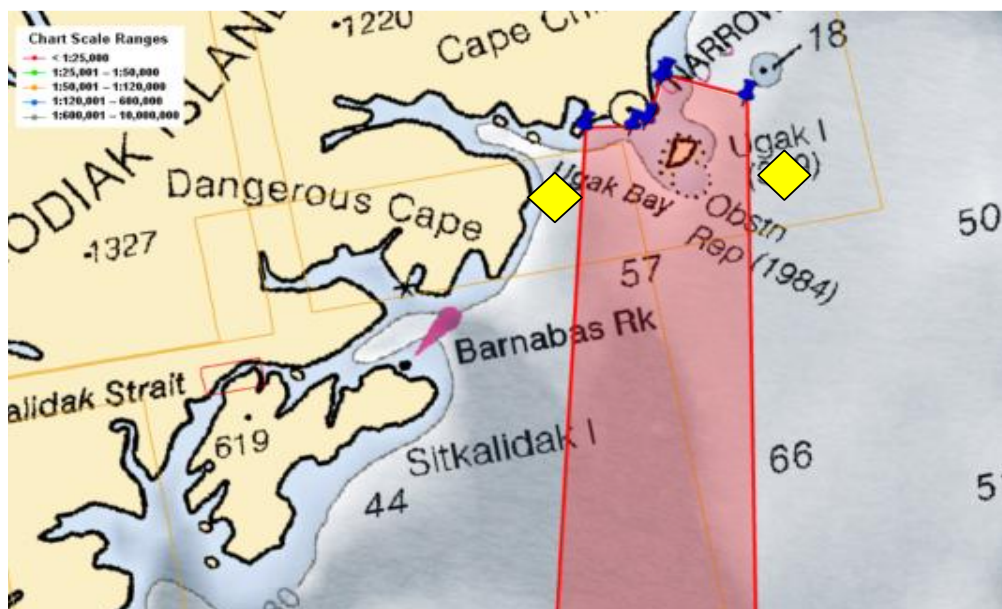
The Alaska Aerospace Corporation (AAC) has a requirement to provide boundary boat services during some launch campaigns. The support required consists of the vessel being onsite monitoring all vessel traffic that may transit through the launch corridor.

### REQUIREMENTS

- The contractor shall provide a United State Coast Guard (USCG) safety compliant vessel, i.e. survival gear applicable for the class of vessel, Very High Frequency (VHF) marine-band radio, and Emergency Position Indicating Radio Beacon (EPIRB), 32-foot class vessel to serve as a boundary boat in the area of Ugak Island, Narrow Cape and Pasagshak Point / Ugak Bay supporting the launches conducted at the Pacific Spaceport Complex- Alaska (PSCA).
- The vessel will deploy to its assigned station on Rehearsal or Launch Day. The exact date and exclusion coordinates required for support will be coordinated 24 hours in advance by the Operations Director, Shannon Edwards.
- The contractor's standby rate will go into effect if a contracted support day is cancelled by PSCA at least 2 hours prior to the boat's agreed-upon on station duty time.
- The contractor will attempt to communicate with observed boats that may or have already crossed into the Safety Exclusion Zone to ensure they are aware of the restrictions and encourage them to leave or stay out of the Exclusion Zone.
- The contractor shall report to PSCA mission control any incursions of unauthorized vessels in the Safety Exclusion Zone under surveillance by the boundary boat. Marine VHF Channel 6, or other method as designated, will be used to report incursions.
- The boundary boat owner/Captain will attend safety briefings as required. Only one is anticipated in which the boundary boat captain's attendance will be requested at this time. These safety briefings will be coordinated through the point of contact Shannon Edwards (509-713-4368).
- The boundary boat will be dispatched and tracked via radio communications from point of departure to point of tie-up by PSCA mission control.

### REPRESENTATIVE MAP OF BOUNDARY BOAT DUTY STATIONS

Safety Exclusion Zones and the duration of closures vary from launch to launch. The graphic below is representative of a typical Exclusion Zone for a commercial launch from PSCA. General boundary boat locations are noted by the yellow diamonds. Typically, one or two boundary boats (one on the west side and one on the east side of the Exclusion Zone) are hired to surveil the Exclusion Zone.



**ATTACHMENT 3  
APPENDIX A  
ATTACHMENT 3  
APPENDIX A  
GENERAL TERMS AND CONDITIONS**

These terms, conditions and requirements apply to the Contract Documents describing the Work for the Project. If any provision of these Contract Documents are declared by a court to be illegal or in conflict with any law, the validity of the remaining provisions and the ensuing rights and obligations of the Parties to the contract shall not be affected.

Whenever used in these Contract Documents, the following terms shall have the indicated meaning. Any term not so defined shall have its ordinary meaning.

