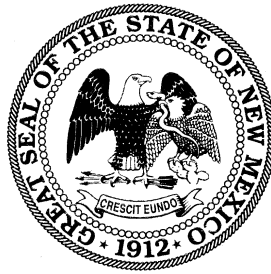


STATE OF NEW MEXICO
NEW MEXICO SPACEPORT AUTHORITY



REQUEST FOR PROPOSALS
RFP# 12-495-00-00289
FY2012-2013

Southern Road Environmental Analysis

Issue Date: January 20, 2012

TABLE OF CONTENTS

I. INTRODUCTION	3
A. <u>PURPOSE OF THIS REQUEST FOR PROPOSALS</u>	3
B. <u>VISION</u>	3
C. <u>SUMMARY SCOPE OF WORK</u>	3
D. <u>SCOPE OF PROCUREMENT</u>	3
E. <u>PROCUREMENT MANAGER</u>	3
F. <u>DEFINITION OF TERMINOLOGY</u>	4
II. CONDITIONS GOVERNING THE PROCUREMENT	7
A. <u>SEQUENCE OF EVENTS</u>	7
B. <u>EXPLANATION OF EVENTS</u>	7
III. RESPONSE FORMAT AND ORGANIZATION	16
A. <u>NUMBER OF RESPONSES</u>	16
B. <u>NUMBER OF COPIES</u>	16
C. <u>PROPOSAL FORMAT</u>	16
1. <i>Proposal Organization</i>	16
2. <i>Letter of Transmittal</i>	17
IV. SPECIFICATIONS	18
A. <u>INFORMATION</u>	18
B. <u>MANDATORY SPECIFICATIONS</u>	18
V. EVALUATION	20
A. <u>EVALUATION SUMMARY</u>	20
B. <u>EVALUATION FACTORS</u>	20
C. <u>EVALUATION PROCESS</u>	21
APPENDIX A - REQUEST FOR PROPOSALS ACKNOWLEDGEMENT OF RECEIPT FORM	23
APPENDIX B - AGREEMENT TO TERMS AND CONDITIONS (EXAMPLE CONTRACT)	24
APPENDIX C - COST RESPONSE FORM	32
APPENDIX D - CAMPAIGN CONTRIBUTION DISCLOSURE FORM	33
APPENDIX E - NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM	36
APPENDIX F – STATEMENT OF CONFIDENTIALITY	37
ATTACHMENT A – SCOPE OF WORK	38
1. PERFORMANCE MEASURES	38
2. BACKGROUND	38
2.1 <i>Environmental Compliance Roles</i>	38
2.2 <i>Description of Proposed Southern Road Project</i>	38
3. ENVIRONMENTAL SERVICES REQUIRED	39
3.1 <i>EA and FONSI</i>	40
3.2 <i>Public Scoping Meeting</i>	41
3.3 <i>Cultural Resource Investigations and Support</i>	41
3.4 <i>Biological Investigations and Support</i>	42
3.5 <i>Section 404 Permitting</i>	42
DELIVERABLES	42

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals is to issue a Southern Road Environmental Analysis contract for New Mexico Spaceport Authority (Agency) to support environmental analysis of the Southern Road project leading from the Interstate 25 Upham exit to Spaceport America. This contract will facilitate the completion of the Southern Road.

B. VISION

The vision of Spaceport America 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.

C. SUMMARY SCOPE OF WORK

The scope of work shall consist of the performance of activities associated with the Southern Road Environmental Analysis along a 23.4 mile stretch of road from I-25 exit 32 to Spaceport America in Upham, New Mexico. The road is located on Bureau of Land Management-administered lands (14.5 miles), State Trust Land (8.2 miles), and private land (0.7 miles). This contract includes all labor and materials required to provide environmental compliance, services, and analyses, including: prepare an Environmental Assessment (EA) and Finding of No Significant Impact (FONSI); conduct a public scoping meeting; conduct specified cultural resource investigations and prepare associated documentation; assist with Section 106 consultation for the project; conduct specified biological resource investigations and prepare associated documentation; assist with Section 7 consultation for the project; and prepare documentation and assist with Section 404 permitting.

