

**STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT
AND
NEW MEXICO SPACEPORT AUTHORITY**

REQUEST FOR PROPOSALS (RFP)

**SPACEPORT AMERICA
PROTECTIVE SERVICES**



RFP#
80-495-18-01817

Release Date: February 15, 2019

Due Date: March 21, 2019

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of protective services at Spaceport America.

B. BACKGROUND INFORMATION

The NM Spaceport Authority (“Agency”) operates Spaceport America under a Launch Site Operator License awarded by the Office of Commercial Space Transportation, Federal Aviation Administration. The spaceport is located on approximately eighteen thousand (18,000) acres near Upham, NM, in a rural region of Sierra County to the east of the city of Truth or Consequences. This remote location poses many logistical challenges which are compounded by the distance of the site from both Las Cruces, NM and Truth or Consequences, NM. Accordingly, emergency responders must be stationed on-site at Spaceport America to provide effective response times as the nearest alternative responders are located over an hour away and staffed by volunteers. Moreover, emergency responders at Spaceport America require specialized training in the use of the sophisticated and unique systems and equipment at the spaceport to ensure both their proficiency in the use of these systems and to ensure the emergency responders are not themselves injured by or at risk from unique hazards posed by these systems. Ensuring the safety and security of persons and property at Spaceport America is paramount and the Agency is committed to providing a safe and secure facility for its customers, visitors and staff. With approximately one hundred sixty-five (165) million dollars of infrastructure and equipment on-site utilized by numerous personnel dispersed throughout the spaceport acreage the Agency cannot compromise on its mission to operate a world-class commercial launch facility in a safe, secure, and effective manner.

C. SCOPE OF PROCUREMENT

Protective Services encompasses three (3) distinct scopes: physical security, firehouse, and emergency medical services. Offerors must perform all three (3) of these distinct scopes and the Agency will not accept proposals that only respond to a portion of the scope of work. Protective Services personnel must operate in various operational environments at Spaceport America which can include, but not necessarily limited to, an active space launch range, an active airport, construction zones, brush fires, large public event venues such as concerts or fairs, movie and television production sets, explosives testing sites, unmanned vehicle testing sites, and a variety of other diverse activities and environments.

The resulting contract will be a fixed rate labor hour and reimbursement for approved travel and purchases. Labor rates used each year will be those proposed and negotiated prior to the award of this contract. This RFP will result in a single award. The initial contract shall begin on the date signed by the State Purchasing Agent, and end four (4) years from the signature date.

D. PROCUREMENT MANAGER

1. Belinda Benavidez has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Belinda Benavidez, Chief Procurement Officer
Address: New Mexico Spaceport Authority
901 E. University Ave Ste. 965L
Las Cruces, NM 88001
575-267-8500
Belinda.benavidez@spaceportamerica.com

2. All deliveries of responses via express carrier must be addressed as follows (except for electronic submissions through SPD's electronic procurement system eProNM):

Belinda Benavidez c/o Susan Inman
GSD/State Purchasing Division
Spaceport America Protective Services
RFP#80-495-18-01817
1100 S. Saint Francis Drive, Room 2016
Santa Fe, New Mexico 87505
Telephone: (505) 827-0472

3. **Any inquiries or requests** regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the Agency to respond on behalf of the SPD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring the Procurement action.

“**Aircraft Rescue and Firefighting vehicle (ARFF)**” means the largest firefighting vehicle used at Spaceport America. This is a standard vehicle used for firefighting at airports.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Bootheel” means the southern end of the Spaceport America campus that is shaped like the heel of a boot.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a state agency or local public body.

“Customer” means any business paying revenue to Spaceport America.

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

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Horizontal Launch Area (HLA)**” means the area of Spaceport America designated for aerospace vehicles to launch horizontally (like a traditional airplane).

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“**IT**” means Information Technology.

“**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“**National Fire Protection Association (NFPA)**” means the association that maintains standards and codes related to fire protection.

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

“**Polaris Utility Vehicle (UTV)**” means the four wheel vehicles used in operations at Spaceport America. Polaris is the brand name of the vehicles.

“**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project

terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Protective Services” means physical security, firehouse, and emergency medical services.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

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

“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.

“Responsive Offer” or means an offer which 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.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Spaceport Operations Center (SOC)” means the building at Spaceport America that houses the fire station and offices for the Protective Services staff. This building is also used by customers and staff from the NM Spaceport Authority for aerospace related activities.

“SPD” means State Purchasing Division of the New Mexico State General Services Department.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

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

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the

purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Surge” means an increase in operational activity at Spaceport America. For instance, a temporary sudden increase in flight rates that is expected to reduce once the operation is completed. A surge event would typically last one to two weeks.

“Tenant” means a customer at Spaceport America with a long-term contractual relationship.

“Terminal Hangar Facility (THF)” means the building at Spaceport America that functions as both a Terminal and Hangar. This building is currently under lease by Virgin Galactic.

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Vertical Launch Area (VLA)” means the area of Spaceport America designated for rocket launches that take off vertically.

“U.S. Army White Sands Missile Range (WSMR)” means the military base that is adjacent to Spaceport America. WSMR and Spaceport America often perform joint operations. Activity in the airspace above Spaceport America is scheduled by WSMR.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

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

Procurement Regulations and Request for Proposal – RFP instructions:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

Spaceport America website:

<https://spaceportamerica.com/rfps-itbs/>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	SPD	February 15, 2019
2. Distribution List	Agency	February 25, 2019
3. MANDATORY Pre-Proposal Conference	Agency	February 25, 2019
4. Deadline to submit Questions	Potential Offerors	February 27, 2019
5. Response to Written Questions	Procurement Manager	March 01, 2019
6. Submission of Proposal	Potential Offerors	March 21, 2019
7. Proposal Evaluation	Evaluation Committee	March 22-29, 2019
8. Selection of Finalists	Evaluation Committee	April 3, 2019
9. Best and Final Offers	Finalist Offerors	April 5, 2019
10. Finalize Contractual Agreements	Agency/Finalist Offerors	April 12, 2019
11. Contract Awards	Agency/ Finalist Offerors	April 12, 2019
12. Protest Deadline	SPD	+15 days

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Spaceport Authority on the date indicated in Section II.A, Sequence of Events.

2. Distribution List

Potential Offerors **must EMAIL** the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document to the SPD Buyer at susan.inman@state.nm.us, APPENDIX A, to have their organization placed on the procurement distribution list. The form must be signed by an authorized representative of

the organization, dated and returned to the SPD Buyer by 3:00 pm MST or MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt 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. MANDATORY Pre-Proposal Conference

A **MANDATORY** pre-proposal conference will be held as indicated in the sequence of events beginning at 1:00pm MST/MDT at Spaceport America at 234 Aleman Road, Truth or Consequences, NM 87901 Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date indicated in the Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is mandatory. Participation by telephone is **not** allowed. Attendees will perform a walk-through of the location.

Proposals submitted by Offerors who do not attend the MANDATORY Pre-Proposal Conference, will be automatically disqualified, and will not be taken into consideration under this RFP.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00pm Mountain Standard Time/Daylight Time on the date indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2 (except for electronic submissions through SPD's electronic procurement system). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Spaceport America Protective Services RFP #80-495-18-01817. Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II.A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

10. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon as possible, thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible, thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and New Mexico Spaceport Authority, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

State Purchasing Agent
General Services Department/State Purchasing Division
Joseph Montoya Building, Room 2016
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505
Main Desk: (505) 827-0472

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential 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 potential Offeror in preparation, transmittal, and/or 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 contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

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 for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: 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 Division or the Agency 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

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate 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 this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations 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's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by the Agency 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 an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected 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 potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

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 failed to meet the same mandatory requirements and the failure to do 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 representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony 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 in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, 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 and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

25. Confidentiality

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

The Contractor(s) agrees 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).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

28. New Mexico Employees Health Coverage

- A. 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 have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. 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.
- C. 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://www.insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); 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.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal **MUST**:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly indicate acceptance of Section V of this RFP; and**
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

Failure to respond to all items identified above will result in Offeror's disqualification. Do NOT leave any field blank.

