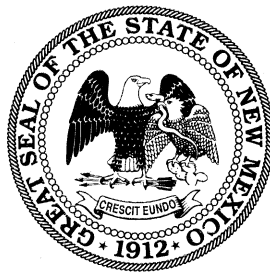


STATE OF NEW MEXICO
NEW MEXICO SPACEPORT AUTHORITY



REQUEST FOR PROPOSALS
RFP# 11-495-00-00185
FY2012-2013

Spaceport America Visitor Experience Development
RFP:

Issue Date: May 26, 2011

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Spaceport Authority (NMSA) is requesting proposals from a professional team of firms and/or individuals to create the Spaceport America visitor experience and facilities. Spaceport America is the world's first purpose-built, commercial spaceport, intended to be the launch-pad of the global commercial spaceflight industry and the second space age (www.spaceportamerica.com). The \$209 million project has attracted worldwide attention because of its bold premise, stunning Norman Foster architecture and the fact that it is home to the world's first commercial space-line company, Sir Richard Branson's Virgin Galactic (www.virgingalactic.com).

The scope of work is described in summary below and in Section I. C.. There are envisioned to be three contractors associated with the Visitor Experience: Visitor Experience Development Contractor (this RFP), Construction Manager / Builder (separate RFP), and Hospitality Management Contractor (separate RFP). It is important that they work together and that they each understand all aspects of the Visitor Experience. There are three planned project phases in this RFP as follows:

Phase 1: 3 months in duration (priced option)

Contractor 1 (THIS RFP): Visitor Experience Development Contractor (VEDC)

VEDC team includes market research, business development, attraction development, marketing and branding, and architecture design and management. During Phase 1, tasks shall include business/financial trade studies and plans, spaceport branding identity and strategy planning, messaging development, market profiling, demand modeling, pricing and budgeting, overall visitor planning/programming, phased development planning, conceptual experience design, conceptual architectural/engineering design, and a plan for robust private sponsorship/alliance development.

It is envisioned that the VEDC is led by the attraction developer (the "Innovator") and informed by the market research/financial ("Business Developer") group, and the architect. Alternative leadership arrangements should be thoroughly explained and justified.

Phase 2: 21 months in duration (unpriced option) Offer must assume "spaceport opening" 20 months after contract award, so some initial visitor experience must be in place.

Contractor 1 (THIS RFP): Visitor Experience Development Contractor (VEDC)

Phase 2 tasks shall include website redesign and branding expressions, detailed experience design, creative concept validation and testing, exhibit and attraction fabrication/acquisition/installation, full architectural/engineering design and construction documents, and robust private sponsorship/alliance development.

VEDC will coordinate closely with the Construction Manager / Builder and Hospitality Management Contractor regarding constructability and operational considerations, respectively, and produce construction drawings for buildings, exhibits, signage/wayfinding, fit-out, etc. as

determined in the course of the work. The exhibits will be constructed/installed in a phased manner contingent upon available government funding and the level of private investments.

Contractor 2 (Separate RFP): Construction Manager / Builder (CM)

Beginning 5 months after VEDC award, CM should work with VEDC and Hospitality Management Contractor to ensure overall project is on schedule and budget and teams are communicating and coordinating to the maximum extent possible to achieve success. CM will be the owner's representative in the field as well as the general contractor to build all envisioned facilities, infrastructure and fit-out as per VEDC's construction drawings. The facilities will be constructed in a phased manner contingent upon available government funding and the level of private investments.

Contractor 3 (Separate RFP): Hospitality Management Contractor (HMC)

Beginning 5 months after VEDC, HMC works with VEDC and CM to ensure operational considerations are incorporated in the facilities and experience designs. HMC will conduct pre-opening marketing, create operational policies and procedures, secure appropriate inventory and equipment, develop necessary relationships and supply chain, hire and train operational staff, and plan/host the Spaceport America grand opening. HMC will operate the entire Spaceport America Visitor Experience on the basis of a revenue sharing agreement with NMSA, potentially including concessions, food and beverage, retail, merchandise, transportation, facilities and infrastructure maintenance, security, hospitality, exhibits, activities, tours, education, special events, marketing and advertising.

Phase 3: 24 months in duration (unpriced maintenance/refresh option)

Contractor 1 (THIS RFP): Visitor Experience Development Contractor (VEDC)

VEDC team will design, develop and install additional exhibits and visitor-facing creative concepts for new and/or expanded facilities, design additional new and/or expanded facilities and infrastructure to construction level documents, provide ongoing support of marketing activities and brand enhancement, conduct ongoing visitor research, analysis, and monitoring, and continue to expand the sponsorship/alliance program. The VEDC will provide technical maintenance of the installed exhibits, and develop a plan for future and refreshed attractions.

Contractor 2 (Separate RFP): Construction Manager / Builder (CM)

CM will continue to work with VEDC and HMC to ensure overall project is on schedule and budget and teams are communicating and coordinating to the maximum extent possible to achieve success. CM will continue to be the owner's representative in the field as well as the general contractor to build all envisioned facility additions and/or expansions and fit-out as per VEDC's construction drawings.