The detailed scope of work is in Attachment A.

D. SCOPE OF PROCUREMENT

The contract is intended to be a Time and Materials (T&M) contract and is scheduled to begin on or about March 30, 2012, and ending on December 31, 2013. The contract may be extended for up to two years. In no circumstance shall this contract extend beyond a term of four years. 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. The State will reserve the right to make an award upon the basis of the technical and price proposals without discussions. Based on the importance of this project, the State deems it to be in its best interest to consider award to other than the lowest priced offeror. The projected level of effort is one point five (1.5) Full Time Equivalent.

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 and all deliveries via express carrier should be addressed the same:

Belinda Lucero
Procurement Manager
901 E. University Ave, Ste. 965L
Las Cruces, NM 88001
Phone: 575-373-6113
Fax: 575-373-6120
E-mail: belinda.lucero@spaceportamerica.com

Any inquiries or requests 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, acronyms, and references that are used throughout this procurement document, including appropriate abbreviations.

“**Agency**” means the New Mexico Spaceport Authority.

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

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction derived from an 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 Department of Finance and Administration for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive 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.

“**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 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.

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	1/20/2012
2.	Acknowledgement of Receipt Due	Potential Offerors	1/27/2012
3.	Deadline To Submit Questions	Potential Offerors	1/30/2012
4.	Response to Written Questions/RFP Amendments	Agency	2/1/2012
5.	Submission of Proposal	Offerors	2/17/2012
6.	Proposal Evaluation	Evaluation Committee	2/22/2012
7.	Selection of Finalists	Evaluation Committee	2/24/2012
8.	Oral Presentation	Offerors	2/28/2012
9.	Revised Offers from Finalists	Offerors	3/6/2012
10.	Finalize Contract	Agency & Offeror	3/9/2012
11.	Contract Award	Department of Finance & Administration	3/30/2012
12.	Protest Deadline	Offerors	15 Days after Contract Award

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

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.

2. **Distribution List Response**

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

4. 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.

5. 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 "Southern Road Environmental Analysis" Request for Proposals. Proposals submitted by facsimile will not be accepted.

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

6. 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.

7. Selection 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.

8. Oral Presentation 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.

9. Revised Offers from Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining revised offers after the oral presentations on the date referred to in Sec. II, A. **NO LATER THAN 2:00PM LOCAL TIME.**

10. Finalize Contract

The contract will be finalized with the most advantageous offeror 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.

11. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract, the Agency 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.

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

12. 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 approval by the DFA and will end as of 5:00 PM Local Time 15 days after the contract approval. 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 Agency.

Wade Jackson
New Mexico Spaceport Authority
901 E. University Ave., Suite 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, collate, 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 revised 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 and 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 changed 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 revised 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 ensure 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 NMSA, the version maintained by the NMSA shall govern.

28. New Mexico Employees Health Coverage

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

29. Campaign Contribution Form

Offeror must complete and sign Appendix E, 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 3 signed originals of their technical proposal (section 1), 3 signed originals of the cost proposal (section 2), 3 originals of supporting documentation (section 3) and 1 CD of all three sections to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

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

1. Proposal Organization

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

Section #1 Technical (NTE 30 pages)

- a) Letter of Transmittal
- b) Table of Contents
- c) Response to Requirements Understanding / Statement of Work
- d) Response to Terms and Conditions
- e) Offeror's Additional Terms and Conditions
- f) Campaign Contribution Form
- g) Statement of Concurrence for Pay Equity Initiative
- h) New Mexico Health Coverage Form

Section #2 Cost Response Form (NTE 10 pages)

Section #3 Supporting Documentation (NTE 30 pages)

Within each section of their proposal, offerors 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.

All discussion of proposed costs, rates, or expenses must occur only in Section 2 with the Cost Response Form.

Section 3 supporting documentation may be included by offerors to provide the evaluation committee with additional information on 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.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. 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;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f. Be signed by the person authorized to contractually obligate the organization; and
- g. Acknowledge receipt of any and all amendments to this RFP.