31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. 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 form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. 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, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

- D. 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, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

- c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

33. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany your proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany your proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) **must** be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

- a) **Technical Proposals** – One (1) ORIGINAL, four (4) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing ONLY the Technical Proposal. **The electronic copy must be submitted as a USB and CANNOT be emailed.**
 - i. If Offeror's proposal contains confidential information, as defined in Section I.E. and detailed in Section II.C.8, Offeror **must** submit:
 - a. all of the requisite proposal identified in Section III.B.1.a above as **unredacted** versions, for evaluation purposes; and
 - b. ONE (1) **redacted** HARD COPY version and ONE (1) **redacted** electronic version (information blacked out and not omitted or removed) for the public file;
- b) **Cost Proposals** – One (1) ORIGINAL, four (4) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing ONLY the Cost Proposal; ORIGINAL Cost Proposal shall be in **separate** labeled binder from the Technical Proposals. **The electronic copy must be submitted as a USB and CANNOT be emailed.**

The ORIGINAL, HARD COPY and ELECTRONIC copies of the **must** all be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1, Proposal Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

Organization of folders/envelopes for hard copy proposals and electronic copy proposals and proposals submitted via eProNM:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1):

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions
- F. Offeror's Additional Terms and Conditions
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2)**
 1. Approach to the Problem
 2. Organizational Experience
 3. Organizational References
 4. Key Personnel Bios
 5. Job Descriptions
 6. Subject Matter Expert
 7. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
 8. Certificate of Insurance
 9. New Mexico Preferences (if any)
- H. Other Supporting Material (if applicable)

Cost Proposal (Binder 2):

1. Completed Cost Response Form (**Do NOT include any cost information in the Technical Proposal.**)

Within each section of the proposal, Offerors must address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

The optional Proposal Summary may be included by potential Offerors to provide the Evaluation Committee with an overview 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. **Do NOT include any Cost information in the Proposal Summary.**

IV. SPECIFICATIONS

Offerors must respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

See APPENDIX G.

B. TECHNICAL SPECIFICATIONS

1. Approach to the Problem

Offerors must provide a detailed and thorough narrative response to each of the two short term Scenarios in Appendix H (Scenarios). This narrative must demonstrate the Offeror's understanding of each described scenario, each scenario's fire, medical, and security requirements, and specifically how the Offeror will perform those requirements in support of each scenario. List the job title of Key personnel and non-key personnel required to perform the requirements of the Scenarios, including how many labor hours for each. **Do not include Cost information in this section. All cost information must be submitted separately in response to the Cost Response Form (Appendix D).** Key Personnel are the top three leadership/management level staff or staff with highly specialized licenses or professional degrees. These scenarios are unique situations that will allow the Agency to evaluate how the Offeror approaches off-nominal situations.

2. Organizational Experience

Offerors **must**:

- a) provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Protective Services. Protective Services must include physical security, firehouse, and emergency medical services. All protective services provided to private sector will also be considered;
- b) provide a description of Protective Services provided for a Spaceport or space industry related activities.
- c) describe at least two project successes and failures of a Protective Services engagement. Include how each experience improved the Offeror's services.

3. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before 3:00pm Mountain Standard Time on the date for Submission of Proposals (Section II.A.5.), for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., special equipment, software, or tools that were used in the course of the engagement);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

4. Key Personnel Bios

Offerors must:

- a) provide biographies for key personnel proposed to perform the contract Scope of Work and the scenarios described in section B.1 (Approach to the Problem). Key personnel means the top three leadership/management level staff or staff with highly specialized licenses or professional degrees.
- b) provide resumes for each proposed key personnel.
- c) provide a proposed organizational chart. The organizational chart must include all staff required for the baseline scenario described in the Cost Response Form (Appendix D)

In this section, the biographies, resumes, and organization chart must all be consistent and map to both the Scope of Work (Appendix G) and scenarios described in section B.1 (Approach to the Problem).

5. Job Descriptions

Offerors must provide detailed Job Descriptions for each position listed in the Offeror's cost proposal submitted with the RFP. The Job Descriptions must provide a complete description of the personnel and duties required to complete the Scope of Work (Appendix G)

6. Subject Matter Expert

Offerors must provide detailed plan for developing subject matter experts in Spaceport Operations. The plan must describe how protective services can contribute to Spaceport America becoming the subject matter expert for Spaceports around the world. The plan must contain practical action steps, and the intended positive results. The plan must also include a schedule for implementation with milestones. The plan must also identify the personnel that will be required to implement the action steps.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Certificate of Insurance

Offerors must have the ability to produce a Certificate of Insurance conforming to the limits and requirements in the Sample Contract (Appendix C) that will name the NM Spaceport Authority and State Land Office as additional insureds. **While the Certificate of Insurance is not required with the Offeror's proposal, a Statement of Concurrence must be submitted in the Offeror's proposal affirming that the Offeror is able to produce such a Certificate if awarded a contract.**

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and return a signed, unaltered form will result in Offeror's disqualification.**

4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B) **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

5. Cost

Offerors must complete the Cost Response Form in APPENDIX D.

6. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors – correspond to section IV.B and IV C	Points Available
B. Technical Specifications	
B. 1. Approach to the Problem	300
B. 2. Organizational Experience	150
B. 3. Organizational References	60
B. 4. Key Personnel Bios	50
B. 5. Job Descriptions	40
B. 6. Subject Matter Expert	40
C. Business Specifications	
C.1. Financial Stability (60 Total Points)	
C.1.a Liquidity	20
C.1.b Size	20
C.1.c Profitability	20
C.2. Certificate of Insurance	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	300
TOTAL	1,000 points
C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 6	50
C.6. New Mexico Preference - Resident Veterans Points per Section IV C.6	100

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Approach the Problem (See Table 1)

Points will be awarded based on the depth, breadth, thoroughness and clarity of Offeror’s response of to the scenarios and the baseline. The Evaluation Committee will weigh the relevancy, utility and comprehensiveness of Offeror’s response. More points will be awarded for Offerors who can successfully demonstrate that their approach will lead to achieving successful outcomes. For example, the mix of personnel and the hours proposed to perform a task must be commensurate to achieving a successful outcome.

2. B.2 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response to the engagements cited. The Evaluation Committee will weigh the relevancy, extent and magnitude of Offeror's experience, expertise and knowledge, as well as Offeror's candid and well thought-out response to successes and failures. More points will be awarded to Offerors who cite experience in work closely related or very relevant to the work described in this RFP. For example, experience related to firefighting in an urban area will be deemed less relevant than experience related to firefighting at a spaceport.

3. B.3 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points. Points will be awarded based upon the perceived relevance of the work performed for the reference as compared to the scope of work and nature of this project, and upon the clarity and thoroughness of the responses. Offeror will be evaluated on the relevancy of the work performed for the reference (as compared to the Scope of Work and nature of this project), as well as references that show positive service history, successful execution of services and evidence of satisfaction by each reference. Comments provided by Organizational References will add weight and value to a recommendation during the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

4. B.4 Key Personnel Bios (See Table 1)

Points will be awarded based on the depth and relevance of prior personnel experience, relevant educational background, and licenses and certifications. The org chart will be evaluated on reasonableness of staffing to perform the Scope of Work. Submissions must contain all three elements identified in Section IV.B.4

5. B.5 Job Descriptions

Points will be awarded based on the completeness, thoroughness, and clarity of the response of the job descriptions.

- Completeness means there must be a job description for each job identified on the Organizational chart described in Section IV.B.4.
- Thoroughness means that the job tasks identified in each job description satisfy all the elements of the Scope of Work (APPENDIX G).
- Clarity means that the written descriptions are clear enough to understand the intended role and responsibility of the position.

6. B.6 Subject Matter Expert

Points will be awarded based on the practicality, thoroughness and clarity of the response.

- Practicality means the action steps must be practical and reasonable to implement.
- Thoroughness means the action steps must be described in enough detail to provide a complete understanding of the initiatives as described in Section IV.B.6.
- Clarity means that the written descriptions are clear enough to understand the intended initiatives.