Contractor 3 (Separate RFP): Hospitality Management Contractor (HMC)

HMC will continue to operate the entire Spaceport America Visitor Experience on the basis of a revenue sharing agreement with NMSA, potentially including concessions, food and beverage, retail, merchandise, transportation, facilities and infrastructure maintenance, security, hospitality,

exhibits, activities, tours, education, special events, and marketing and advertising. HMC may review and revise operational and financial options for an improved visitor experience. HMC will maintain all exhibits and facilities related to the visitor experience based on manuals produced by VEDC.

We look forward to hearing ideas and proposals that stretch far beyond our own creative capacity, and encourage the Offeror to think big and to challenge us about what the Spaceport America visitor experience can ultimately be. The NMSA looks forward to the exchange of ideas, and the development of this exciting project.

B. VISION

The vision of the Spaceport is to be the world's premier commercial space launch facility providing first class service to its customers and delighting and inspiring its visitors. The mission of the Spaceport is to provide safe, efficient and effective service for commercial space launch customers and aerospace research and development customers, while delivering an educational, inspirational and fun experience for visitors.

The NMSA has developed a Master Plan (included within the Procurement Library as described in Section I. H. below) for the visitor experience that outlines the planning and research that have occurred to date. The plan explains creative concepts, covenants, and concerns anticipated by the NMSA in the execution of this work. The NMSA does not intend for these ideas to be prescriptive, or requirements for Offerors to include in their proposals. Indeed, the Master Plan is likely unachievable in its entirety, and it is meant to provide background and context for the challenging job that lies ahead. The message from all of this is that the Offeror will need to be highly innovative and resourceful to develop a unique and memorable experience within the available budget and schedule with completion by the end of Q1 2013.

C. SUMMARY SCOPE OF WORK

The scope of work includes spaceport branding identity and strategy planning, website redesign, messaging development, market profiling, demand modeling, business/financial trade studies and plans, pricing and budgeting, overall visitor planning/programming, detailed experience design, creative concept validation, exhibit and attraction fabrication/acquisition/installation, architectural/engineering design and construction level documents, construction administration, and robust private sponsorship/alliance development. Given the breadth of tasks, it is essential that the team's internal coordination is efficient and effective to meet schedule and budget constraints. The facilities' construction and the management of hospitality and facility operation will be bid separately. The company(s) selected to do this work will be assured of worldwide attention. With that in mind, the NMSA is seeking a visionary and experienced partner to design the spaceport's visitor experience and facilities, define the brand and image of Spaceport America, and deliver a viable, year-round attraction, rich in public-private partnership.

The visitor experience will occur in several locations, and may include one or more of the following: two off-site "Welcome Centers" on nearby Interstate-25 serving as transportation hubs, an on-site "Visitor Complex" with indoor/outdoor activities, transportation in between off- and on-site, an entrance/security facility to the Spaceport property, and various "outposts" on-site, including a 4000

square foot gallery space within the Virgin Galactic Terminal Hangar Facility. All facilities are intended to blend with the natural environment as much as possible, and are subject to design criteria as outlined in Appendix F. That said, the experience itself will drive the design of the buildings, and everything a visitor encounters, from exhibits to uniforms, and from signage/wayfinding to landscaping, must be seamlessly and consistently branded, and easily updateable. It is expected that the experience will at least incorporate some basic themes around space, regional history, and local cultural and archaeological resources, however, the experience should be high-quality and driven by the interests and expectations of the target market, with primary considerations for encouraging repeat, launch-independent visitation with high customer satisfaction. Most importantly, this leads to a profitable operation and maximizes local economic development. This profitability is essential for the attraction of outside investment, sponsorship and alliances, and the Offeror must present a cogent plan for leveraging the Spaceport America experience and brand in the marketplace. The more successful the Offeror is in both creating partnership and investment opportunities and matching them with sponsors or investors, the more resources will be available to produce a compelling experience.

This RFP has two unpriced options (Phase 2 and 3) for building out the design and maintaining the attractions for a maximum total contract period of four years. Phase 2 and 3 shall be negotiated with successful Offeror at a later date.

D. SCOPE OF PROCUREMENT

The Scope of Procurement shall encompass the Scope of Work as defined in Section I. C., above.

The contract is intended to be a Time and Materials agreement with a NTE of \$.5M for Phase 1, \$7M for Phase 2, and a negotiable amount for Phase 3, and is scheduled to begin on or about July 29, 2011. Phase 1 is 3 months, Phase 2 is 21 months, and Phase 3 is 24 months. Although it is the intention of NMSA to make a single award for this service, NMSA reserves the right to make multiple awards if this is deemed in the best interest of NMSA with NMSA being the sole judge thereof. Note: the State will be seeking private investors so that the NTE may increase, thus allowing an amendment to this contract to provide additional services originally envisioned within this RFP scope.