IV. SPECIFICATIONS

A. INFORMATION

1. Agency Resources

In preparing proposals, Offerors may assume that the Agency will not provide any resources.

Agency Operations Manager is primary Point of Contact.

2. Work Performance

Offerors are to assume that work will be performed in the project area along the Southern Road. Offeror will be expected to attend meetings at state offices upon request of the Agency.

B. MANDATORY SPECIFICATIONS

1. Requirements Understanding

See Evaluation Section 1.

2. Experience and Capabilities

See Evaluation Section 2.

3. Proposal Quality

See Evaluation Section 3.

4. Use of New Mexico Businesses

See Evaluation Section 4.

5. Cost Proposal

See Evaluation Section 5.

6. Campaign Contribution Form

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

7. 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 Offerors response to this RFP.

8. New Mexico 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.

9. Oral Presentation (Optional)

If selected as a finalist, the offeror may be asked to provide the Evaluation Committee the opportunity to interview the proposed personnel during an oral presentation at a date, time, and place set by the Procurement Manager.

10. Revised Offers (Optional)

The finalist(s) may be asked that a revised offer be submitted to the Agency in writing.

V. EVALUATION

A. EVALUATION SUMMARY

FACTOR	POINTS AVAILABLE
1. Requirements Understanding	350
- EA/FONSI	70
- Public Scoping Meeting	40
- Viewshed Impact Study	70
- Archaeological Investigation	40
- Biological Investigation	40
- Section 404 Permitting	70
- Project Management Approach	20
2. Experience and Capabilities	350
- EA/FONSI	70
- Public Scoping Meeting	40
- Viewshed Impact Study	70
- Archaeological Investigation	40
- Biological Investigation	40
- Section 404 Permitting	70
- Project Management	20
3. Proposal Quality	50
4. Use of New Mexico Businesses	50
5. Cost	200
TOTAL	1000

B. EVALUATION FACTORS

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

1. Requirements Understanding

- Demonstrate and explain how the scope of work tasks will be accomplished;
- Demonstrate reliability in customer support;
- Demonstrate ability to control projects with multiple ongoing tasks;
- Demonstrate familiarity with agency requirements and procedures that will apply to the project for BLM and other project-relevant regulatory and jurisdictional agencies, and how you will ensure compliance;
- Demonstrate familiarity with likely environmental issues; and
- Discuss your project management approach and its use to keep control of schedule and budget for this project.

2. Experience and Capabilities

- Demonstrate past performance in areas applicable to this contract;
- Provide a maximum of four (4) project descriptions for projects conducted in the past five (5) years that show experience relevant to this contract's scope of work, involved agencies, region of work, proposed project, and environmental issues;
- Designate who will be the Project Manager and primary contact, who will be performing the analyses

for each resource area, and who will lead each investigation/study/permitting task. Changes to personnel will only be allowed in consultation with the Agency; and

- Provide a resume documenting the knowledge and experience of each designated individual, demonstrating their experience in conducting the roles/analyses/tasks assigned to them. Experience should be limited to the past five (5) years. All experience described must clearly identify dates of participation. Resumes should focus on experience relevant to this contract's scope of work, involved agencies, region of work, proposed project, and environmental issues. Offeror must show all required Federal and State permits necessary to perform the work.

3. Proposal Quality

- Document organization and layout;
- Quality and appropriate use of graphics; and
- Technical and grammatical correctness.

4. Use of New Mexico Businesses

- Indicate the work to be performed by New Mexico firms, and by New Mexico-based employees, on this project.

5. Cost

- Provide a detailed budget broken down to address labor (by person/rate/hours/costs), travel (detail units and costs), and other direct costs (e.g., supplies, equipment) for each of the following tasks:
 - Project Management/Administration;
 - EA/FONSI;
 - Public Scoping Meeting;
 - Viewshed Impact Study;
 - Archaeological Investigation;
 - Section 106 Consultation;
 - Biological Investigation and Consultation with USFWS; and
 - Section 404 Permitting.

