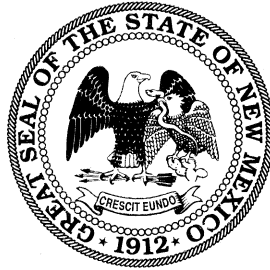


STATE OF NEW MEXICO
NEW MEXICO SPACEPORT AUTHORITY



REQUEST FOR PROPOSALS
RFP# 90-495-00-001

CONSTRUCTION MANAGEMENT SERVICES
FOR SPACEPORT AMERICA

Issue Date: September 25, 2008

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico Spaceport Authority (NMSA) is requesting proposals to contract with a Construction Management (CM) firm to oversee and manage the construction of Spaceport America, located near Upham, New Mexico. The selected CM firm shall hold in good standing a New Mexico General Contractor license, and shall maximize the use of New Mexico subcontractors.

The purpose of this Request For Proposals (RFP) is to select an offeror to oversee all aspects of pre-construction, construction and post-construction phases of the project.

The CM shall represent NMSA in all aspects of quality control, value engineering, scheduling and budget management. The CM will ensure that the project remains within the proposed budget and schedule. Fees for the CM will be drawn from the projected project funds.

NMSA expectations are to outsource the Construction Management Services versus hiring individuals directly. Thus the proposals and methodology should reflect this basis and will be judged versus the cost of NMSA hiring the anticipated 3-5 people under direct contracts for the 2 year anticipated timeline. The scope of services section contains more detail on these expectations.

The two-phase selection process for this effort is summarized below. Detailed information related to the evaluation process to be used is included in Section V of this RFP.

Phase I – Offeror Qualifications: All interested Offerors shall prepare and submit a Phase I proposal, which will be evaluated using the following criteria:

- Offeror’s Knowledge of the Project
- Offeror’s Qualifications and Experience
- Offeror’s Team Structure and Qualifications of Key Personnel
- Offeror’s Proposed Work Plan / Methodology
- References provided by Offeror’s past clients
- Financial Information
- New Mexico Contractor Status

Phase II – Price /Cost and Expanded Work Plan / Methodology Approach: A maximum of three (3) finalists will be invited to prepare and submit a Phase II proposal, which will be evaluated using the following criteria:

- Offeror’s proposed cost/pricing for accomplishing the work
- Offeror’s expanded Work Plan / Methodology Approach

B. VISION

To ensure a high quality project outcome is completed by the selected contractors in accordance with all project construction documents or agreed scope of work and within the established budget and timeline.

C. PROJECT DESCRIPTION AND BACKGROUND

Spaceport America will be the world's first inland, purpose-built commercial spaceport. When finished, it will be capable of accommodating the activities of both vertical and horizontal launch space vehicles, serving as the base for pre-flight and post-flight activities, and providing a center for interested spectators.

Functioning as a catalyst for significant regional economic development opportunities, Spaceport America will be a key component in New Mexico's efforts to attract space-related business to the state, such as partnerships with third-parties to develop facilities in support of Spaceport activities.

US-based Virgin Galactic, part of the Virgin Group founded by British entrepreneur Sir Richard Branson and regarded by many as the current world leader in personal spaceflight, will be the Spaceport's anchor tenant. Virgin Galactic will locate its primary launch and operational activities at Spaceport America, and its global headquarters in New Mexico.

Spaceport America's development and management is led by the New Mexico Spaceport Authority, which was established by the Spaceport Development Act of 2005.

In 2006, NMSA retained through competitive bid the services of DMJM Aviation to provide architectural design services for the infrastructure elements of the project. Design work was completed in early 2008, and consists of the following elements:

- Airfield (Runway, Taxiway, Apron)
- Internal Roadways (paved and unpaved)
- Water Supply and Distribution System
- Wastewater Collection and Treatment System
- On-Site Electrical Distribution System
- Communications System Backbone
- Aircraft Rescue and Fire Fighting Station (ARFF)
- ARFF Vehicles and Equipment
- Site-wide Systems Integration
- Fuel Storage Facility
- Fencing
- Add alternates – included in each package

In 2007, NMSA conducted a separate competitive procurement for the design of the Terminal and Hangar Facility (THF). The THF will be, the primary facility and centerpiece of Spaceport America, home to Virgin Galactic operations and a premier tourist attraction. The team of URS Corporation and Foster+Partners was selected to design the THF, which is currently in the schematic design phase.

The estimated total construction cost of all elements, including the infrastructure and the THF, is \$100,000,000 to \$120,000,000 (\$100 - \$120 million).

A more detailed explanation of each infrastructure element is provided in Appendix E.

D. TERM OF PROCUREMENT

Any contract resulting from this RFP will be binding for a period of 24 to 36 months. The term may be extended at the sole discretion of NMSA.

E. PROCUREMENT MANAGER

The agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Mary Ann Myers
Procurement Manager
301 S. Church Street, Suite G
Las Cruces, NM 88001
Phone: 575-521-3407
Fax: 575-521-3568
E-mail: Maryann.myers@state.nm.us

All deliveries via express carrier should be addressed as follows:

Mary Ann Myers
Procurement Manager
301 S. Church Street, Suite G
Las Cruces, NM 88001
Phone: 575-521-3407
Fax: 575-521-3568
E-mail: Maryann.myers@state.nm.us

Any inquiries or request regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency.

F. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Agency” New Mexico Spaceport Authority

“Close of Business” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction derived from an Invitation To Bid or RFP.

“Contract Manager” means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.

“Contractor” means an employer contracting with the State of New Mexico.,

“Deliverable” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“Desirable”—The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“DoIT” means Department of Information and Technology.

“Determination” means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

“DFA” means the Department of Finance and Administration for the State of New Mexico.

“DFA/CRB” means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.

“Employer” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.

“Evaluation Committee” means a body appointed by the Agency management to perform the evaluation of offeror proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist” is defined as an offeror who meets all the mandatory specifications of the

Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

“Mandatory” The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

“Milestone” means a significant event in a project, usually the completion of a major deliverable.

“New Mexico Employee” means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Requirements” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

“Responsive Offer or Responsive Proposal” means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“Responsible Offeror” means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Solicitations” means RFPs.

“Spaceport” means the Southwest Regional Spaceport/Spaceport America

“State (the State)” means the State of New Mexico.

“State Purchasing Agent” or “SPA” means the purchasing agent for the State of New Mexico or a designated representative.

“Using Agency” New Mexico Spaceport Authority

G. PROCUREMENT LIBRARY

The State Purchasing Agent has established an Internet Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

New Mexico State Purchasing Division includes links to Procurement Regulations and Request for Proposal – RFP instructions: <http://www.generalservices.state.nm.us/spd/>

Detailed drawings/data packages from DMJM, Overview of preliminary drawings and descriptions are posted on the website: www.spaceportamerica.com . Offerors **MUST** submit A Request for Proposals Acknowledgement of Receipts Form to the Procurement Manager to receive the CD with detailed drawings.

Partial drawings/data packages from URS Corp on the Terminal Hanger Facility

Projected projects costs and construction schedules

Procurement plans for the rest of the construction packages.

Project Site Plan and Layout

Request for Proposals Acknowledgement of Receipts Form

II. CM SCOPE OF SERVICES

A. SUMMARY

NMSA is seeking innovative CM proposals that are cost effective while producing a quality outcome and ensure the Construction Contractors meet their commitments in terms of quality, price and schedule.

Potential Offerors should understand the value and scope of this service is expected to reflect the number of people required to manage and support the coordination and performance of the various contractors as the Owners representative over the approximate two year timeframe and not as a traditional Percent of total project value. NMSA anticipates a level of effort in the range of 3-5 people to accomplish these services.

Phase I qualifications will determine which Offerors are capable of performing the CM services in alignment with the stated expectations/approach above. Phase II will evaluate the Offeror's direct cost for the CM services and the ability for the Offeror to add value and cost effectiveness/savings to the overall project.

NMSA's expectation is that the hired construction contractors are to be held accountable and deliver a quality product on time and within budget. The CM's role will be to program manage these activities as NMSA's representative and ensure seamless integration amongst the various contractors in support of delivering the project objectives.

The primary responsibility of the CM shall be to represent NMSA throughout the construction process, maintain responsibility for day-to-day management of the construction process, and to deliver the Project safely and on time, within budget, without claims, and of the highest quality. The CM shall coordinate all activities with the Bar Cross Ranch and the Lewis Cain Ranch throughout the construction process along with other stakeholders. NMSA has elected to manage this project with a professional CM firm and shall expect the selected firm to assume responsibility and accountability standards as if the selected firm were the NMSA.

The CM will be required to provide the sufficient and appropriate number of experienced qualified personnel from time of hiring until final completion of the general construction contract. On-site support staff will be as appropriate to the phase of work in progress.

The CM shall work with the contractors to develop value engineering solutions to save cost and schedule and shall be responsible for evaluation of value engineering proposals to ensure most cost effective project outcome.

The CM shall develop and implement a work plan that includes estimating and scheduling services as well as expertise in safety, wage rate compliance, partnering, and claims management of the State of New Mexico. All CM personnel shall have appropriate experience in construction management on complex construction projects. The CM shall develop and implement a system for monitoring construction in progress to ensure there are no deviations from cost, quality and completion dates. A more detailed explanation of

the services to be provided by the CM is shown below. NMSA may request additional services be provided by the CM at NMSA's discretion.

For the purpose of preparing proposals, Offerors are to assume that on-site work will be performed at an offeror-proposed and Agency-approved site at the Spaceport near Upham, New Mexico. Contractor management staff will be expected to attend management meetings with the Bar Cross and Lewis Cain Ranches, the Public, Bureau of Land Management (BLM), Camino Real de Tierra Adentro Trail (CARTA), NM Department of Transportation, NM State Land Office, State Office of Historic Preservation, and others as required on request of NMSA.