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:

Belinda Lucero
Procurement Manager
901 E. University Ave Ste. 965L
Las Cruces, NM 88001
575-373-6113
575-373-6120 (fax)
Belinda.lucero@spaceportamerica.com

All deliveries via express carrier should be addressed as follows:

Belinda Lucero
Procurement Manager
901 E. University Ave Ste. 965L
Las Cruces, NM 88001
575-373-6113
575-373-6120 (fax)
Belinda.lucero@spaceportamerica.com

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” means the New Mexico Spaceport Authority

“Close of Business” means 5:00 PM Local Time on the date given.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB 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, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

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

“Department of Information Technology” means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related items.

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

“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.

“NTE” means Not to Exceed.

“Offer” means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

“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.

“Solicited and Awarded” means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

“Solicitations” means ITBs and RFPs.

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

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

G. BACKGROUND INFORMATION

The New Mexico Spaceport Authority is the New Mexico Agency responsible for the development, operation and sustainment of Spaceport America. Spaceport America is currently under construction and about to begin the operational phase. Spaceport America is designed to be the world’s premier commercial space launch facility providing first class service to its customers and delighting and inspiring its visitors. Offerors are encouraged to review additional background material in the Procurement Library, described in Section I. H., below.

H. PROCUREMENT LIBRARY

Offerors are encouraged to review the material available on the Spaceport America website, www.spaceportamerica.com, under the navigation tab series labeled Proposals, Spaceport RFPs, Visitor Experience.

II. 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	5/26/11
2.	Acknowledgement of Receipt	Potential Offerors	6/6/11
3.	Optional Pre-proposal Conference and Site Walk	Agency Potential Offerors	6/9/11
4.	Deadline To Submit Questions	Potential Offerors	6/10/11
5.	Response to Written Questions/RFP Amendments	Agency	6/17/11
6.	Submission of Proposals	Offerors	6/27/11
7.	Proposal Evaluation	Evaluation Committee	6/28/11 – 7/1/11
8.	Selection and Notification of Finalists	Evaluation Committee	7/5/11
9.	Best and Final Offers by Finalists	Finalists Evaluation Committee	7/15/11
10.	Oral Presentations by Finalists	Finalists Evaluation Committee	7/15/11
11.	Finalize Contract	Agency	7/22/11
12.	Contract Award	Agency	7/29/11
13.	Protest Deadline	Offerors	15 days after contract award

This schedule is intended for planning purposes only. Although New Mexico Spaceport Authority will attempt to meet these milestones, progress towards these scheduled events is solely at the discretion of the New Mexico Spaceport Authority.

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 the Agency. Additional copies of the RFP can be obtained from the Spaceport America website at www.spaceportamerica.com, under the navigation tab series labeled Proposals, Spaceport RFPs, Visitor Experience.

2. Acknowledgement of Receipt

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 by close of business on the procurement manager on the date referred to in Sec.II, 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.

3. Optional Pre-proposal Conference and Site-Walk

Potential Offerors may attend an optional meeting in Hatch, NM on the date referred to in Sec. II A, during which Agency representatives will provide an overview of the content of the RFP and be available for questions. An optional bus tour/site walk of the Spaceport facilities will be made available to attendees following the pre-proposal conference for informational purposes only. The pre-proposal conference and bus tour/site-walk are optional for potential Offerors. Only potential Offerors who have indicated their desire to attend the meeting and/or the site-walk on the Acknowledgement of Receipt Form (see Appendix A) will be allowed to attend, with a maximum of three (3) attendees per Offeror. The conference will begin at 0900, and the site-walk bus will depart at 1000 local time in front of the **Hatch Community Center on 837 West Hall Street, Hatch, NM 87937**. Individual cars will not be permitted on the Spaceport.

4. Deadline to Submit Questions

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

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on the date referred to in Sec.II, A., to all potential Offerors whose organization name appears on the procurement distribution list.

6. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **2:00PM** LOCAL TIME on the date referred to in Sec.II, 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 Visitor Experience” 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 submit proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process will take place on the date referred to in Sec.II, A. During this time, the Procurement Manager may, at her 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.

8. Selection and Notification of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors on the date referred to in Sec.II, 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.

9. Best and Final Offers From Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date referred to in Sec.II, A. NO LATER THAN **2:00PM** LOCAL TIME. Best and final offers may be clarified and amended at the finalist Offeror’s oral presentation/demonstration.

10. Oral Presentation/Demonstration by Finalists

Finalist Offerors may be required to present their proposals and respond to Evaluation Committee questions on the date referred to in Sec.II, A. The Agency reserves the right to extend the time at its sole discretion. Finalist Offerors will be limited to duration of presentation of not more than two (2) hours.

11. Finalize Contract

The contract will be finalized with the most advantageous Offeror, taking into consideration the evaluation criteria, on the date referred to in Sec. II, A. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or to cancel the award.

12. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract, the Agency Agent will award the contract on the date referred to in Sec. II, A. This date is subject to change at the discretion of the Agency Agent.

This contract shall be awarded to the Offeror whose proposal is most advantageous to the government, taking into consideration the evaluation factors set forth in the RFP.

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 Local 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 New Mexico Spaceport Authority.

Mike Abernethy
901 E. University Ave., 965L
Las Cruces, NM 88001

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

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

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 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 State Purchasing Agent 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 become the property of the Agency and the State of New Mexico. Two complete copies of all proposals including the Best and Final Offer, if one was submitted, shall be placed into the procurement file.

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 procuring 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 II.B.5, 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 Agency, the version maintained by the Agency 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://insurenwnewmexico.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.

29. Campaign Contribution Form

Offeror must complete and sign the Appendix D, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. (For purposes of this requirement, the applicable elected public officials within the Executive Branch are the current Governor and Lieutenant Governor.)

30. Pay Equity Initiative

“For all contracts solicited on or after July 1, 2010 and before October 1, 2010: If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must agree to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) within thirty (30) calendar days of contract award.

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required reporting form annually within thirty (30) calendar days of the annual contract anniversary date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

“Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

“Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall provide one (1) signed original of the full proposal, four (4) signed color copies of the full proposal, and a CD containing the electronic proposal to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

The proposal shall be limited in format and length. All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section. Length shall be limited to a maximum of fifty (50) numbered pages (printed sheet faces) with text no smaller than 10 point font.

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. All pages shall be numbered except for those specifically excluded from the page count. All foldout sheets, up to a maximum size of 11" x 17," will be counted as two pages and shall be labeled as such. Proposals shall be organized and tabbed in the same order as the sequence indicated.

Material shall follow this sequence and not exceed maximum page count:

- Letter of Transmittal (see Section III. C. 2)
- Tables of Contents page
- Summary of Proposed Approach
- Response to Mandatory Specifications, including Cost Proposal (see Section IV)
- Offeror's Additional Terms and Conditions (see Section II. C. 16)
- Campaign Contribution Disclosure Form (see Appendix D)
- Statement of Concurrence for Pay Equity Initiative (see Section II. C. 30)
- Statement of Concurrence for International Traffic in Arms Regulation (see Section III. C. 5)
- Employee Health Coverage Form (see Appendix E)
- Other Supporting Material

Material excluded from the fifty (50) page maximum count is limited to:

- Front cover
- Divider pages (blank except for title information)
- Back cover
- Letter of Transmittal (two pages maximum)
- Tables of Contents page (one page maximum)
- Campaign Contribution Disclosure Form
- Statement of Concurrence for Pay Equity Initiative

- Statement of Concurrence for International Traffic in Arms Regulation
- Employee Health Coverage Form

Within each section of their proposal, the Offeror should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Other supporting materials may be included by the Offeror to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal (NTE 15 pages).

2. Letter of Transmittal - Each proposal must be accompanied by a letter of transmittal. 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 II, Paragraph C.1;
- Be signed by the person authorized to contractually obligate the organization;
- Acknowledge receipt of any and all amendments to this RFP.

3. Campaign Contribution Disclosure Form

As defined in Section II, C, 29 of this proposal, Offerors must submit a completed Campaign Contribution Disclosure Form as found in Appendix D of this RFP.

4. Pay Equity Initiative

As defined in Section II, C, 30 of this proposal, Offerors must agree to meet the requirement.

A statement of concurrence must be included in Offeror's response to this RFP.

5. International Traffic in Arms Regulation

Offeror must certify that work performed under this contract will comply with the International Traffic in Arms Regulation (ITAR), published 2009 (including amendments) and the Arms Export Control Act (AECA) (particularly USC Title 22 – Foreign Relations. Chapter 39 – Arms Export Control).

A statement of concurrence must be included in Offeror's response to this RFP.

6. Employee Health Coverage Form

As defined in Section II, C, 28 of this proposal, Offerors must submit a completed Employee Health Coverage Form from as found in Appendix E of this RFP.

IV. SPECIFICATIONS

A. INFORMATION

1. Agency Resources

Currently the NMSA is budgeting roughly \$15 million for the design, development, construction, fit-out and marketing of the Spaceport America visitor experience. Example scenario options are provided for review in Appendix G for informational purposes only. Offeror is expected by the end of Phase I to propose one of these options or an alternative to the Agency. This budget is subject to enhancement based on the success of the private investment effort, in which this team will play a central role. The expectation is that initial functional facilities and marketing will be in place to accept public visitors by the time of the first commercial space launch from Spaceport America, currently projected for Q1 2013, even though the contract and work will exceed that deadline.

2. Work Performance

For the purpose of preparing this proposal, Offerors are to assume that on-site work will be performed at Spaceport America, Upham, NM or at one of the Welcome Center locations near Hatch, NM or near Truth or Consequences, NM. Contractor management staff will be expected to attend management meetings upon request of the NMSA Program Manager but in most instances can do so via telecom.