7. C.1 Financial Stability (See Table 1)

The Evaluation Committee will review the financial statements and assess scores in three areas:

- a) Liquidity (20 Points) – Current ratio (Current ratio = Current assets/Current liabilities) greater than 1 for the last fiscal year
- b) Size (20 Points) – Annual revenues greater than \$2M for the last three years
- c) Profitability (20 Points) – Companies generating positive net income for the last three years

8. C.2 Certificate of Insurance (See Table 1)

Pass/Fail only. No points assigned.

9. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

10. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

11. C.5 Cost (See Table 1)

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Cost}}{\text{This Offeror's Cost}} \times \text{Available Award Points}$$

“Total Four Year Contract Cost” from the Cost Response Form in Appendix D will be the valued used for “This Offeror’s Cost” in this formula.

12. C.6. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Point is 10%.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications 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.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Spaceport America Protective Services
RFP 80-495-18-01817

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt must be signed and emailed to the SPD Buyer at susan.inman@state.nm.us, no later than 5:00pm on February 25, 2019. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 Agency to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the Agency 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 either 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 C
SAMPLE CONTRACT

State of New Mexico

NEW MEXICO SPACEPORT AUTHORITY

Agreement No. 80-495-18-01817

THIS Agreement (“Agreement”) is made by and between the State of New Mexico, **NEW MEXICO SPACEPORT AUTHORITY**, hereinafter referred to as the “Procuring Agency” and **[Insert Contractor Name]**, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP #80-495-18-01817, Spaceport America Protective Services, and the Contractor’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions.**

A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

B. "New Mexico State Purchasing Agent" or "NMSPA" means the purchasing agent for the State of New Mexico or a designated representative. May be used interchangeably with "State Purchasing Agent" or "SPA".

C. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services.

D. “Products and Services schedule” refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

E. “RFP” means Request for Proposals as defined in statute and rule.

F. “You” and “your” refers to **(Contractor Name)**. “We,” “us” or “our” refers to the State of New Mexico, agencies, commissions, institutions, political sub-divisions and local public bodies allowed by law to participate in the Agreement and whose accounts are created under this Agreement.

2. **Scope of Work.**

The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. **Compensation.**

- A. The Procuring Agency shall pay to the Contractor in full payment for services satisfactorily performed **at the hourly rates identified from the rate sheet in Exhibit B.**
- a. **Travel.** Travel and per diem will be billed separately as a reimbursable expense subject to the cost ceiling of Federal GSA Per Diem rates. Travel may only be reimbursed with prior approval in writing from Spaceport Authority management. Commuting costs are not eligible for travel reimbursement.
 - b. **Other Purchases.** Other purchases related to the Scope of Work may be submitted for reimbursement with no markup upon submission of receipts with the monthly invoice.
 - c. **No New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Procuring Agency to the Contractor.**
 - d. **Availability of Funds.** Any amounts in this contract are subject to availability of funds pursuant to the Appropriations Paragraph set forth below.
 - e. **Acceptance.** In accordance with Section 13-1-158 NMSA 1978, the agency shall determine if the product or services provided meet specifications. No payment shall be made for any products or services until the products or services have been accepted in writing by the procuring agency.
 - f. **Invoices.** Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Invoices for payment from the contractor shall be submitted to the agency based on work performed. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**
 - g. **Taxes.** Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. Contractor is responsible to apply to the New Mexico Tax and Revenue Department for an exemption to Gross Receipts Tax.
 - h. **Other engagements.** Upon signing this agreement, Contractor agrees that any other contracts for Protective Services with any other customer to perform work on Spaceport America property are at the written approval of the Agency. The rates provided to the agency under this agreement will always be five percent (5%) lower than rates offered to any other customer to perform work on Spaceport America property.

- B. Retainage. Not Applicable – The Parties agree there is no retainage.
- C. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE PURCHASING AGENT. This Agreement shall begin on the date approved by the State Purchasing Agent and shall end **four (4) years** from the date of signature, unless terminated pursuant to this Agreement’s Termination Clause or Appropriations Clause. The Agreement shall not exceed four (4) years, pursuant to NMSA 1978, § 13-1-150.

5. **Termination**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency’s uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; 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. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.**

6. **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 Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring 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.

7. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring 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 Agency to do so, and then only within the strict limits of that Agency.

8. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a

public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. 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 Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of

receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. **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.

11. **Penalties for violation of law.**

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

12. **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.

13. **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 Procuring Agency.

14. **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 NMSA 1978, § 38-3-1 (G). 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.

15. **Records and Financial Audit.**

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

16. **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.

17. **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.

18. **Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

19. **Notices.**

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

To the Procuring Agency:
Belinda Benavidez, Chief Procurement Officer
New Mexico Spaceport Authority
901 E. University Ave., Ste 965L
Las Cruces, NM 88001
Belinda.benavidez@spaceportamerica.com
575-267-8500

To the Contractor:

[insert name, address and email].

20. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

21. **Headings**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

22. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

23. **Equitable Remedies.**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

24. **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 this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees 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://bewellnm.com>.

25. 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 Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements 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 agreements up to one (1) year in duration. For agreements 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 agreement 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 Agreement, 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 Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. 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 Clause. 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 Agreement 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.

26. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Procuring 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 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 performed 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 Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

27. Default and Force Majeure.

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

28. 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 Procuring Agency.

29. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

30. Inspection of Plant.

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

31. Commercial Warranty.

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies

provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

32. Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

34. Release.

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

35. Confidentiality.

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency 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 Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

36. Contractor Personnel.

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by

the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

37. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

38. Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

39. Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all

reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

- E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:
 - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 - (2) reduce the Agreement price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:
 - (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
 - (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

40. Insurance.

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage

provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

41. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by New Mexico General Services Department set out hereinafter.

STATE OF NEW MEXICO
NEW MEXICO SPACEPORT AUTHORITY

By: _____ Date: _____
Dan Hicks, CEO

By: _____ Date: _____
Melissa Force, General Counsel

By: _____ Date: _____
Zach De Gregorio, CFO

CONTRACTOR:

By: _____ Date: _____
Title

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.

NM TAX ID Number: _____

By: _____ Date: _____
Taxation and Revenue Department

NEW MEXICO GENERAL SERVICES DEPARTMENT
This CONTRACT is approved by the State Purchasing Agent:

By: _____ Date: _____
General Services Department
State Purchasing Agent

CONTRACT EXHIBITS:

EXHIBIT A – Scope of Work from the RFP

EXHIBIT B – Rate sheet

APPENDIX D

COST RESPONSE FORM

Directions:

This Cost Response Form follows the following process to determine the Cost score for this RFP.

- 1) In the Rate Sheet table below, identify hourly rates by job title.
- 2) Use the hourly rates identified in the Rate Sheet below to determine the expected annual labor cost based on estimated number of hours of work according to the Baseline Scenario below.
- 3) Add additional amounts for Travel and Other Purchases in the tables provided.
- 4) Calculate the total estimated amount for the four year contract.

Rate Sheet

Submissions must complete a rate sheet in the following format. The rate sheet below must use hourly rates. The rate sheet must identify each position specified in the Organizational chart in Section IV.B.4 (Key Personnel Bios). This table must include **ALL** positions necessary to accomplish the Scope of Work (APPENDIX G). This rate sheet will be included as an attachment to the contract. The awarded Contractor will not be allowed to bill hourly rates that are not included in this rate sheet. These rates must **not** include taxes.

Position	Rate Yr 1	Rate Yr 2	Rate Yr 3	Rate Yr 4

Baseline Scenario

In the tables below, provide a cost estimate for an annual baseline scenario required to perform the Scope of Work (Appendix G). List the Key Personnel and non-key personnel required to perform the requirements of the Baseline Scenario, including how many labor hours for each task in the scenario. The labor rates **must** match the rates from the Rate Sheet above. The positions listed must match the organizational chart described in Section IV.B.4 (Key Personnel Bios).

For the sake of clarity, the “Baseline Scenario” in this Cost Response Form is different from Scenarios 1 and 2 described in Appendix H. The Scenarios in Appendix H are to be used to write the narrative descriptions required in Section IV.B.1, Approach to the Problem. The Scenarios in

Appendix H are short-term scenarios. The “Baseline Scenario” of this Cost Response Form is the annual expected effort to accomplish the Scope of Work in Appendix G.