B. PRE-CONSTRUCTION PHASE

CM shall provide the following services during the pre-construction phase of the project including but not limited to:

- Review the existing plans and specifications prepared to date by DMJM for the Infrastructure Elements, and provide advice and value analysis input regarding materials, methods, systems, schedules, labor and other conditions as they affect constructability;
- Review the current design documents for the Terminal and Hangar Facility (THF) prepared by URS/Foster, and participate in the design process going forward, providing advice and value analysis input regarding design, materials, methods, systems, schedules, labor and other conditions as they affect constructability;
- Develop independent construction estimates of THF design documents at one or possibly two critical stages during design to verify the cost before the design is finalized;
- Conduct a Constructability Study of the THF design following completion of the Design Development phase. Ensure that there are not omissions in the documents;
- Prior to the beginning of construction work, develop a construction quality control system including a written work plan for utilizing field personnel of CM and architects/engineers to their best advantage;
- Develop an overall project schedule;
- Review the requirements for permitting and approvals according to New Mexico Procurement codes; and
- Review the proposed contractual terms and conditions to be used in the construction contracts, and provide recommendations for improvement.
- Assist in development and review of the construction package RFPs
- Prepare a communication and coordination plan to ensure construction contractors interact seamlessly. (Interface and Hand-Off Document between work packages)

C. PROCUREMENT PHASE

CM shall participate in procurement phase activities and shall support NMSA during the

process of procuring construction contractors as requested and directed by NMSA. CM's role during this phase may include but is not limited to participation in the following activities including but not limited to:

- Assist in developing bidder awareness, interest and understanding of the project;
- Participate in pre-bid conferences with interested bidders, subcontractors, material suppliers and equipment suppliers;
- Prepare when appropriate, prequalification criteria for bidders. Subcontractors and suppliers at all tiers must be properly licensed in the State of New Mexico and must meet all qualification requirements of the specifications/contract documents.
- Review submitted offers and participate in any post-bid interviews with apparent low bidders to confirm the scope of work.
- Observe evaluation proceedings and provide input as requested;
- Update communication and coordination plan.

D. CONSTRUCTION PHASE

CM shall provide the following services during the construction phase of the project including but not limited to:

- Establish and maintain a fully-staffed and suitably-equipped office on-site and or off-site to manage all construction administration functions, including inspections by state appointed personnel and site visits approved by NMSA. Note - all required equipment for performance on-site by the CM shall be provided by the CM, including but not limited to computers, word processors, calculators, telephones, blueprint machines, mobile radios, copiers and fax machines;
- Provide full-time, on-site and off-site staff to plan, manage and coordinate on-site contractor's activities in a manner that will ensure seamless and successful coordination and management of the project;
- Develop procedures and schedules for the processing of submittals, shop drawings, payment applications, etc. with the Architects and NMSA;
- Establish and maintain on behalf of the NMSA a document control system, which will track all contractor submittals, change orders, correspondence, claims, etc. using software that tracks documents by issue
- Conduct regular job site meetings
- Maintain daily on-site project log and schedule report
- Ensure consistent and thorough compliance by all contractors with the plans and specifications
- Maintain record copies of all contract documents
- Maintain all change orders and other documentation on-site
- Oversee construction management staff

- Submit weekly written progress reports to the NMSA;
- Provide monthly written progress reports in a form acceptable to the NMSA and conduct progress meeting with contractor;
- Develop and enforce the Quality Assurance (QA) Plan, in conformance with the plans and specifications;
- Oversee QA testing and inspection programs performed by the construction contractors to ensure a quality outcome;.
- Review contractor schedules and chair a monthly schedule meeting to assure timely completion of all phases. Work with contractor(s) to pro-actively address schedule concerns;
- Review any change requests submitted by contractor(s) and provide recommendations to NMSA for approval/disapproval. May also include performing independent estimate of the costs associated with any such change(s).
- Facilitate the development of record drawings, warranties and guarantees.
- Coordinate punch lists, final inspections and NMSA acceptance.
- Prepare and administer payment and cost control procedures, including review and approval of pay applications from the contractor(s);
- As directed by NMSA, assist with and/or lead approved tours of the construction job-site for dignitaries, officials, and other authorized groups wishing to view the general progress of construction;
- As directed by NMSA, participate in and provide input/support to activities related to public relations, media, documentaries, press releases and other related matters.

E. POST-CONSTRUCTION PHASE

CM shall provide the following services during the post-construction phase of the project including but not limited to:

- Prepare initial punch list and consolidate comments into final punch list.
- Finalize the bid items, claims, change orders, punch list items and correct shop drawings.
- Identify and assist the NMSA in pursuing project and contract warranty corrections and repairs.
- Oversee completion of final record drawings as appropriate or coordinate with the responsible parties to do so;
- Transmit all project files and record drawing to NMSA for archiving.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency State Purchasing	9/25/08
2.	Submission of Initial Questions	Potential Offerors	9/26/08
3.	Pre-Proposal Conference	Agency Potential Offerors	10/2/08 9:00 AM
4.	Distribution List Response	Potential Offerors	9/25/08
5.	Deadline To Submit Additional Questions	Potential Offerors	10/8/08
6.	Response to Written Questions/RFP Amendments	Agency	48 hours after receipt
7.	Phase I Proposal Submissions	Offerors	10/15/08
8.	Proposal Evaluation	Selection Committee	10/20/08
9.	Selection of Finalists	Selection Committee	10/21/08
10.	Short List Teleconference with Finalist	Finalist Offerors	10/23/08
11.	Oral Presentations	Finalist Offerors	TBD
12.	Finalize Contract	Agency Offeror	4 to 8 weeks
13.	Contract Award	State Purchasing Agent	TBD
14.	Protest Deadline	Offerors	15 Days after the Contract Award
15.	CM Work Begins	Agency CM Finalist	TBD
16.	Expected Construction Start Date	Agency CM Finalist	TBD

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by NMSA and the State Purchasing Division of the General Services Department.