3. Program Manager

NMSA Program Manager will be the Primary Point of Contact for all Technical related items upon execution of the contract. This person will coordinate with NMSA staff to provide the support to the Offeror.

Aaron Prescott
Program Manager
901 E. University Ave Ste. 965L
Las Cruces, NM 88001
575-373-6110
575-373-6120 (fax)
Aaron.Prescott@spaceportamerica.com

B. MANDATORY SPECIFICATIONS

1. Team Background Information (for each major team member)

- 1.1. Company Name
- 1.2. Mailing Address
- 1.3. Phone and Email address
- 1.4. Office locations and number of full-time staff at each, if applicable
- 1.5. Company ownership, date of founding, and structure

- 1.6. Description of relevant services provided by the company
- 1.7. Gross annual billing
- 1.8. Company's culture and key differentiators
- 1.9. Principals' names and titles
- 1.10. Percentage of time Principals will spend on servicing project
- 1.11. Number of people employed by company, and number to be dedicated to support, development, and implementation

Each company or individual defined here shall constitute as a "Major team member" for the purposes of the specifications. (e.g. architect, marketing consultant, etc.)

2. Key Personnel and Relevant Experience

- 2.1. Offeror must include the resume or curriculum vitae with experience narratives of all key members of the proposed team, along with their functions on the team. Resumes should document knowledge and experience relative to the job duties to be performed. Copies of appropriate professional certifications must also be included.
- 2.2. Offeror must describe any previous projects completed by the team in the last five (5) years that are similar in size and complexity to each of the relevant components of the scope of work.
- 2.3. Offeror must include sufficient portfolio examples and/or case studies.

3. Understanding of the Problem

- 3.1. In no more than 500 words, describe the Offeror's preliminary vision for the visitor experience and brand of Spaceport America.
- 3.2. Offeror must identify the most important trends and top players within the Commercial, Civil, or Military Space industry that must be considered when developing a tourism destination at Spaceport America.
- 3.3. Offeror must identify the most important trends and top players within the local New Mexican tourism market that must be considered when developing a tourism destination at Spaceport America.
- 3.4. Offeror must describe any relationships the team has with other key players in the Space industry.
- 3.5. Offeror must describe the three (3) biggest challenges facing the project beyond budget and schedule.
- 3.6. Offeror must list at least three (3) existing venues that are most similar to Spaceport America from a brand and experience perspective.
- 3.7. Offeror must describe one (1) potential exhibit / attraction that the Offeror believes is fitting for Spaceport America.

4. References (for each major team member)

- 4.1. Offeror must include at least three (3) references from clients who have previously received related services from the company. At a minimum, each should include the reference's company name, point-of-contact name, phone number, e-mail address (if available), and a single sentence description of the services provided.

Note: The Offeror is responsible for verifying reference contact information. The Evaluation 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.

5. Approach

- 5.1. Offeror must describe the creative approach and process that the team intends to use for each of the relevant components of the scope of work, including team structure, milestones and estimated schedule.
- 5.2. Offeror must describe the process intended to keep the client involved and informed.
- 5.3. Offeror must describe the methods by which creative concepts are tested and validated for effectiveness at achieving stated objectives.
- 5.4. In no more than 500 words, describe strategies the team will employ to assist in the development of sponsorship/alliance opportunities, prospectuses, and value propositions related to the relevant components of the scope of work.

6. Cost Proposal

- 6.1. Offeror must include a comprehensive list of company fees, including hourly rates for each type of service as applicable (i.e. management, architectural, design, production, administration, engineering, etc.) on the Cost Response Form in Appendix C. Any other costs with rates must also be described with justification. Offeror must also include an overall NTE fee for Phase 1 of the project, with appropriate justification (including hourly rates). Travel rates must comply with state government guidelines and regulations at the time of award.

7. New Mexico Business Inclusion

- 7.1. Offeror must describe the extent to which in-state New Mexico certified businesses (as determined by the New Mexico General Services Department) and/or individuals are incorporated into the proposal team. Please include NM business license numbers and summary scope of work proposed to be completed by each NM business.

8. Oral Presentations

- 8.1. If selected as a finalist, the Offeror shall provide the Evaluation Committee the opportunity to interview the proposed key personnel during an oral presentation at a date, time, and place set by the Procurement Manager.

V. EVALUATION

A. EVALUATION SUMMARY

	FACTORS	POINTS
FACTOR 1	Relevant Experience and Key Personnel	250
FACTOR 2	Understanding the Problem	200
FACTOR 3	References	100
FACTOR 4	Soundness of Approach	200
FACTOR 5	Cost Proposal	150
FACTOR 6	NM Business Inclusion	100
TOTAL		1000

B. EVALUATION FACTORS

Points will be awarded on the basis of the factors listed above and explained below. Up to the maximum number of points listed above will be awarded based on the Offeror's response to the mandatory requirements.