Pursuant to NM Tax and Revenue Department Letter Ruling 405-15-1, the Agency is presently not invoiced for gross receipts tax as the supplier claims a deduction under NMSA 1978, 7-9-54.2. It is the Contractor’s responsibility to apply to the NM Tax and Revenue Department to receive a deduction for gross receipts tax for this contract. The Agency will not pay any taxes on this contract.

Labor

Position	Rate Yr 1	Hours Yr 1	Cost Yr 1	Rate Yr 2	Hours Yr 2	Cost Yr 2	Rate Yr 3	Hours Yr 3	Cost Yr 3	Rate Yr 4	Hours Yr 4	Cost Yr 4

Travel

Travel and per diem will be billed separately as a reimbursable expense subject to the cost ceiling of Federal GSA Per Diem rates. Travel may only be reimbursed with prior approval in writing from Spaceport Authority management. Commuting costs are not eligible for travel reimbursement.

Please complete the following cost estimate for annual travel expense.

Description	Cost Yr 1	Cost Yr 2	Cost Yr 3	Cost Yr 4
Annual travel expense				

Other Purchases

Other purchases related to the Scope of Work may be submitted for reimbursement. Please complete the following cost estimate for annual expense of other purchases.

Description	Cost Yr 1	Cost Yr 2	Cost Yr 3	Cost Yr 4
Annual purchase expense				

Totals

Total Four Year Labor Cost	
Total Four Year Travel Cost	

Total Four Year Purchase Cost	
Total Four Year Contract	

Total Four Year Contract cost will be used to determine the Cost Score for the RFP evaluation.

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ FED ID# _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL! **DO NOT LEAVE ANY FIELD BLANK!**

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of subcontractors (Select one)

No subcontractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than subcontractors identified in #5 above) that will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses.)

(Attach extra sheets as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

_____, 2019
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to email the Reference Form directly to the SPD Buyer at susan.inman@state.nm.us by **3:00pm on March 21, 2019** for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

RFP # 80-495-18-01817
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, NM Spaceport Authority via e-mail to the SPD Buyer at susan.inman@state.nm.us no later than **3:00pm on March 21, 2019** and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
COMMENTS:

2. How would you rate this firm's knowledge and expertise?
 ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
 ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
 ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
 ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
 (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

APPENDIX G

DETAILED SCOPE OF WORK

Detailed Scope of Work

1.0 BACKGROUND

- 1.01 Goal. The Protective Services contractor will provide a team of high performing personnel prepared to respond 24/7 to security, fire, and emergency medical incidents. The contractor must provide cost effective and efficient service. Contractor and Contractor personnel must have all the necessary licenses at the local, state and federal level required to perform the tasks. The Contractor must participate in the Agency's Continuous Improvement Program to ensure that performance levels meet the requirements in this Scope of Work.
- 1.02 Continuous Improvement Program. The Agency Continuous Improvement Program will consist of a semi-annual meeting, where the contractor will present to the agency a status of the performance of this contract. This meeting will be a forum to discuss any outstanding issues, under performance by the contractor, and action steps that are required. The continuous improvement program does not remove the Agency's right under the contract to serve notice to the contractor for non-performance and termination.
- 1.03 Non-disclosure. Contractor agrees to sign a non-disclosure agreement and abide by the non-disclosure agreement. All contractor staff will be required to abide by the non-disclosure agreement.
- 1.04 Roles. In instances requiring a decision of discretion as to the interpretation of this Scope of Work, it is at the Agency's discretion to establish any minimum standards or acceptable actions or practices.
- 1.05 Equipment. Much of the equipment used under this contract is state owned. Any items purchased in the course of this contract with state funds become state property.
- 1.06 **Staffing. The level of staffing for the contract is at the full discretion of the New Mexico Spaceport Authority. All actions to increase or decrease staffing must be approved in writing by the New Mexico Spaceport Authority.**

2.0 OBJECTIVES

- 2.01 Safe Operations. Contractor will advise the Agency on industry standards and best practices to ensure the safety of the operations of Spaceport America. Contractor shall serve as the Industrial Safety Officer with the necessary certifications to act in this capacity. The role of Industrial Safety Officer does not supersede the roles of Agency staff to manage safe spaceport operations. The Agency staff will provide the direction and scope to the Industrial Safety Officer. Contractor shall also have an Armorer to manage weapons. The Armorer is not required to be present on site 24/7. The Agency retains all discretion on staffing levels and may direct Contractor to delay or increase hiring of positions.
- 2.02 Facility and Asset Protection. Contractor will provide staffing and equipment levels to ensure that the facilities and assets of Spaceport America, and those of Spaceport America's tenants and customers, are protected against safety and security threats.

- 2.03 Fast and Appropriate Response. Contractor shall strive to provide fast and appropriate response to any and all requests for assistance or aid. This requires 24/7 safety and security response within 10 minutes or less for the Horizontal Launch Area, 20 minutes or less for the Vertical Launch Area, 30 minutes or less for the Bootheel. These time frames are guidelines and do not supersede requirements to follow National Fire Protection Association guidelines. In case of conflict in interpreting required response times, the lesser of the response times will take precedence. In the case of poor road conditions and poor weather conditions, response times may be adjusted to times that are commercially reasonable.
- 2.04 Compliance. Contractor shall administer a compliance program for Occupational Safety and Health Administration (OSHA) and Environmental, Safety, and Health (ES&H) of Agency-directed activities at Spaceport America to enable the Agency to remain compliant with all rules, regulations, laws and other applicable requirements. Contractor shall also educate and advise the Agency on non-binding but recommended standards and best practices, such as those published by the National Fire Protection Association (NFPA), Federal Aviation Administration (FAA), National Transportation Safety Board (NTSB), Federal Emergency Management Agency (FEMA), trade societies, professional organizations, and others. Where ambiguity exists over whether a certain practice is mandatory the Contractor will work with the Agency, and any relevant third parties, (for example, without limitation the NM fire marshal, NM state police, etc.) to clarify the Agency's obligations.
- 2.05 Tenant and Customer Services. Tenants and Customers of Spaceport America retain control over their flight operations. Contractor will not have control over these operations unless specifically designated by the Agency, but Contractor must report any observed incidents of unsafe conduct to the Agency. At the direction of the Agency, Contractor will provide services as requested by a Spaceport America tenant or customer. The Contractor may provide services invoiced directly to other Spaceport America Tenants and Customers, but only with prior written approval from the agency. The rates provided to the agency under this agreement will always be Five Percent (5%) lower than rates offered to any other customer to perform work on Spaceport America property.
- 2.06 Cost Effectiveness. The Contractor shall continuously be looking for opportunities to be cost effective while maintaining high levels of efficiency such as cross training security and firefighting forces.
- 2.07 Other Duties. Contractor staff must perform other duties as requested, which may include, but are not limited to, interweaving primary protective services tasks with background spaceport general tasks as time permits such as grounds-keeping, runway sweeping, safety spotting, providing licensed maintenance workers, performing scheduled and ad-hoc inspections of customer or tenant infrastructure utilizing checklists and training provided by the customer or tenant.