Additional copies of the RFP can be obtained from the Purchasing Division web site at www.generalservices.state.nm.us/spd and from the NMSA website at www.spaceportamerica.com

2. Submission of Initial Questions

Potential offerors may submit initial written questions as to the intent or clarity of this RFP until close of business on the date shown in Section A. All written questions must be addressed to the Procurement Manager (see Section I, Paragraph E).

3. Pre-Proposal Conference

A Pre-Proposal Conference will be held on the date shown in Section A at the following location: NM Spaceport Authority Office, 710 Highway 195, Elephant Butte, NM 87935. It is anticipated that a tour of the project site will be conducted as part of the Pre-Proposal Conference.

Potential offerors are encouraged to submit written questions at least forty-eight (48) hours in advance of the conference to the Procurement Manger (See Section 1, Paragraph E). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential offerors that attended the pre-proposal conference.

Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.

4. Distribution List Response

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. This form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager by close of business the date shown in Section A

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

5. Deadline to Submit Additional Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date shown in Section A.. All written questions

must be addressed to the Procurement Manager (see Section I, Paragraph E).

6. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on the date shown in Section A to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than seven (5) days after the answers and/or amendments were issued and in accordance or as available within the RFP timeline.

7. Submission of Proposals

ALL PHASE I OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DATE AND TIME SHOWN IN SECTION A. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the "Construction Management Services for Spaceport America" Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

8. Proposal Evaluation

The evaluation of proposals will be performed by a Selection Committee appointed by Agency management. The evaluation process will begin on the date shown in Section A. During this time, the Procurement Manager may, at his option, initiate discussion with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

9. Selection of Finalists

The Selection Committee will select and the Procurement Manager will notify the finalist offerors on the date shown in Section A. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral

presentations/demonstrations will be determined at this time.

The Selection Committee is charged with the responsibility of reviewing and assessing all applications received in response to the official advertisement of the project for Phase I, as well as the Phase II.

Members of the Selection Committee process are expected to be:

- Steve Landeene, Executive Director of the New Mexico Spaceport Authority
- Bill Taylor, GSD/Property Control Director; Selection Committee Chair
- Bill Loomis, New Mexico Spaceport Authority Board member
- Brent Westmoreland, New Mexico Spaceport Authority Board member
- Mike Rice, John D. (Mike) Rice, LLC, Aviation Consultant and Government Relations

In the event of illness or other circumstance beyond the control of the NMSA or the individual member, the Selection Committee shall consist of those remaining who will have participated fully in the review and deliberation process, along with any replacement if so designated by the NMSA.

For Phase II, the Selection Committee may be assisted in its deliberations by consultant and other “peer reviewers” – distinguished and nationally recognized professionals.

NMSA and the Selection Committee will notify all offerors of the selected finalists by the date shown in Section A.

10. Phase II Proposal Submissions

ALL PHASE II OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DATE AND TIME SHOWN IN SECTION A. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the “Spaceport America Construction Manager” Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

11. Oral Presentation/Demonstration by Finalists

Finalist offerors will be required to present their proposals and respond to Evaluation Committee questions on the date shown in Section A. The Agency reserves the right to extend the time for completion of this activity at its sole discretion. All oral presentations will be held in Santa Fe, New Mexico. Finalist offerors will be limited to duration of presentation of not more than two (2) hours.

12. Contract Award

The using agency shall negotiate in a manner consistent with the selection criteria. The using agency shall negotiate a contract with the highest qualified business at compensation determined in writing to be fair and reasonable. In making this decision, the using agency shall take into account the estimated value of the services to be rendered and the scope, complexity, and the professional nature of the services. Should the using agency be unable to negotiate a satisfactory contract with the business considered to be the most qualified, at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The using agency shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the using agency shall formally terminate negotiations with that business. The using agency shall then undertake negotiations with the third most qualified business. Should the using agency be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications, and the using agency shall continue negotiations in accordance with this section until a contract is signed with a qualified business, or the procurement process is terminated and a new request for proposals is initiated. The using agency shall publicly announce the business selected for award.

13. Protest Deadline

Any protest by an offeror must be timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive offerors shall begin on the day following the contract award and will end as of 5:00 PM Mountain Daylight Time 15 days after the Contract Award. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to the State Purchasing Agent.

Michael C. Vinyard
State Purchasing Agent
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505

Mailing Address: P.O. Drawer 26110
Santa Fe, NM 87502-0110

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent's procurement code regulations, 1.4.1 NMAC and 1.5.8 NMAC.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of Section III Conditions Governing the Procurement, of this RFP in the letter of transmittal.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

Any cost incurred by the offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments only to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collage, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror’s organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the State Purchasing Agent shall examine the offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities (including the DoIT, State Purchasing Division, DFA/CRB and Federal authorities).

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Agency’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Agreement Terms and Conditions." However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the Agency's terms and conditions, as contained in this Section or in Appendix B, that offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the agency.

17. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the Agency and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in §13-1-83 and §13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Notice

The Procurement Code, §13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

22. Agency Rights

The Agency reserves the right to accept all or a portion of an offeror's proposal including the right to purchase software or services from SPA approved price agreements.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors, and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall be available to be picked up by the offerors after the expiration of the protest period with the following exception. Two complete copies of all proposals including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the Agency and the State of New Mexico.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the using Agency's written permission.

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section III.B.6, Response to Written Questions/RFP Amendments).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the SPA, the version maintained by the SPA shall govern.