1. Relevant Experience and Key Personnel

Points shall be awarded on the basis of demonstrated relevance of the Offeror's experience and background to the size and scope of the project described herein. Team member experience specifically related to the space industry market and remote attraction development is of particular interest. Major team members must have at least five (5) years experience in their respective fields. Portfolio examples and/or case studies should illustrate the team's experience, breadth and depth of capability, and creativity to handle each of the relevant components of the scope of work.

2. Understanding the Problem

Points shall be awarded on the basis of demonstrated familiarity with Spaceport America, the space industry, the New Mexico tourism market, and ability to find useful precedents elsewhere within the Offeror's own body of work or general knowledge. The Offeror's appreciation, understanding, and elucidation of the central challenges that lie ahead shall be considered, particularly in the context of past experience. Points shall also be awarded on the basis of how well the Offeror demonstrates an understanding of the NMSA vision for the visitor experience.

3. References

Points shall be awarded on the basis of similarity of the referenced business dealings to the scope of this RFP as well as the reference's satisfaction in their dealings with the Offeror. The Evaluation Committee may contact any or all of the references.

4. Soundness of Approach

Points shall be awarded on the basis of the degree to which the proposed approach allows for a creative, exciting and educational product, while still meeting the project objectives and achieving the desired outcomes. The strength of the team's internal and external collaborative processes, team cohesion and arrangement, and the team's philosophy in managing budgetary challenges and ongoing alliances during the creative process will be considered.

5. Cost Proposal

Points shall be awarded on the basis of lowest cost for the work proposed and best return on value to the Government, per the formula on the Cost Response Form in Appendix C. The lowest Offeror cost receives the highest points and all other Offerors will be evaluated in relation to the lowest cost.

6. NM Business Inclusion

Points shall be awarded on the basis of the proportion of scope (both dollar value and significance) of this RFP to be undertaken by any proposed NM-based businesses.

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. 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 II B-8.
3. The Evaluation 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. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. While specific points will not be awarded based on oral presentations, proposal points will be recalculated based on how well the Offeror further elucidated their support of the evaluation factors listed in Section A above. 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 (i.e., any circumstance, experience, fact etc. that results in a score of less than half of the weight for any individual category) 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 E. The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **June 6, 2011**. 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:** _____

Offeror DOES / DOES NOT (circle one) intend to respond to this Request for Proposals.

Offeror will send _____ representatives (insert #) to attend the pre-proposal conference (NTE 3).

Offeror will send _____ representatives (insert #) to attend the tour and site-walk (NTE 3).

(See Section II. B. 3 for details on the Pre-proposal conference and Site-walk)

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

Belinda Lucero
Procurement Manager
New Mexico Spaceport Authority
901 E. University Ave Suite 965L
Las Cruces, NM 88001
575-373-6113 | 575-373-6120 (fax)
Belinda.Lucero@spaceportamerica.com

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:

See Attachment 1.

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

C. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

The Agency shall issue the Contractor a Phase 1 task order, to be developed in the firm fixed price amount of (AMOUNT). Upon receipt of such task order, Contractor shall commence work on Deliverable 1, as defined in Attachment 1, and shall complete work within 90 days of the Contractor's receipt of task order. Upon completion of Deliverable 1, Contractor shall provide a schedule of deliverables and plan for completion of Phase 2. Upon receipt of schedule of deliverables and plan for completion of Phase 2 from Contractor, the Agency shall issue the Contractor a Phase 2 task order at its sole discretion.

The receipt of the deliverables contemplated under this Agreement shall assist the Agency in obtaining its goal(s) as set forth in Attachment 1.

2. Compensation.

A. 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), 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. **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 be performed by Contractor under this Agreement shall equal the amount stated herein. The**

parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. 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**.

(OR CHOICE – MULTI-YEAR)

A. 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.).

B. 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 (Termination), or paragraph 5 (Appropriations). 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.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, 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.

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 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/>.

22. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. 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.

24. 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.

25. 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: [insert name, address and email].

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

26. 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.

By: _____ Date: _____
Agency

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: _____ Date: _____
DFA Contracts Review Bureau

Attachment 1

Scope of Work

Performance Measures

Through satisfactory completion of the Scope of Work set forth below and submission of acceptable Deliverables, the Contractor will assist the Agency to meet the portions of its Strategic Plan set forth below:

STRATEGIC PLAN

The Spaceport Authority mission is to plan, develop and operate the first purpose-built, commercial spaceport and reap the corresponding economic benefits for New Mexico. The Authority is responsible for actively promoting and assisting public and private sector infrastructure development to attract new industries to create new job opportunities in the state. The Agency is mandated to design, finance, construct, equip and operate spaceport facilities necessary to ensure the timely, planned and efficient development of a southwest regional spaceport (Spaceport America) and to promote and develop regional spaceport-related tourism. The Visitor Experience at Spaceport America is essential to local spaceport-related tourism development and it will encourage the flow of public visitors and their respective economic impact to the region. The Contractor is expected to work to assist the Agency in the fulfillment of these goals through the services identified in this contract.