3.0 SECURITY TASKS

- 3.01 Security Guard General Requirements. Security will be a visible and important component of Spaceport America operations. Security personnel interact regularly

with visitors and Spaceport customers, and so must have good communication skills and ability to interact with the public. All Security Guards shall:

- 3.01.01 Be "US Persons" as defined in 22 CFR § 120.15 (Green card holding individuals are permissible);
 - 3.01.02 Have sufficient knowledge of civil law to conduct prescribed armed guard service; on duty;
 - 3.01.03 Have a valid driver's license; Any license class is acceptable for security guards.
 - 3.01.04 Wear an identifying uniform approved by the Agency while on duty.
 - 3.01.05 Be thoroughly qualified to perform the work assigned to them, possess all the necessary licenses and certifications, and be physically able to do their assigned work;
 - 3.01.06 Have a general idea of the work functions of the facility in order to answer general questions reasonably; Agency staff will provide training sessions to provide general knowledge of the facility.
 - 3.01.07 Observe, administer and obey all regulations, policies, and procedures in effect at the Spaceport;
 - 3.01.08 Be subject to control of the State while on State property, but shall not identify themselves as State employees;
 - 3.01.09 Wear a visible agency issued identification badge at all times while on State property;
 - 3.01.10 Be subject to such security clearance as the Agency and/or other regulating body shall require; and
 - 3.01.11 Be familiar with and subject to all security regulations, including International Traffic in Arms Regulations (ITAR), as may be applicable to Spaceport America operations.
- 3.02 Firearms and Ammunition. Contractor will provide and maintain necessary and appropriate firearms and ammunition to be used by on-site security personnel and the appropriate licenses, certifications, and trainings. Specific aspects of this program will include:
- 3.02.01 All armed security guards shall have NM firearm permits, and proof of valid permit shall remain on file with the Contractor during the contract and any extension thereof; The agency will perform periodic spot checks to verify current NM firearm permits are on file with the Contractor. All security guard positions are assumed to be armed. However, the Agency may approve specific unarmed positions when acceptable.
 - 3.02.02 Written proof in the form of a certificate of completion shall be provided to the Agency that the armed security guard has successfully completed a handgun safety course for proficiency with handguns. The handgun safety course must be approved by the Agency.
 - 3.02.03 Weapons and ammunition utilized in performance of services under this contract shall be legal and fitting for the purpose intended.
 - 3.02.04 Proper handling, storage and maintenance of all weapons and ammunition shall be the responsibility of Contractor, and shall be appropriately supervised and monitored;

- 3.02.05 When security guard positions are identified as armed positions, firearms shall be carried at all times while on duty. At no time is the fire arm to be concealed.
- 3.03 Security Services. Contractor shall provide 24-hour, 365-day-per-year security services to Spaceport America sufficient for the safe operation and execution of its intended purpose. Specific areas of security-related responsibilities are as follows:
 - 3.03.01 Site Access Control. Contractor shall control access to Spaceport America. Entrance and egress to Spaceport America shall be through a single, primary gated entrance, and only appropriately-authorized individuals shall be allowed entry. Secondary, internal access control points for specific restricted areas such as the airfield and/or the vertical launch area may also be required. At the direction of the Agency, the Contractor will also develop additional access points, such as a large truck entrance, and control access through these.
 - 3.03.01.01 Pre-authorized Personnel. Designated individuals will have pre-authorization to enter Spaceport America, without undue delay, within the terms of their access rights. Pre-authorization will be determined by Agency staff. This may include Spaceport America and Customer employees, VIPs and others. Contractor will verify each individual's identity and access rights prior to granting entry to Spaceport America.
 - 3.03.01.02 Visitor control. Visitors (defined as non pre-authorized personnel) will be common to Spaceport America. Contractor shall greet and interact at all times with visitors in a polite and respectful manner.
 - 3.03.01.02.01 Ground arrival. Visitors arriving by ground transportation shall be greeted and directed to the appropriate on-site or off-site facility for processing.
 - 3.03.01.02.02 Air arrival. Visitors arriving by air transportation shall be greeted and directed to the appropriate on-site facility for processing.
 - 3.03.01.03 Badging. Contractor shall provide badging services in accordance with Agency policies. Such activities will include:
 - 3.03.01.03.01 Badge Issuance. Contractor shall obtain written information from applicants using Agency forms, verify photo identification and produce/issue badges.
 - 3.03.01.03.02 Badge Management. Contractor shall maintain a database of all badges issued, as well as the then-current status of all active and non-active badges. The database is maintained in the existing Agency access control system.
 - 3.03.01.03.03 Badge Training. Contractor shall manage training and retraining required for badge issuance and renewal.
 - 3.03.01.04 Delivery control. Contractor shall monitor, inspect and control all deliveries to Spaceport America, in accordance with established Agency and facility policies and procedures.

- 3.03.01.04.01 Hazardous. All deliveries of hazardous materials shall be inspected to ensure proper documentation accompanies the shipment (including, but not limited to, Hazardous Materials (HAZMAT) and Material Safety Data Sheets (MSDS) documentation), and that the container(s) and load(s) are adequately secure for on-site transport. The agency will provide training on hazardous materials, proper documentation, and how to tell if items are adequately secured.
- 3.03.01.04.02 Non-hazardous. All deliveries of non-hazardous materials shall be inspected to ensure proper documentation accompanies the shipment, and that the container(s) and load(s) are adequately secure for on-site transport.
- 3.03.01.05 Background Checks. As requested by Agency, Contractor shall perform, or cause to be performed, background checks on employees and others as necessary for secure operation of Spaceport America. Expenses to perform background checks will be paid by the Agency.
- 3.03.01.06 Contractor Clearances. As requested by Agency, Contractor shall perform such background check or other means necessary to clear contractors on to the Spaceport America premises.
- 3.03.02 On-Site security. Contractor shall provide on-site security services to maintain security, public safety and protection of State and Customer assets at all times. Specific on-site security related activities shall include but are not limited to:
 - 3.03.02.01 Perimeter Security. Contractor shall monitor and patrol as appropriate the established perimeter of Spaceport America, and ensure that perimeter security is maintained.
 - 3.03.02.02 Facilities. Contractor shall monitor and patrol as appropriate the various public and non-public facilities at Spaceport America, and ensure that all security protocols are in place and functioning properly.
 - 3.03.02.03 Airfield. Contractor shall monitor and patrol as appropriate the airfield, including the runway and apron areas, and ensure that they are secure, with no unauthorized personnel present.
 - 3.03.02.04 After-hours patrol. During non-operation hours, Contractor shall regularly monitor and patrol Spaceport perimeter, facilities and airfield to ensure no unauthorized personnel are present and that no security breaches have occurred.
 - 3.03.02.05 Security System Operation. Contractor shall be responsible for monitoring, operating and maintaining the existing security system for Spaceport America. Such system may include, but not be limited to:
 - 3.03.02.05.01 Cameras.
 - 3.03.02.05.02 Alarms.
 - 3.03.02.05.03 Hi-tech systems.

- 3.03.02.05.04 Access control system.
- 3.03.02.05.05 Access logging.
- 3.03.02.06 Incident/Intruder Response. Contractor will respond to incident alerts submitted by Spaceport America employees or other personnel, and take appropriate action to resolve and manage the situation. As needed, this may include, but not be limited to, detaining or otherwise restraining intruders or other disruptive individuals for transfer to public law enforcement agencies.
- 3.03.02.07 Vehicle traffic control. Contractor will provide normal control of vehicle traffic on-site during hours of operation and non-operation, as well as increased traffic control such as road blocks during special events.
- 3.03.02.08 Visitor/public pedestrian traffic control. Contractor will provide normal control of visitor and public pedestrian traffic during hours of operation, as well as increased visitor/public traffic control such as crowd control during special events.
- 3.03.02.09 Coordination with other private security entities. VIPs and/or other visitors to Spaceport America may travel with or require additional security. Contractor shall establish and maintain appropriate operating protocols for such situations, and shall cooperate, communicate with and provide direction to such entities as needed. Private security entities and operating protocols will be reviewed and approved by the Agency.
- 3.03.02.10 Coordination with public law enforcement agencies. Contractor shall establish and maintain good relationships with local, area, regional, national and international law enforcement agencies, and interact with them as appropriate in executing security duties of Spaceport America.
 - 3.03.02.10.01 Call for local law enforcement and/or State Police and assistance from other law enforcement organizations as needed;
 - 3.03.02.10.02 Cooperate with all local police, State Police and other law enforcement organizations who have legal proof of identification and a valid purpose for entering Spaceport America.
- 3.03.03 Passenger and Baggage Screening. At this time Spaceport America does not intend to allow any aircraft to land which would require formal Federal Aviation Administration (FAA) and/or Department of Homeland Security (DHS) compliant passenger screening. If this requirement changes in the future it will be addressed with the Contractor at that time. Contractor may be required to perform informal screenings and bag checks for arriving aircraft and motor vehicles.
- 3.03.04 Security Documentation. Contractor shall maintain appropriate documentation necessary for the security operations, including but not limited to:

- 3.03.04.01 Shift logs as required by the Agency; Shift logs include details of incidents that occur during a shift. Shift logs are to be produced in an Agency approved format.
- 3.03.04.02 Incident Reports as necessary and as required by the Agency; Incident Reports contain more detailed information than shift logs, and report on specific incidents instead of the whole shift. Incident Reports are to be produced in an Agency approved format.
- 3.03.04.03 Visitor logs, including reports on access denials.
- 3.03.04.04 Other documentation as required by the Agency or deemed necessary by the Contractor.
- 3.03.05 Visitor Experience Security. Contractor will support the Spaceport America Visitor Experience as directed by the Agency. The Agency intends to expand the visitor experience to accommodate public demand which could entail on and off-site security screening locations, escorting, response, and other tasks.
- 3.04 Training. Contractor shall implement a comprehensive on-going training program for all security guards that ensures compliance with regulations and codes related to the activities they perform. Training is subject to approval by Agency staff. Approved training will be paid for by the Agency. Training programs shall be justified and necessary. The Agency has full discretion in determining “justified and necessary.”