28. New Mexico Employees Health Coverage

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:
 - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

IV. PROPOSAL FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall provide one (1) original and seven (7) identical copies of their Phase I proposal. Information related to the submission of Phase II proposals will be provided to finalists at the time of finalist notification.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a single binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Section A – Offeror’s Qualifications and Experience (15 page limit)

Offeror shall provide information related to its qualifications, experience and capability to successfully execute and complete the work. At a minimum, this section should include information relative to:

- Company Information – to include but not be limited to location and number of offices, years in business, core and specialty services provided, personnel/staff employed and other resources;
- Knowledge of Project – describe the level and depth of knowledge related to the Spaceport America project.
- Past Projects – describe at least five (5) projects completed by Offeror’s firm within the last five (5) years which are most relevant to this project. For each project, include information relevant to Offeror’s specific role in the project, client name, project description, project size, project scope, project complexity, completion methodology and any innovative methodologies employed or challenges resolved. Particular emphasis should be placed on projects previously completed for the state of New Mexico or other public entities, though projects for private entities may also be submitted.
- Current projects - list all current projects and their current status, including percentage complete, for all firms included on the Offeror’s team. Also include information relative to the percentage

of Offeror's total resource capability committed to each project.

- Company licenses and certifications. Note: Offeror must be a New Mexico licensed general contractor and must submit a copy of his/her license.

Section B – Offeror's Proposed Team Structure and Key Personnel (10 page limit)

Offeror shall provide information related to the proposed structure of its project staff, and the qualifications of each proposed individual. At a minimum, this section should include information relative to:

- Project Organizational Structure – explain Offeror's approach to staffing this project, including management, staff and support positions.
- Organizational Chart – clearly identify each member of the Offeror's proposed team, their role in the organization, and the reporting relationship(s) between each team member;
- Responsibility Summary – a concise explanation of each proposed individual's duties and responsibilities on the project.
- Key Personnel Qualifications – detailed information about each proposed individual's experience, professional and educational background, and pertinent licenses, certifications and/or registrations.
- Previous Working Relationships – as applicable, provide detail about the experience of any proposed team members in working together on previous projects
- Resumes – A current resume should be submitted for each proposed member of Offeror's team. Resumes may be submitted as attachments to the proposal and will not be counted against the page limit for this section.

Section C – Proposed Work Plan / Methodology (10 page limit)

Offeror shall describe, in outline format, its proposed work plan and methodology for accomplishing the work. Information may be summary in nature, but should be of sufficient detail for the Selection Committee to adequately assess and determine Offeror's understanding of the work scope and mastery of the services and processes necessary to ensure successful execution in the field. Note – an expanded, more detailed Work Plan / Methodology will be requested of the finalists selected for submittal of a Phase II proposal. At a minimum, this section should include information relative to Offeror's proposed approach to each of the following:

- Pre-Construction Activities, including inter-action with architects and bidders participating in construction procurement/RFP development;
- Construction Activities, including mobilization to the field, job-site

communication, scheduling, quality control, adherence to project documents, plans and specifications, communications with the client, and document control; and.

- Post-Construction Activities, including project close-out.

Section D – Financial Information (5 page limit)

Offeror shall provide sufficient information for the Selection Committee to adequately assess and determine Offeror's financial strength and ability to undertake and complete the work. At a minimum, this section should include information relative to Offeror's:

- Insurance limits and bonding capacity;
- copies of Offeror's most recent years independently audited financial statements, as well as those for the preceding three (3) years;
- Name, address and telephone number of bank reference(s)

Section E – References. (2 page limit)

Offeror shall provide five (5) references for which Offeror has successfully completed previous project(s) of a similar size, scope and complexity. Emphasis should be placed on Offeror's demonstrated strengths in the areas of cost control, quality of work and adherence to project schedules. For each reference, the following information should be provided:

- Company name, contact person's name, title, mailing address, email address and telephone number'
- Brief summary of the project or work performed

Note: The Offeror is responsible for verifying reference contact information. The Selection Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or wrong contact information could result in a zero score in this category.

Section F – NM Contractor Status, Volume of Previous Work Produced in NM, Current Work with NMSA, Offeror's geographic proximity to the work (2 page limit)

Offeror shall describe its offices and resources in the context of Offeror's presence in New Mexico, use of New Mexico personnel and/or contractors/subcontractors, Offeror's geographic proximity to the work site, and/or Offeror's previous experience working in the geographic area of the work site and in the State of NM. Offeror's current work with NMSA and the percent complete at the time of contract award anticipated to be November 2008. Work with NMSA that is not at least 75 Percent may result in a deduction.

Section G – Mandatory Specifications. (no page limit)

Offeror shall submit with its proposal the required mandatory specifications, including the following:

- Transmittal Letter
- Company name, contact person’s name, title, mailing address, email address and telephone number
- New Mexico License
- New Mexico Employees Health Coverage Form (Appendix D)
- Campaign Contribution Form (Appendix C)
- Certificate of Insurance
- Offeror’s Bonding Capacity

Section H – Additional Information (5 page limit)

At the Offeror’s discretion, Offeror may provide any additional information which Offeror would like the Selection Committee to consider.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

2. Letter of Transmittal - Each proposal must be accompanied by a letter of transmittal. Transmittal letters that omit any of the following minimum information may be deemed non-responsive. The letter of transmittal MUST:

- Identify the submitting organization;
- Identify the name, title, telephone and fax numbers and e-mail address of the person authorized by the organization to contractually obligate the organization.
- Identify the name, title, telephone and fax numbers and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- Explicitly indicate acceptance of the conditions governing the procurement stated in Section III, paragraph C.1;
- Be signed by the person authorized to contractually obligate the organization;
- Acknowledge receipt of any and all amendments to the RFP.