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 offeror's who are asked or choose to submit revised proposals for the purpose of obtaining revised 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 (#12-495-00-00289) the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment A.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on *January 27, 2012*. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued.

FIRM: _____

REPRESENTED BY: _____

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

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

ADDRESS: _____

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

SIGNATURE: _____ **DATE:** _____

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

Firm DOES intend to respond to this Request for Proposal.

APPENDIX B - AGREEMENT TO TERMS AND CONDITIONS (Example Contract)

STATE OF NEW MEXICO

New Mexico Spaceport Authority
PROFESSIONAL SERVICES CONTRACT # _____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

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

C. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1.

2.

The receipt of the deliverables contemplated under this Agreement shall assist the Agency in obtaining its goal(s) as set forth in its Strategic Plan on page(s)_____.

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 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 consist of a one (1) year contract from the date of award 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 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 Audits.

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://insurenwemexico.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. Notice.

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: 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

To the Contractor: Name
 Address
 E-mail

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: _____
Christine Anderson
Executive Director
New Mexico Spaceport Authority

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

APPENDIX C - COST RESPONSE FORM

The cost proposal shall address the following:

Hourly rates

Travel rates

Proposed billing schedule

Labor table for all personnel

Materials cost if any

Total proposed estimated cost

Work will performed in the offeror's office and on site at the project area.

Travel rates should be at the New Mexico government per diem rates.

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://insurenemexico.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 – STATEMENT OF CONFIDENTIALITY

**NEW MEXICO SPACEPORT AUTHORITY SOUTHERN ROAD ENVIRONMENTAL ANALYSIS CONTRACT
STATEMENT OF CONFIDENTIALITY**

The undersigned employee of _____, 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)

ATTACHMENT A – SCOPE OF WORK

1. Performance Measures

- Timeliness and quality of the technical deliverables
- Timely filing of required financial reports
- Management of budget and schedule
- Responsiveness to and communication with New Mexico Spaceport Authority (NMSA)

2. Background

Dona Ana County and Sierra County have filed applications with the Bureau of Land Management, Las Cruces District Office (BLM) for granting of right-of-way (ROW) to conduct road improvements for the Southern Road project. Dona Ana County project engineer, is preparing full design for the road project, and will contract and oversee construction of the project. Dona Ana County and Sierra County will each retain ownership of their jurisdictional portions of the road and as such, will remain responsible for maintenance of the road. The NMSA is supporting the County by providing expertise and funding for the environmental compliance, engineering and design, and construction of the project. NMSA will be the contracting agency for the selected environmental consultant, and will provide all direction to the consultant. The contractor shall show all necessary Federal and State permits required to perform this work.

2.1 Environmental Compliance Roles

BLM is responsible for issuance of a grant on BLM federally-managed lands by authority of the Federal Land Policy Management Act (FLPMA). BLM is the lead federal land managing agency for the EA as well as for consultations and coordination required to comply with Section 106 of the National Historic Preservation Act (Section 106) and Section 7 of the Endangered Species Act (Section 7). The BLM state office involved is the Las Cruces District Office. The BLM has determined that an Environmental Assessment (EA) should be prepared to analyze the proposed project. In accordance with BLM NEPA Handbook H-1790-1 (2008), the Applicant (in this case, NMSA for the Counties) will prepare the EA. The BLM will determine the adequacy of the NEPA documents prepared by the Applicant and the BLM will assume ultimate responsibility for assuring compliance with the requirements of NEPA, including consultations required by Section 7 of the Endangered Species Act, Section 106 of the National Historic Preservation Act of 1966, and Section 404 of the Clean Water Act.

Other agency stakeholders anticipated to be involved, due to jurisdiction or regulatory authority, include *at a minimum*: New Mexico State Land Office, NM State Historic Preservation Officer, NM Department of Game and Fish, U.S. Fish and Wildlife Service, and U.S. Army Corps of Engineers.