4.0 FIREFIGHTING TASKS

- 4.01 Firefighting General Requirements. Firefighting personnel will be a visible and important component of Spaceport America operations. Firefighting personnel interact regularly with visitors and Spaceport customers, and so must have good communication skills and ability to interact with the public. All firefighters must:
 - 4.01.01 Be US Persons as defined in 22 CFR § 120.15 (Green card holding individuals are permissible);
 - 4.01.02 Have sufficient knowledge of firefighting and have the necessary certifications and licenses to perform the required tasks;
 - 4.01.03 Have a valid driver's license. It is the Contractor's responsibility to ensure firefighters have the correct class of driver's license to operate the firefighting equipment;
 - 4.01.04 Wear an identifying uniform approved by the Agency while on duty;
 - 4.01.05 Be thoroughly qualified to perform the work assigned to them, possess all the necessary licenses and certifications, and be physically able to do their assigned work;
 - 4.01.06 Have a general idea of the work functions of the facility in order to answer general questions reasonably. Agency staff will provide training sessions to provide general knowledge of the facility;
 - 4.01.07 Observe, administer and obey all regulations, policies, and procedures in effect at the Spaceport;
 - 4.01.08 Be subject to control of the State while on State property, but shall not identify themselves as State employees;

- 4.01.09 Wear a visible agency issued identification badge at all times while on State property;
 - 4.01.10 Be subject to such security clearance as the Agency and/or other regulating body shall require; and
 - 4.01.11 Be familiar with and subject to all security regulations, including International Traffic in Arms Regulations (ITAR), as may be applicable to Spaceport America operations.
- 4.02 Firefighting. Contractor shall provide 24-hour, 365-days-per year fire protection services to Spaceport America sufficient for the safe operation and execution of its intended purpose. Fire suppression operations shall be conducted by the Contractor in accordance with all pertinent standards and codes, particularly including all applicable National Fire Protection Association (NFPA), International Fire Code (IFC), Uniform Fire Code (UFC) and Occupational Safety and Health Administration (OSHA) standards, which safeguards life and property. Specific areas of fire protection- related responsibilities include, but are not limited to:
- 4.02.01 Fire Prevention/Safety Inspections. Contractor shall establish and maintain a Fire Prevention/Safety Inspection program at Spaceport America. Such program shall, through scheduled inspections, continually assess the fire-safe posture of the Spaceport and each facility based upon NFPA 1, Uniform Fire Code, and applicable State and other Agency standards and requirements. At a minimum, the program shall identify hazards and immediately correct imminent danger situations to prevent any emergency.
 - 4.02.01.01 Fire Inspection Documentation. All inspections shall be documented, with follow-up and closure activities, to ensure that deficiencies are corrected. Documentation is to be produced in an Agency approved format.
 - 4.02.01.02 Fire Extinguishers. Contractor shall test, inspect, and ensure the maintenance of all fire extinguishers at Spaceport America, in accordance with NFPA inspection frequency requirements.
 - 4.02.02 Fire-Safety Systems Inspections and Maintenance. Except and unless performed by the Spaceport Facilities department, Contractor shall regularly inspect and routinely report maintenance needs for the following:
 - 4.02.02.01 Fire-suppression related connections to the water supply;
 - 4.02.02.02 Fire alarm control systems and components;
 - 4.02.02.03 Fire hydrants;
 - 4.02.02.04 Fire pumps;
 - 4.02.02.05 Automatic fire sprinkler systems; and
 - 4.02.02.06 All other firefighting-related equipment.
 - 4.02.03 SOC Staffing. Contractor shall staff the Spaceport 24-hours a day, 7 days per week to meet the emergency response mission of the Spaceport.
 - 4.02.04 Fire Operations and Firefighting. Contractor personnel shall be properly trained, certified and equipped to respond to the following types of incidents, at a minimum:
 - 4.02.04.01 Crash response
 - 4.02.04.02 Rocket propellant/motor fuel fires, such as:
 - 4.02.04.02.01 RP-1

- 4.02.04.02.02 Liquid Oxygen
- 4.02.04.02.03 N2O
- 4.02.04.02.04 Ethanol
- 4.02.04.02.05 Methanol
- 4.02.04.02.06 Jet-A
- 4.02.04.02.07 TEA/TEB (triethylaluminum-triethylborane)
- 4.02.04.02.08 Gaseous and Liquid Nitrogen
- 4.02.04.02.09 Helium
- 4.02.04.02.10 Other types of fuel as required by Spaceport missions
- 4.02.04.03 Aircraft fires
- 4.02.04.04 Ground vehicle/GSE fires
- 4.02.04.05 Structure fires
- 4.02.04.06 Partially-constructed structure fires
- 4.02.04.07 Wildfires
- 4.02.04.08 Control burns
- 4.03 Training. Contractor shall implement a comprehensive on-going training program for all firefighting personnel, ensure all staff meets applicable NFPA training requirements and any other applicable training requirements. Contractor shall ensure that all personnel meet State requirements in addition to NFPA 1001, 1002, 1021, for the positions they hold. Training is subject to approval by Agency staff. Approved training will be paid for by the Agency. Training programs shall be justified and necessary. The Agency has full discretion in determining “justified and necessary.”
- 4.04 Fire Safety Training. Contractor will develop and maintain an ongoing Fire Safety Training program including regular fire and other safety-related drills for all employees and customers at Spaceport America.

5.0 EMERGENCY MEDICAL TASKS

- 5.01 Emergency Medical General Requirements. Emergency medical personnel will be a visible and important component of Spaceport America operations. Emergency medical personnel interact regularly with visitors and Spaceport customers, and so must have good communication skills and ability to interact with the public. All emergency medical personnel must:
 - 5.01.01 Be “US Persons” as defined in 22 CFR § 120.15 (Green card holding individuals are permissible);
 - 5.01.02 Have sufficient knowledge of emergency medicine and have the necessary certifications and licenses to perform the required tasks;
 - 5.01.03 Have a valid driver's license. It is the Contractor’s responsibility to ensure firefighters have the correct class of driver’s license to operate the ambulance;
 - 5.01.04 Wear an identifying uniform approved by the Agency while on duty;
 - 5.01.05 Be thoroughly qualified to perform the work assigned to them, possess all the necessary licenses and certifications, and be physically able to do their assigned work;