V. EVALUATION

A. EVALUATION POINT TABLE/SUMMARY

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of offeror proposals. Only finalist offerors will receive points for an oral presentation and demonstration.

Phase I Evaluation Factor	Points Available
---------------------------	------------------

1.	Offeror's Qualifications and Experience/ Knowledge of Project	30
2.	Offeror's Proposed Team Structure and Qualifications of Key Personnel	25
3.	Proposed Work Plan / Methodology	30
4.	Financial Information	5
5.	References	5
6.	NM Contractor Status, Volume of Work Previously Produced in NM, Geographic Proximity to the Work. Existing Work and Percent Completion with NMSA.	5
	Total	100

	Phase II Evaluation Factor	
1.	CM Fee	60
2.	Innovative or value-added suggestions which will lead to lower cost or other improvement during project execution and completion.	40
	Total	100

Note – additional information related to Phase II proposal submissions and content will be provided to the finalists at a later date.

Note – Existing Work and Percent Completion may lead to a deduction of points if work activity is not at least 75Percent complete. The offeror must certify the current work and percent completion in the submittal of the proposal.

Note – Proposals not in line with NMSA's scope of services as identified in Section II may be deemed non-responsive and disqualified.

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Phase I offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP as well as with the expectations for the scope of services contained in Section II. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section III, subsection B-8.
3. The Selection Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offeror's with the highest scores will be

selected as finalist offeror's based upon the proposals submitted, and will be invited to submit a Phase II proposal. Following evaluation of finalist offers in accordance with Phase II criteria, the responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

**REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on the date shown in Section III, subsection A. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

Mary Ann Myers
Procurement Manager
New Mexico Spaceport Authority
Address 301 S. Church Street, Suite G
Las Cruces, NM 88001
575-521-3407
575-521-3568
Maryann.myers@state.nm.us

APPENDIX B

AGREEMENT TERMS AND CONDITIONS

STATE OF NEW MEXICO
NEW MEXICO SPACEPORT AUTHORITY

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NEW MEXICO SPACEPORT AUTHORITY**, hereinafter referred to as (the "Agency") and **NAME OF CONTRACTOR**, hereinafter referred to as (the "Contractor"), and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration ("DFA")

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

B. Services will be performed (AT)(WITHIN)(LOCATION)

C. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1.

2.

(or reference an Attachment 1, see below)

2. Compensation.

A. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.**

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT) (as set forth in Paragraph A) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination

of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

CHOICE – MULTI-YEAR – The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement.

The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."

B. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment

opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency: New Mexico Spaceport Authority
ATTN: Mary Ann Myers
301 S. Church Street, Suite G
Las Cruces, NM 88001
Maryann.myers@state.nm.us

To the Contractor: [insert name, address and email].

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below.

NEW MEXICO SPACEPORT AUTHORITY

By: _____ Date: _____
Steve Landeene, Executive Director

By: _____ Date: _____
Agency’s Legal Counsel –Certifying legal sufficiency

By: _____ Date: _____
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **00-000000-00-0**

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____
DFA Contracts Review Bureau

Date: _____

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: Reduce or Increase or Other Service [insert blank].¹

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.²

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the Agency to meet the portions of its Strategic Plan set forth below ***(insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties)***.

¹ A goal is an "output" measure. It measures the quantity of a service provided. For example, the number of students graduated or promoted; the number of two-lane highways repaired; or the number of crimes investigated. It also can measure the quantity of a service provided that meets a certain quality requirement. For example, the number of students graduated or promoted who meet a minimum preset level of achievement; the number of miles of roads repaired to a minimum safety standard; or the number of criminal investigations performed that result in identification of a prime suspect.

² An accomplishment is an "outcome" measure. These indicators measure accomplishments or results that occur (at least partially) because the services were provided. For example, the percentage of students achieving a specified skill level in reading, the percentage of miles of roads in excellent, good or fair condition; or the percent reduction in serious crimes or the percent of residents who perceive their neighborhoods as safe.

APPENDIX C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the

committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX D

New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:
 - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date _____

APPENDIX E

Operational Spaceport Project Scope Summary

Background

The Programming Phase for Spaceport America (Spaceport) resulted in the definition of facility and infrastructure requirements for the development of the Operational Spaceport. The Operational Spaceport will provide facilities and infrastructure to allow horizontal launch operations by Virgin Galactic and continued vertical launch operations by Up Aerospace. In addition support facilities are included for the New Mexico Spaceport Authority (NMSA) to operate and maintain the Spaceport.

Final Design for all site development and infrastructure work is complete, and has provided the detail given herein for the types and locations of all facilities covered by this RFP. An overall site layout plan is available thru the Procurement Library to this scope summary for reference.

Design activity for the Terminal Hangar Facility (THF) which will house both NMSA and Virgin Galactic operations, along with the White Knight 2 and Space Ship 2 craft, is ongoing and expected to complete early 2009.

Bid Package Summary

The following scopes of work will be bid on a competitive basis by the NMSA and the New Mexico state General Services Department. All work is contained in the Spaceport America boundary as shown on the attached site layout plan.