2.2 Description of Proposed Southern Road Project

The proposed Southern Road will be constructed on the current alignments of Dona Ana County Roads E-071, E-072 and E-070, and Sierra County Road A-013. The northern terminus is in Sierra County at the intersection of A-013 and Sierra County Road A-039, the entrance to Spaceport America. The southern terminus is at the NMDOT right-of-way at the Upham exit (Exit 32) from Interstate 25. The total length is approximately 23.4 miles, with 8.6 miles in Dona Ana County and 14.8 miles in Sierra County. The project is located on various land jurisdictions: BLM, NM State Land Office, and private.

The existing road is currently unpaved, with periodic blading performed by the Counties when needed. The improved road will be constructed for all-weather/year-round use, and will have two chip-sealed 12-foot driving lanes, with 4-foot unpaved shoulders, and appropriate drainage on each side. The horizontal alignment will remain the same for the most part, with changes in certain areas to improve curvature for safety, improve drainage and erosion, and avoid trespass onto BN&SF railroad ROW. The vertical alignment will also follow the existing, using low-water crossings with concrete protection. The drainages at Rincon Arroyo and Yost Draw will also include vertical cut-and-fill to allow for large vehicles to pass and to control erosion.

To complete the proposed project, the Counties are requesting an 80-foot temporary construction ROW during construction of the road. Temporary construction use is also requested for seven 2-acre staging areas along the route. There are also slightly wider temporary ROWs requested in areas where the horizontal alignment will change slightly to allow for improved curvature for safety. A 60-foot permanent ROW along the road is requested in perpetuity to allow for maintenance and minor improvements. Additional permanent ROW is also requested at Yost Draw and at Rincon Arroyo. Project analysis will also address an alternative route to the east of the existing road for a portion (approximately 2 miles) of the road at the Rincon Arroyo.

3. Environmental Services Required

The contractor shall conduct environmental investigations, prepare documentation, and otherwise support NMSA with required environmental compliance. All work shall be conducted in compliance with the National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. sec. 4321, et seq.), the Council on Environmental Quality's (CEQ) NEPA regulations (40 CFR Parts 1500-1508), Federal Land Policy and Management Act (FLPMA; 43 U.S.C. 1711-1712), BLM NEPA Handbook H-1790-1 (2008), Section 7 of the Endangered Species Act, Section 106 of the National Historic Preservation Act, Section 404 of the Clean Water Act, and other applicable guidelines and regulations. The contractor shall utilize an interdisciplinary team of qualified environmental, cultural resource, and natural resource specialists to conduct the work.

The following are services to be provided by the contractor. All work will be conducted under direction from NMSA. More information on each is provided below:

- Conduct environmental analyses and prepare the EA and Finding of No Significant Impact (FONSI)
- Conduct a minimum of one public scoping meeting
- Conduct specified cultural resource investigations, prepare associated documentation, and assist with Section 106 consultation
- Conduct specified biological resource investigations, prepare associated documentation, and assist with Section 7 consultation
- Prepare documentation and assist with Section 404 permitting

All deliverables shall be submitted to NMSA. All deliverables shall be complete, shall contain appropriate graphics, and shall undergo a technical edit and quality assurance check by the contractor prior to being submitted. Submittal of deliverables that are incomplete, as determined by the NMSA and BLM, will result in rejection of the deliverable and the contractor will be required to submit a completed document.

Submittal of deliverables that are considered to be complete will be reviewed and comments provided to the contractor. All deliverables will be reviewed by NMSA, the County, and BLM. Certain deliverables will be reviewed by regulatory agencies and consulting parties. Comments will be provided using a comment/response table. For all reviewed deliverables, the contractor shall address all comments received by filling in the

response portion of the comment/response tables, and if applicable, making associated changes to the environmental document. The contractor shall be responsible for ensuring all comments have been addressed satisfactorily. Review comments may result in changes to details of the design concept and scope of the proposed action and/or alternative, or the addition of project commitments to mitigate adverse impacts. The contractor shall be responsible for preparing final deliverables that meet the review and approval of NMSA, the County, BLM, and associated jurisdictional or regulatory authorities.