- 5.01.06 Have a general idea of the work functions of the facility in order to answer general questions reasonably. Agency staff will provide training sessions to provide general knowledge of the facility;
 - 5.01.07 Observe, administer and obey all regulations, policies and procedures in effect at the Spaceport;
 - 5.01.08 Be subject to control of the State while on State property, but shall not identify themselves as State employees;
 - 5.01.09 Wear a visible agency issued identification badge at all times while on State property;
 - 5.01.10 Be subject to such security clearance as the Agency and/or other regulating body shall require; and
 - 5.01.11 Be familiar with and subject to all security regulations, including International Traffic in Arms Regulations (ITAR), as may be applicable to Spaceport America operations.
- 5.02 Emergency Medical. Contractor shall provide the personnel, equipment, materials and supplies necessary to perform emergency medical services to Spaceport America sufficient for the safe operation and execution of activities. Specific responsibilities are as follows:
- 5.02.01 Triage. Contractor personnel shall assess and classify injuries to determine the order of priority for treatment and transportation;
 - 5.02.02 Stabilization. Contractor personnel shall stabilize, to the maximum extent of their skills and capabilities, all injuries and victims;
 - 5.02.03 First-aid. Contractor personnel shall render immediate and temporary first-aid treatment of minor injuries or illness, and determine whether further medical care or treatment is needed;
 - 5.02.04 Field Training Officer. Contractor personnel shall provide training of staff for handling patients which may include, but is not limited to: wound and fracture management, spinal injury management, emergency cardiac care, obstetrics, burn management, and administering authorized drugs and other medications.
 - 5.02.05 Transportation. Contractor shall provide, or arrange for, emergency and non-emergency transportation on and from Spaceport America. This is anticipated to include:
 - 5.02.05.01 Ground Transportation. Contractor will have the capability to transport patients on-site and to/from local and area medical facilities for emergencies. Such transportation will be performed by Contractor personnel certified to drive and respond to emergency medical calls. Regular transport to hospitals will not be required. Coordination with local medical facilities to meet and facilitate transport will be required. A PRC License for transport will not be required.;
 - 5.02.05.02 Air. As needed, Contractor shall arrange for appropriate and necessary air transport by either Medi-vac helicopter or airplane. Contractor will coordinate necessary services and transport with other agencies and medical organizations as needed; and

5.02.05.03 Medical Facilities. Contractor must identify regional hospitals, trauma centers, burn centers, and other centers of expertise and establish arrangements to source appropriate services from the most advantageous centers based on the ability to treat the medical need.

5.03 Emergency Medical Training. Contractor shall implement a comprehensive on-going training program for all emergency medical personnel that ensures compliance with regulations and codes related to the activities they perform. Training is subject to approval by Agency staff. Approved training will be paid for by the Agency. Training programs shall be justified and necessary. The Agency has full discretion in determining “justified and necessary.”

6.0 MANAGEMENT TASKS

6.01 General Management. The Contractor shall fully understand and support the Spaceport America mission. Contractor shall provide appropriate staffing to ensure the objectives stated in the Scope of Work are met. Contractor shall have the capability to support surge requirements as necessary. Contractor shall maintain a comprehensive policy library of the documents listed below. The documents listed in this scope of work already exist. Contractor must perform a review of all documents to determine their accuracy and completeness. All documents must be reviewed and updated annually, or upon Agency request. In the event that any documents do not exist or are incomplete, the contractor shall create those documents. The policy library shall include:

6.01.01 Management Plan. The Contractor’s Management Plan shall provide a unified management capability and structure that will ensure cost-effective and responsive support. The Contractor’s Management Plan shall describe the Contractor’s organization; assignment of functions, duties, responsibilities, management procedures and policies, and reporting requirements for the conduct of contractually imposed tasks, projects, or programs. Proposed changes to the Management Plan shall be submitted to the Agency for review at least 10 business days prior to their effective date. In addition to these items, the Management Plan shall also address:

6.01.01.01 Safety and Accident Prevention. Contractor shall provide safety services as tasked to include safety documentation and safety inspections for compliance with OSHA standards;

6.01.01.02 Quality Control. Contractor shall ensure that all work meets the quality standards for the industry and profession, as well as the quality and contractual requirements of Spaceport America;

6.01.01.03 Agency-Furnished Property Management. State Furnished Property shall be managed in accordance with appropriate Agency and state guidelines and any of its applicable supplements; and

6.01.01.04 Grid Map. Contractor will develop and maintain a grid map which utilizes a system of squares (numbered and lettered) to readily identify any point in the area in which response is needed. Contractor will work with Agency to define geolocation standards

for the spaceport, such as GPS coordinates expressed in decimal degrees.

6.01.01.05 Joint Response and Mutual Aid Plan. Contractor will revise, maintain and execute a plan to coordinate with local and regional responders, such as city, county, state police, emergency planning committees, volunteer fire departments, border patrol, FBI, sheriffs, etc. to provide surge capabilities for Spaceport America activities or incidents. This plan must also address how the Contractor could provide support to the local communities around Spaceport America by responding to nearby incidents, such as in Cutter, Engle, and local ranches.

6.01.02 Spaceport America Security Plan. Contractor must revise, maintain and execute the Spaceport Security Plan which shall address and govern all aspects of security at Spaceport America, including without limitation:

6.01.02.01 Perimeter security of both the Spaceport facility as well as specific assets therein;

6.01.02.02 Access point management including, but not limited to, the main gated entrance as well as any auxiliary entrances to the facility;

6.01.02.03 Visitor access control including, but not limited to, invited guests, scheduled tour participants and others;

6.01.02.04 Delivery control including, but not limited to, delivery of mail, packages and larger items;

6.01.02.05 Badging and screening including, but not limited to, initial issuance and replacement for lost or stolen badges, and security screenings / background checks for employees, contractors and others;

6.01.02.06 Ground vehicle security including, but not limited to, vehicles accessing/exiting the facility through the main gate, as well as vehicles that remain on the Spaceport grounds;

6.01.02.07 Air vehicle security including, but not limited to, aircraft and spacecraft that are based at the Spaceport as well as incoming aircraft from other locations;

6.01.02.08 Unauthorized and/or emergency aircraft landings including, but not limited to, how to communicate with, direct, isolate and secure any aircraft and on-board personnel making an unauthorized or emergency landing;

6.01.02.09 Restricted area access including, but not limited to, buildings and infrastructure assets which are not open to public access;

6.01.02.10 Incident and emergency response including, but not limited to, incidents and emergencies related to security, medical, fire, HAZMAT and other emergencies;

6.01.02.11 Coordination with outside law enforcement agencies including but not limited to the Sierra County Sheriff's department, State Police and federal or other appropriate agencies; and

6.01.02.12 Security system management including, but not limited to, video monitoring, fire alarm, security and emergency

- communications and other related systems. Contractor will operate the security system, the Agency will provide maintenance of the system at Agency's expense; and.
- 6.01.02.12 Readiness Exercises including, but not limited to, regular tests, drills and exercises intended to maintain response readiness in all aspects of protective and emergency services, including guest and tenant coordination.
 - 6.01.03 Emergency Response Plan. Contractor must, revise, maintain and execute the emergency response plan to handle anticipated emergencies at Spaceport America. The Emergency Response Plan shall address at a minimum, the following:
 - 6.01.03.01 Command and Control;
 - 6.01.03.02 Communications;
 - 6.01.03.03 Alert Notification and Warning;
 - 6.01.03.04 Emergency Public Information;
 - 6.01.03.05 Coordination with outside emergency response agencies and/or organizations;
 - 6.01.03.06 Protective Actions;
 - 6.01.03.07 Law Enforcement/Security;
 - 6.01.03.08 Firefighting and Rescue;
 - 6.01.03.09 Health and Medical;
 - 6.01.03.10 Resource Management; and
 - 6.01.03.11 Facility Operations and Maintenance.
 - 6.01.04 Hazardous Materials (HAZMAT) and Hazardous Waste Response and Management Plan. Contractor shall revise, maintain and execute the plan for the safe, appropriate response to incidents related to accidental spill or other release of hazardous materials or hazardous wastes.
 - 6.01.05 Policy and Procedure Development. Contractor shall be responsible for maintaining and updating the comprehensive set of policies and procedures related to all aspects of protective services throughout the contract term.
 - 6.01.06 Coordination and Communication. At a minimum, Contractor shall be responsible for coordination and communication with the following:
 - 6.01.06.01 Other Contractor Service Providers;
 - 6.01.06.02 Agency Personnel;
 - 6.01.06.03 Tenant Management and Staff Personnel; and
 - 6.01.06.04 Law enforcement, emergency services and other official agencies, entities and organizations.
 - 6.01.08 Operations Reporting. Contractor shall participate in and comply with any and all operations-related reporting requirements.
 - 6.02 Contract Performance Reviews. Contractor shall participate in and provide information related to measurement and review of contractor's performance hereunder.
 - 6.03 Annual Budgeting. Contractor shall participate in and provide information as requested by Agency in order to complete the annual budgeting process. Contractor must provide quarterly budgets at the beginning of each calendar quarter, at a