- Airfield (Runway, Taxiway, Apron)
- Internal Roadways (paved and unpaved)
- Water Supply and Distribution System
- Wastewater Collection and Treatment System
- Electrical Distribution System
- Communications System Backbone
- Terminal Hangar Facility
- Aircraft Rescue and Fire Fighting Station (ARFF)
- Fuel Storage Facility
- Fencing
- Vertical Launch Area (add alternates only – included in each utility package)

Other third party work related to startup and operation of Spaceport America will be performed offsite such as New Mexico DOT roadway improvements, offsite power delivery to the spaceport site, and fiber optic installation to the site. Construction management responsibilities for this work are not included in the scope of this RFP, but monitoring and

coordination of activities with these third parties will be required.

Airfield

The airfield includes Runway 16-34, associated taxiways, stub outs for a future crosswind Runway 7-25, and an aircraft parking apron. The runway is 10,000 feet long by 200 feet wide. A connector taxiway is designed between the runway and the Terminal & Hangar facility and turnaround taxiways are provided at each end of the runway. The turnarounds will become part of a planned future parallel taxiway. The separation between the runway and future parallel taxiway is 9000 feet based on suggested increase in separation criteria from potential users. Airfield geometrics are based on FAA Group VI criteria with centerline tracking. The airfield pavement section has been designed based on the design fleet mix in the DMJM Programming Report.

This element also includes the aircraft parking apron. The location and size of the apron, as conceptualized in the DMJM Programming Report, is adjacent to the Terminal and Hangar Facility and the airfield taxiway. The apron is approximately 750-feet by 550-feet (9.5 acres) and will accommodate three transient private jets with sufficient space for taxi of the WhiteKnightTwo aircraft.

The following components are included in the design of the airfield for Operational Spaceport.

1. Site preparation, earthwork, pavement and final grading for the construction of the airfield in accordance with FAA Group VI geometrics criteria for runway and taxiway design
2. Runway 16-34: 10,000 feet long by 200 feet wide asphalt surface
3. Partial taxiways: 100 feet wide connecting the runway to the Terminal and Hangar Facility, and turnarounds at each end of the runway.
4. Stub out for the future crosswind Runway 7-25
5. Aircraft parking apron associated with the Terminal and Hangar Facility to accommodate three general aviation jets and taxi lanes for the WhiteKnightTwo
6. Electrical duct bank crossings under aircraft pavement to accommodate future airfield lighting
7. Drainage structures within the airfield development area
8. Airfield signage (unlit)
9. Wind Cones
10. Apron lighting to be mounted on the Terminal and Hangar Facility (lighting to be included in the THF design and construction package).

The airfield pavement section consists of 3-inch asphalt concrete surface, 4-inch asphalt concrete base, 6-inch crushed aggregate base and 6-inch cement treated subgrade. The design is based on FAA design guidelines using the Aircraft Traffic Fleet Mix in the DMJM Programming Report. .

Internal Roadways

This element is the internal roads within the Spaceport America boundary. Internal roads start at County Road A013 and include primary and secondary roads. The primary road is the entrance to Spaceport beginning at County Road A013 along County Road A039, transitioning to County Road A021 and continuing into the horizontal launch facilities development area. The Camino Real crossing is established at the existing CR A039 crossing, and will include a new bridge structure.

The secondary roads provide access to the wastewater treatment facility and vertical launch area. The primary road is an asphalt pavement section and secondary roads are gravel roads. Roadway lighting is provided at the intersections along the primary road only, using solar powered light fixtures. Where applicable, roads end and tie into parking lots at individual facilities or apron pavement.

All roads are two-lane roads within a 60-foot wide roadway corridor to accommodate the associated drainage ditches. All utilities (water, wastewater, power, and communications) are located underground in a common 35-foot wide utility corridor. Where applicable, the utility corridor is located adjacent to the roadway corridor.

Water System

The water system facilities include water supply, water storage, water transmission, and water distribution facilities. Water service to Operational Spaceport America will include potable domestic and fire flow. The water distribution and transmission system will be located within the utility corridor.

Water System design includes:

- a. The well field is located south of the runway and horizontal development area based on the test well program undertaken during the design of Operational Spaceport. The construction documents document a well field, consisting of four drilled and tested wells, with a capacity of 100gpm to supply a demand of 60 gpm. The difference in demand versus capacity is two fold; The State Engineer will only grant water rights based on 60Percent of the individual well capacity; and 60Percent allows for cycling the well pumps.
- b. A Booster Station at the northwest corner of the horizontal development area to include:
 - (1) Domestic Flow pumps, including low flow jockey pump and hydro pneumatic tank.
 - (2) High Service (Fire Flow) Pumps capable of pumping 3,500 gpm.
- c. One Back-up emergency generator at the booster station
- d. 1.3M-gallon water storage tank constructed of welded steel, painted with natural earth tone. The tank will be approximately 65-feet in diameter and 14-feet high.

The location of the booster station and water storage tank at the northwest corner of the horizontal development area reduces the length of large diameter pipe needed for fire flow and allows the tank to be hidden from the Camino Real view shed behind high ground.

- e. Approximately 15,500 linear feet of 10-inch through 16-inch water distribution main
- f. Approximately 34,000 linear feet of 2-inch through 6-inch water supply line

Wastewater System Improvements

The wastewater system facilities include the wastewater collection, treatment, and disposal systems. This element includes storage facilities for treated effluent to be used for non-potable water uses. The effluent storage tank and equalization basin will be located at wastewater treatment facility (WWTF). The wastewater collection system will be located within the utility corridor.