Goal

The goal of the Spaceport America Visitor Experience Development Contractor will be to safely and effectively deliver the required services to NMSA which allow Spaceport America to achieve it's primary Vision and Mission.

Personnel

Contractor shall provide a workforce possessing the skills, knowledge and training to perform the services required under the contract. Contractor shall not employ any employee of the State of New Mexico if such employment would create a real or apparent conflict of interest.

Disclosure of Information

Contractor may be required to access data and information proprietary to another Government or State agency, another Government or State contractor, or of such a nature that its dissemination or use other than as specified would be adverse to our interest. Neither Contractor nor Contractor's employees, nor subcontractor nor subcontractor's employees shall divulge or release data or information developed or obtained under this contract except to authorized Government or State personnel or upon written approval of the Agency. Contractor shall not use, disclose or reproduce proprietary data bears a restrictive legend. Contractor shall obtain written permission of the originator prior to releasing any information marked as proprietary information. Contractor and Contractor's employees are liable for any improper release.

General Management

The selected contractor shall fully understand and support the goals as defined above. Contractor shall provide appropriate staffing to ensure the objectives stated in the Scope of Work are met. Work performed under this contract shall comply with the International Traffic in Arms Regulation (ITAR), published 2009 (including amendments) and the Arms Export Control Act (AECA) (particularly USC Title 22 – Foreign Relations. Chapter 39 – Arms Export Control).

Scope of Work

The selected contractor shall provide all labor, supervision, management, supplies and consumables, materials, tools and equipment required to perform Spaceport America Visitor Experience Development services for NMSA.

The work shall include, but is not limited to, the following: spaceport branding identity and strategy planning, website redesign, messaging development, market profiling, demand modeling, business/financial trade studies and plans, pricing and budgeting, overall visitor planning/programming, detailed experience design, creative concept validation, exhibit and attraction fabrication/acquisition/installation, architectural/engineering design and construction level documents, construction administration, and robust private sponsorship/alliance development.

It is anticipated that activities and deliverables identified below shall be performed under this contract. All deliverables are subject to review and approval by the Agency.

Phase 1 deliverables are as follows:

Phase 1 has one deliverable, to be completed within 90 days of Contractor's receipt of task order. The deliverable shall take the form of a Final Report including items 1.1, 1.2, 1.3, and 1.4, below along with a presentation in person to the NMSA Program Manager. The Contractor will provide five (5) copies of the Final Report, as well as an electronic presentation summarizing the Final Report and an electronic file version of the Final Report on CD. All deliverables are subject to review and approval by the Agency.

1.1. Tasks (Business Developer)

- 1.1.1. Detailed reports on visitor profiling, demand forecasting, pricing strategy, and economic impact
- 1.1.2. Business plan/feasibility study with pro-forma financial analysis and budget
- 1.1.3. Alliance and sponsorship plan

1.2. Tasks (Branding/Marketing)

- 1.2.1. Brand assessment report
- 1.2.2. Spaceport America identity (i.e. logo, icon, avatar, and trademark) standards manual
- 1.2.3. Brand strategy plan
- 1.2.4. High level marketing plan
- 1.2.5. Messaging strategy and schedule plan
- 1.2.6. Design templates for all communications and brand expressions

1.3. Tasks (Innovator)

- 1.3.1. Experience Charrette & Charrette report

- 1.3.2. Experience Master Plan / Story plan
- 1.3.3. Programming report for all visitor-related facilities and venues
- 1.3.4. Conceptual design documentation, reviews, schedule and budget forecasts
- 1.3.5. Phased development plan

1.4. Tasks (Architect/Engineer)

- 1.4.1. Spaceport site master plan and land use plan
- 1.4.2. Conceptual architectural/engineering design

Phase 2 anticipated deliverables are as follows, with due dates to be established by the completion of Phase 1. All deliverables are subject to review and approval by the Agency.

1. Business Developer

- 1.1. Final reports on visitor profiling, demand forecasting, pricing strategy, and economic impact
- 1.2. Brand identity and creative concept market testing/validation assessments
- 1.3. Executed Spaceport America alliance/sponsorship agreements

2. Branding/Marketing

- 2.1. Promotional brochure & collateral materials
- 2.2. Redeveloped Spaceport America website

3. Innovator

- 3.1. Schematic and Detail design documentation, reviews, schedule and budget forecasts
- 3.2. Mockups, models, boards, video or other media for presentation of key elements, finishes, exhibits
- 3.3. Attraction production, acquisition, and installation plan
- 3.4. Installed and tested exhibits and attraction elements
- 3.5. Trained operations and maintenance staff on all exhibits and attractions
- 3.6. Warranty support
- 3.7. Final technical documentation, manuals and as-built drawings

4. Architect/Engineer

- 4.1. Design drawings for Schematic, Detail, and Construction milestones
- 4.2. Design reviews for Schematic, Detail, and Construction milestones
- 4.3. Construction documents and specifications for all facilities
- 4.4. Review and response to all construction activity submittals, change-orders, RFIs and field inspections
- 4.5. LEED certified and commissioned facilities
- 4.6. As-built drawings

Phase 3 anticipated deliverables are as follows, with due dates to be established as necessary by the completion of Phase 2. All deliverables are subject to review and approval by the Agency.