The contractor shall attend meetings to facilitate development of the EA and other deliverables. The contractor shall prepare draft meeting minutes for the group within 5 days, and prepare final meeting minutes within 5 days of receipt of all review comments. For purposes of budgeting, the contractor should expect to attend a minimum of four (4) technical meetings in Las Cruces. The contractor should also expect to communicate regularly and frequently with NMSA's Environmental Program Manager and BLM project manager, either through email, telephone, or meetings in Albuquerque or Las Cruces.

The contractor shall collect all NEPA-related documents, dates, records, transactions, and correspondence for incorporation into the Administrative Record throughout the process. The contractor will prepare the Administrative Record and provide one electronic and two complete hard copies (single-sided) of the Administrative Record. Contractor and BLM will be able to retrieve and prepare reports from the automated administrative record for civil administrative appeals and other federal court actions, if necessary.

The contractor shall prepare a schedule for the proposed project, and shall maintain the schedule throughout the project. The project is anticipated to start in April 2012, with public review of the Final EA in September 2012.

3.1 EA and FONSI

The contractor shall prepare a complete EA, which shall have a comprehensive discussion of the proposed action, purpose and need, alternatives as appropriate, environmental investigations, assessment of impacts, agency and public involvement activities and materials, and appropriate mitigation as necessary. The EA shall meet the format, standards, and guidelines promulgated by the BLM. Review comments, changes to the proposed action, project commitments, information pertaining to the public and agency review process, and other project-related information (i.e., the administrative record) shall be submitted by the contractor for use in determining whether or not the proposed action will be authorized (i.e., issuance of a FONSI and decision document). The contractor may be required to prepare a draft FONSI for use by the BLM.

In the EA analysis, the contractor shall address and distinguish the types (beneficial, adverse, direct, indirect, cumulative), duration (short term, long term, permanent), and significance or intensity (negligible, minor, moderate, severe) of impacts to the various resource areas. The resource areas/issues anticipated to be addressed include:

- Land Use
- Traffic and Transportation
- Noise
- Visual Resources (including a visual analysis/contrast rating analysis conducted in accordance with BLM guidance)
- Cultural Resources
- Air Quality
- Water Resources
- Geology, Soils, and Mineral Resources

- Biological Resources
- Human Health and Safety
- Socioeconomics
- Environmental Justice

3.2 Public Scoping Meeting

The contractor shall assist with a minimum of one public scoping meeting, anticipated to be conducted in a town hall format. The meeting location shall be provided by the agencies and will likely be located in Las Cruces. The contractor shall prepare a meeting notice and place the notice in two newspapers; prepare meeting materials (signage, handouts, exhibits, displays); and participate in the meeting. The contractor shall develop a mailing/contact list for the project and shall maintain the list throughout the project. The EA shall include an appendix that describes the meeting, and includes the meeting notice, meeting materials, summary of public comments received and issues raised, and describes the location in the EA where these are addressed.

3.3 Cultural Resource Investigations and Support

NMSA has already conducted archaeological survey of the proposed road ROW, and will provide that information to the contractor for use in completing work for the project. However, the contractor shall provide additional cultural resources investigations and support as described below. All cultural resources work shall be conducted by qualified (permitted) and experienced personnel.

3.3.1 The contractor shall conduct a viewshed impact study for potential impacts to El Camino Real de Tierra Adentro and associated cultural resources in the BLM-designated Visual Resource Management area surrounding it. The study will be documented in a report that will be reviewed by agencies and consulting parties through the Section 106 consultation process. The review, comment, response, and revision process will be the same as for the EA. The report will additionally undergo review by the consulting parties and the State Historic Preservation Officer.

3.3.2 The contractor shall conduct archaeological investigation for locations to be developed as aggregate sources with associated access. The locations are not currently known, but are anticipated to be located along the road route. Land jurisdiction will be either BLM or NM State Land Office. For purposes of budgeting, the contractor should assume there will be two separate locations that will require archaeological survey, for a total of 100 acres of survey. The investigation will be documented in a report that will be reviewed by agencies and consulting parties through the Section 106 consultation process. The review, comment, response, and revision process will be the same as for the EA. The report will additionally undergo review by the consulting parties and the State Historic Preservation Officer.