Wastewater System design includes:

- a. Recirculation filter wastewater treatment facility (WWTF) with a 19,000-gpd capacity
- b. Groundwater recharge field (leach field) for wastewater effluent.
- c. 12,000 gallon effluent storage tank for beneficial re-use.
- d. Approximately 16,500 linear feet of gravity sewers from horizontal launch area building sites to WWTF.
- e. An Equalization Basin at the treatment plant for high event flows.
- f. One Septic Tank and Leach Field at the vertical launch sites included as an Add Alternative to the construction bid documents

On-Site Electrical Distribution

The on-site electrical distribution system includes the switch gear station, primary distribution power line within the utility corridor, and required transformers off the primary distribution line. The primary distribution power line will be direct buried cable conduit. The distribution system is to extend to and include the transformers at individual buildings. Extension of the distribution system beyond the south end of the runway to the wastewater treatment plant is underground with provision for extension to the vertical launch area in an Add Alternative. Power will be provided by Sierra Electric Cooperative (SEC), the franchise provider for this geographical area. SEC will tap an 115KV transmission line approximately 7 miles west of CR A013. SEC will construct a substation at the tap and provide aerial transmission to a location approximately $\frac{3}{4}$ mile west of CR A013 at which point the lines will transition to underground. The underground feed will continue east to the on-site switch gear station located approximately 3 miles east of CR A013 inside Spaceport. The transition point from aerial to underground feed was determined in consultation with BLM and the Camino Real interests.

Communications Distribution

The on-site communications backbone includes all communications cabling within the utility corridor. The New Mexico Department of Information Technology will designate a service provider for NMSA at Spaceport to provide cable and telecommunications service to the NMSA's Telecommunications Center in the Terminal and Hangar facility. The campus network will originate from the Telecommunications Center and consist of direct buried fiber optic cable connecting the NMSA facilities at the THF and ARFF. For Operational Spaceport,

communications with other infrastructure facilities (i.e. Fuel storage, water, wastewater) will be through wireless technologies.

Terminal and Hangar Facility (To Be Provided By Others)

This element is the Terminal and Hangar facility that will accommodate Virgin Galactic operations and NMSA Administrative functions. The facility, three levels and approximately 100,000 square feet of occupiable space, is located northwest of the intersection of Runway 16-34 and future Runway 7-25. This facility is under design by URS/Foster+Partners, and will include the following components, at a minimum:

- Commercial hangar space for housing, outfitting, and light maintenance of Virgin Galactic air and space craft
- Operational and mission control spaces for Virgin Galactic including astronaut training, pre-flight preparation, post flight recovery, family and friends lounge, conference space, restroom and shower facilities
- Operational spaces for NMSA including headquarters offices, site communications and control center, administrative and operational staff offices.
- Shell space for restaurant/cafeteria facilities
- Hangar support spaces such as tool storage, shop/maintenance space, spare parts storage, etc.
- Necessary mechanical and electrical support spaces for building operation.

The THF facility is being designed to LEED Gold standards and will incorporate numerous design features to ensure a highly environmentally sensitive and efficient facility. These features may include earth tubes for pre-heating/cooling incoming air, ground-based thermal loops for HVAC purposes, ambient lighting, low-e glazing, etc.

Combined Aircraft Rescue and Firefighting (ARFF) and Grounds Maintenance Facility

This is an 8,000 square foot facility housing Aircraft Rescue and Firefighting and grounds maintenance. The facility is located north of the Terminal and Hangar Facility and includes covered parking for grounds maintenance equipment. The ARFF vehicle bays will accommodate one ARFF vehicle, one structural fire truck, a one ton pickup carrying an ARFF skid unit, and an EMT truck.

Fuel Storage Area

The fuel storage facility includes ground preparation, berms, site specific fencing, Jet-A, gasoline, and diesel fuel storage tanks, piping and pumps. One Jet-A (25,000 gal), one gasoline (250 gal), and one diesel tank (500 gal) will be provided. Vehicle pavement around the facility will be included with a connection to the internal roadways. Pavement in the fuel transfer area will be concrete. The Fuel Storage Area is located on the far northwest end of the development area and the layout has been designed for expansion, with appropriate fuel separation, as new tenants come to Spaceport.

Fencing

This element includes the perimeter fencing and access gate to create the secure area of the Spaceport. High game fence is provided around the perimeter of the airfield and developed operational areas as recommended by the local ranchers. Fencing around individual facilities includes the water wells, electrical switch gear station, the wastewater treatment facility, fuel storage area, and vertical launch facilities. The fencing at the vertical launch area is existing chain link. Chain link is also provided at other facilities except for the water wells where cattle fence is used due to the isolated locations.

Vertical Launch Area

The vertical launch area consists of the existing launch facilities, used by UP Aerospace, with a concept layout for two additional launch pads. The facilities consist of a suborbital vehicle launch pad with launch rail, a solid rocket motor storage locker, and portable trailers providing launch control. Since there is no additional committed vertical launch tenant at this time, the two additional launch pads are considered future and not included in Operational Spaceport.

Add Alternates are included in the Operational Spaceport construction bid documents to extend water and power to the vertical launch area and provide a septic system. Wireless communications to main site are also included.