1. Business Developer

- 1.1. Reports on ongoing brand messaging and creative concept market testing/validation
- 1.2. Reports on ongoing visitor research, analysis and monitoring
- 1.3. Executed Spaceport America alliance/sponsorship agreements

2. Branding/Marketing

- 2.1. Promotional brochure & collateral materials
- 2.2. Website maintenance

3. Innovator

- 3.1. Similar to Phase 2
- 3.2. Maintenance/refresh of exhibits

4. Architect/Engineer

- 4.1. Similar to Phase 2

EXHIBIT A

TERMS AND CONDITIONS STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the New Mexico Spaceport Authority (NMSA) and forever thereafter, to keep confidential all information and material provided by NMSA or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to any client, vendor, or other party transacting business with NMSA, and not to release, use or disclose the same except with the prior written permission of NMSA. This obligation shall survive the termination or cancellation of the Contract between Contractor and NMSA or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to NMSA, a client or customer of NMSA, or to the owner of such information, inadequately compensable in damages and that, accordingly, NMSA or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

(Signature)

(Title)

(Date)

APPENDIX C

COST RESPONSE FORM

The Offeror shall provide all costs and assumptions including hourly rate of proposed personnel, materials, equipment, office lease and travel rates as applicable. Note the amount of travel is negotiable but the rate will be at the current government per diem rates.

The Offeror shall provide a total cost for Phase 1 as proposed with supporting hourly rates. Phase 2 and 3 are unpriced options that are to be negotiated later. Proposed estimates of what can be accomplished within the NTE should also be provided.

Hourly rates (in \$USD) for services:

If additional or alternative categories are used, please explain fully, attaching additional sheets if necessary.

Executive	\$ _____
Marketing	\$ _____
Creative	\$ _____
Production	\$ _____
Engineering	\$ _____
Technical Programming	\$ _____
Architectural	\$ _____
Development	\$ _____
Administration/Accounting	\$ _____
Other _____	\$ _____
BLENDED TOTAL:	\$ _____

Costs will be evaluated according to the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Responsive Hourly Cost}}{\text{This Offeror's Cost}} \times \frac{\text{Lowest Responsive Phase 1 Cost}}{\text{This Offeror's Cost}} \times \text{Maximum Points}$$

APPENDIX D

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 E

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://insurenwnewmexico.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 F

DESIGN CRITERIA

The design of the facilities shall consider, to the extent practicable, the criteria developed during the collaborative input process created during the EIS compliance process, through which the primary site infrastructure were developed, which include:

1. Design criteria
 - a. Low-profile design
 - b. Sloped elevations to break up sight lines
 - c. Use of non-reflective materials on surfaces
 - d. Natural berms to mask the visual imposition of a structure
 - e. Use of natural colors to blend structures into the surroundings to the extent practicable
 - f. Strategic use of texture, height, distance, and orientation in design and siting to minimize visual impairment of setting
 - g. Use of vegetation to blend structures into the surroundings
 - h. Following natural contours to minimize the contrast of topographic relief
 - i. Burying components underground, where appropriate
 - j. Use of lighting products and designs that are consistent with the standards of the International Dark-Sky Association (IDA, 2002) and the New Mexico Night Sky Protection Act.

APPENDIX G

EXAMPLE SCENARIOS

OPTION 1 - \$15M

Business Development
One Welcome Center (off-site) with minimal exhibits / activities
Visitors Center (on-site) with minimal exhibits / activities
4000 sq ft in Terminal Hangar Facility with exhibits / activities
Guard Station / Entrance
Signage / Wayfinding (off-site and on-site)
Hospitality

OPTION 2 - \$15M

Business Development
One Welcome Center (off-site) with parking/bus loading and restrooms only
Note: construction drawings for Welcome Center included – private investor opportunity
Visitors Center (on-site) with robust exhibits / activities
4000 sq ft in Terminal Hangar Facility with exhibits / activities
Guard Station / Entrance
Signage / Wayfinding (off-site and on-site)
Hospitality

OPTION 3 - \$15M

Business Development
Two Welcome Centers (off-site) with robust exhibits / activities
No Visitors' Center (on-site)
Note: construction drawings for Visitors Center included – private investor opportunity
4000 sq ft in Terminal Hangar Facility with exhibits / activities
Guard Station / Entrance
Signage / Wayfinding (off-site and on-site)
Hospitality

OTHER OPTIONS?

Assumptions: Eating venues, Hospitality, Gift shop, some Exhibits / Activities may be provided by private investors in a revenue share / concessions agreement

Note: Funding reserved for this RFP is \$7.5M