3.3.3 The Section 106 consultation process is anticipated to be robust, with extensive involvement of consulting parties. The contractor shall support the Section 106 process at the direction of NMSA. Support shall include preparation of maps and handouts for the consulting party group; attendance and participation in Section 106 teleconferences, meetings, and field trips; preparation of draft meeting minutes for the group within 5 days; and preparation of final meeting minutes within 5 days of receipt of all comments. For purposes of budgeting, the contractor should assume there will be four in-person meetings in the Las Cruces area. The BLM will be responsible for the Native American consultation activities associated with the project.

3.4 Biological Investigations and Support

NMSA has already conducted biological survey of the proposed road ROW, and will provide that information to the contractor for use in completing work for the project. However, the contractor shall provide additional biological resources investigations and support as described below. All biological work shall be conducted by qualified and experienced personnel.

The contractor shall conduct biological survey of locations to be developed as aggregate sources with associated access. The locations are not currently known, but are anticipated to be located along the road route. Land jurisdiction will be either BLM or NM State Land Office. For purposes of budgeting, the Consultant should assume there will be two separate locations that will require biological survey, for a total of 100 acres of survey. The investigation shall be documented in a report that will be reviewed by agencies through the initial Section 7 consultation process. The review, comment, response, and revision process will be the same as for the EA. The report will additionally undergo review by the U.S. Fish and Wildlife Service (USFWS).

The contractor will assist with the initial consultation with the USFWS. It is currently anticipated that no listed species will be affected by the proposed project, there will not be a need for detailed consultation with the USFWS, and no biological assessment and evaluation for Endangered Species Act compliance will be needed.

3.5 Section 404 Permitting

The contractor shall support NMSA and the County in obtaining a Section 404 permit for the project. This support shall include, as needed, preparation of draft correspondence, field studies and analyses required for application (if needed); preparation of the application; participation in teleconferences, meetings, and field visits with agency representatives; preparation of draft meeting minutes for the group within 5 days; preparation of final meeting minutes within 5 days of receipt of all comments; and consultation with County engineers to incorporate commitments into design. The review, comment, response, and revision process will be the same as for the EA. The application will additionally undergo review by the U.S. Army Corps of Engineers.

Deliverables

Deliverables shall include:

- A monthly invoice and report of progress documenting work performed and amount billed;
- Project schedule via electronic mail;
- Draft and final meeting and teleconference minutes via electronic mail;
- Public scoping meeting notice and materials and mailing list;
- A detailed outline of the EA for agency review and comment and deliver the outline via electronic mail;
- A first draft EA for agency review and comment (fifteen (15) hard copies and three (3) electronic copies on CD);
- Address comments received and submit a second draft EA and the completed comment/response table for agency review and comment (fifteen (15) hard copies and three (3) electronic copies on CD, and one (1) electronic copy of the table);
- Address comments received and submit a final EA and the completed comment/response table

(fifteen (15) hard copies and three (3) electronic copies on CD, and one (1) electronic copy of the table);

- A sufficient number of hard copies of the final EA and mail them to the EA mailing list for appropriate public, stakeholder, and agency review of the document. For purposes of budgeting, the contractor should assume 60 copies;
- A draft FONSI for agency use delivered via electronic mail;
- Viewshed impact study report – draft and two revisions, seven (7) hard copies and three (3) electronic copies on CD for each version;
- Archaeological investigation report – draft and two revisions, seven (7) hardcopies and three (3) electronic copies on CD for each version;
- Biological investigation report – draft and one revision, five (5) hardcopies and three (3) electronic copies on CD for each version; and
- Section 404 permit application – draft and two revisions, six (6) hardcopies and three (3) electronic copies on CD for each version.
- Administrative Record – two electronic copies on DVD, 2 single-sided hardcopies.