- **Approved or Approval** - means written approval by the Chief Executive Officer or authorized representative.
  - **Award** - means the written acceptance of the lowest responsive and responsible quote by AAC.
  - **Contract Documents** - includes the *Notice of Contract Award / Notice to Proceed*, AAC Form RFQNC-003, and any addenda, written changes, or attachments as noted in the description of the Work.
  - **Procurement Officer** – the Chief Executive Officer of AAC, who is authorized to enter into and administer the contract on behalf of AAC.
  - **Parties to the Contract** - includes AAC, and the Contractor, being the entity contracting with AAC for performance of the Work.
  - **Project** - the total Work to be performed under the Contract.
  - **Contracts Manager** - the AAC Chief Executive Officer's authorized representative, responsible for Contract administration.
  - **Work** - is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents.
1. The Chief Executive Officer (or authorized representative) has the authority to make findings, determinations and decisions with respect to the contract; to approve materials, Work and payment, and to modify or terminate the contract on behalf of AAC.
  2. The Contractor shall have sole responsibility for the means, methods, sequences, or procedures related to the Project. The Contractor shall conduct all Work in such a manner that protects the public and State resources.
  3. The Contractor must comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Procurement Officer. In addition, the Contractor must obtain applicable licenses and permits; provide supervision and labor, except as may otherwise be provided by AAC.
  4. The Contractor shall not award Work to any Subcontractor without prior Approval from the Procurement Officer.

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5. AAC reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work with compensation adjustment based on T&M or agreed upon fixed fee or percentage of work complete.
6. The Contractor shall indemnify, save harmless, and defend AAC, its agents and its employees in accordance with Appendix B. Furthermore, the Contractor shall, prior to the Award of the contract, provide proof of Workmen's Compensation, General Liability, Automobile Insurance, and Professional Liability as applicable under Appendix B. These coverages shall remain in force for the duration of the Contract.
7. AAC will make final payment to the Contractor following approval of completion of all Work and the Contractor's submittal of all required releases and invoices. Liens or other claims relating to the Project may be withheld from final payment if written notice is first given to the Contractor. Acceptance of the final payment will constitute the Contractor's waiver to future claims.
8. Any dispute arising out of this Contract, which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved under AAC Regulation 1.070. ([http://akaerospace.com/docs/AAC\\_Regulation\\_Update\\_051712.pdf](http://akaerospace.com/docs/AAC_Regulation_Update_051712.pdf))
9. Payment for services provided shall be made 30 days after receipt of proper billing or the date on which payment is due under terms of the contract per AS 37.05.285.
10. All invoices shall be submitted electronically to [AACBillings@akaerospace.com](mailto:AACBillings@akaerospace.com). Invoices shall be accompanied by a written description of the work performed.

## APPENDIX B INDEMNITY AND INSURANCE

### Article 1 - Indemnification

Contractor shall indemnify, defend with counsel of AAC's choice and hold harmless AAC, its officers, agents, and employees from all liability, including reasonable costs and expenses, for all actions or claims resulting from injury or death to any person or damages sustained by any person or property arising directly or indirectly as a result of any breach of this Agreement or negligent or wrongful act of Contractor or its subcontractors, or anyone directly or indirectly employed by either of them, in the performance of this Agreement.

All actions or claims including costs and expenses resulting from injury or death to any person or damages sustained by any person or property arising directly or indirectly from Contractor's performance of this Agreement which are caused by the joint negligence of AAC and Contractor shall be apportioned on a comparative fault basis.

### Article 2 – Insurance

The insurance required by this Article shall not be canceled, materially changed, reduced in coverage or in limits except after 30 days written notice has been given to Alaska Aerospace Corporation. Any deductibles or self-insured retentions are the responsibility of Subcontractor. Prior to the commencement of Work, and thereafter upon policy expiration, Subcontractor shall provide certificates of insurance to Alaska Aerospace evidencing the insurance required under this clause specifying additional insured status and waiver of subrogation where applicable.

1. Marine Protection and Indemnity
  - i. Marine Protection and Indemnity (P&I) coverage with limits not less than \$500,000 per occurrence for all vessel operations. Alaska Aerospace's Client, Strategic Analysis, Inc., 4075 Wilson Blvd, Suite 200, Arlington, VA, 22203, shall be an additional Insured under the General Liability policies, on a Primary and Non-Contributory Basis with respects to work being performed by the Named Insured on their behalf as required by written contract.
2. All-Risk Property
  - i. Limit: Value of Personal Property
  - ii. Extensions: Replacement Cost, Valuable Papers Coverage
    - ◆ Subcontractor is responsible for insuring all of its own property and/or Property/equipment owned by Alaska Aerospace Corporation and/or the Client in its care, custody and control. When applicable, Alaska Aerospace and/or client are to be named as a Loss Payee (s) on Subcontractor's All-Risk Property insurance policy.