- minimum, detailing expected hours per position supported by a calendar of security, medical, and firefighter coverage including supervisory personnel.
- 6.04 Invoices. Contractor must provide detailed invoices every month with substantiation satisfactory to the Agency within 20 days after month-end. Contractor will provide invoices separate from the monthly invoices when requested by the Agency to help track services, such as those provided in support of special events or provided in support of Agency customers.
- 6.05 Training Instruction by Contractor. Contractor shall be responsible for developing and conducting initial and on-going training for Agency staff, customers, guests, members of the public, and other personnel as needed related to protective and emergency services at Spaceport America. Such training for all site personnel shall include, at a minimum, the following:
- 6.05.01 Standard Operating Procedures (SOPs) for handling all normal, abnormal, and emergency operations associated with their job function;
 - 6.05.02 Layout of Facilities to ensure familiarization with the Spaceport's facilities, with emphasis on the location of normal and emergency exit controls (to include security procedures), communications equipment, and other safety features of the facilities;
 - 6.05.03 Communications Equipment to ensure familiarity with the location, protocols, and use of communication equipment, i.e. telephone, two-way radio, fax, e-mail, etc. to communicate with on-site and responding mutual aid agencies; and
 - 6.05.04 Emergency Equipment to ensure that all permanent site personnel must know where specialized emergency equipment associated with their assigned duties is located and its use.
 - 6.05.05 Specialized training for specific events or operations at Spaceport America.
 - 6.05.06 Any other Protective Services training as requested by the Agency.
- 6.06 Joint Response Coordination. To ensure a coordinated response, Contractor shall initiate regular and recurring meetings in Spaceport emergency procedures with local law enforcement, firefighters, ambulance personnel, paramedics, emergency management agencies, the media and other off-site emergency response organizations. Such meetings shall include, but not be limited to, the following:
- 6.06.01 Presentations and discussions of the Spaceport's Emergency Management Plan, facilities, equipment, and normal and emergency operating procedures;
 - 6.06.02 Tours of the Spaceport to familiarize personnel with the layout and topography of the Spaceport. As appropriate to the audience, emphasis shall be placed on the special operating conditions at the Spaceport, such as security and access control, communications requirements, operations-related hazards, etc.; and
 - 6.06.03 Participation in drills and exercises.
- 6.07 Protective Services Scheduling System. Contractor shall provide a comprehensive system including but not limited to all hardware, software, policies, procedures and other resources for the efficient management of all protective services at Spaceport

America. Such system shall include, but is not limited to, scheduling of the following:

- 6.07.01 Personnel Tasking
- 6.07.02 Equipment down time
- 6.07.03 Deliveries of goods, materials, supplies and/or equipment
- 6.07.04 Training classes, drills and exercises
- 6.08 Personal Protective Equipment. Contractor shall provide sufficient and adequate personal protective equipment for all Contractor personnel.
- 6.09 Records Management. Contractor shall establish and maintain a secure, reliable system of records management and document control conforming to US Data Protection standards, which will include off-site storage and retrieval in case of catastrophe. Records management shall comply with all Records Management policies of the Agency and the State of New Mexico.
- 6.10 Threat Analyses and Risk Evaluations. Contractor shall establish an ongoing program to perform regular and extensive analyses and evaluations intended to identify and mitigate potential threats and risks to Spaceport America facilities and operations. This shall include regular assessments and recommendations for improvements to new and existing site facilities, infrastructure and operating procedures which are intended to improve the security or operation of the Spaceport.
- 6.11 Incident Investigation and Reporting. Contractor shall investigate and immediately report any incidents to the Agency, including threats or other potential incidents, at Spaceport America. Contractor shall work with any/all regulatory or governing agencies such as the Federal Aviation Administration (FAA), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), National Transportation Safety Board (NTSB), New Mexico Environment Department (NMED), and others who may be investigating any incidents related to security, medical emergency or other protective services-related incident at Spaceport America
- 6.12 Quality Control. Contractor shall implement and maintain a complete quality control program consistent with the Quality Control Plan included in the Management Plan (6.01.01). The Quality Control program shall identify potential and actual problem areas encountered during performance and provide in corrective action.
- 6.13 ITAR Compliance. Contractor shall be thoroughly knowledgeable of and perform all work hereunder in compliance with all applicable requirements of the export control laws of the United States, including the International Traffic in Arms Regulations (ITAR) and Arms Export Control Act (AECA).

7.0 PERSONNEL POLICIES AND PROCEDURES

- 7.01 General. Contractor shall provide a workforce possessing the skills, knowledge, training, and licenses to perform the services required under the contract.
- 7.02 Conduct of Personnel. Contractor must follow regulations, policies, and procedures issued by the Agency. The Agency may require Contractor to remove any employees from the work site based on misconduct, security violations, use of

intoxicating or incapacitating agents, or any other reason determined to be in the best interest of the Agency. The Agency may, at its discretion, bar individuals from Agency facilities. Removal of personnel does not relieve Contractor from providing sufficient personnel to perform the services required by the contract. Contractor's personnel shall be encouraged to be alert to and report suspected situations of fraud, waste and abuse or other intentionally dishonest conduct. Contractor's personnel shall practice utilities conservation and shall operate under conditions that preclude the waste of state furnished utilities. Contractor must adhere to a standard of presentation with approved uniforms, personal hygiene and customer service levels to Agency staff, visitors, tenants and contractors at Spaceport America that is appropriate for the customer base of Spaceport America which includes international dignitaries and industry leading corporations desiring world class experiences and services.

- 7.03 Badges. All Contractor employees will be visibly badged when performing services at the Spaceport under this contract in compliance with Agency policies on badging and access control. Prior to starting performance under this contract the Contractor must obtain badges for its employees on the contract. Badge requirements include background checks in accordance with Agency policies. Contractor will implement and update as necessary the orientation program for badge applicants.
- 7.04 Environmental. Contractor must comply with all Federal, State and local environmental laws and regulations, including managing Material Safety Data Sheet (MSDS) requirements. All hazardous materials shall be processed in accordance with established procedures when they are first brought onto Spaceport America. Contractor must also work within environmental policies/procedures of Spaceport America. Environmental concerns or questions may be addressed to the Agency.
- 7.05 Security. Contractor must abide by all security regulations, policies and procedures of the Agency. Contractor personnel and property shall be subject to search upon entering or leaving Spaceport America property in accordance with Agency directives. Some work may require access to restricted areas. Occasional delays in obtaining authorization for access to these areas, security badges, or escorts to a work site may occur. In the event Contractor is required to work within restricted areas or are required to have additional clearances, Contractor and its employees may be required to execute a long-term additional agreement with the Agency or its customers. Contractor will provide daily enforcement of security policies at Spaceport America.
- 7.06 Contractor Vehicle and Vehicle Registration. Contractor's employees shall register their personal vehicles (including motor vehicles, bicycles or mopeds) in accordance with any applicable established Spaceport America procedures. They will be required to provide verification of their employment, proof of insurance, a valid vehicle registration, and driver's license. Registration, license, and insurance must be kept current at all times. Decals providing vehicle access and/or parking access, if issued, shall be returned to the appropriate office within three days should an event occur that ends the requirement for registration. Visitor passes may be issued for short duration and must be returned immediately upon completion of the work. Contractor-owned vehicles regularly operating within the boundaries of the

Spaceport are required to have both the Contractor's name and the Spaceport America brand clearly visible and affixed to both sides of the vehicle. All vehicles provided by Contractor or Contractor's subcontractors shall be in an operable condition and meet or exceed federal, state, and local safety requirements. Contractor employees must follow Agency policies on personal vehicle use, including designated parking areas. Contractor will submit a company vehicle branding plan to the Agency for review, company vehicles must follow Agency brand standards. Vehicles in disrepair causing damage, or leaking will be removed immediately by the Agency and Contractor will be responsible for removal and cleanup costs.

- 7.07 Safety and Accident Prevention. Contractor is responsible for implementing a safety program to ensure that all operations and activities are in compliance with Occupational Safety and Health Act (OSHA) standards and any other applicable safety and health standards. Contractor shall designate an employee as Safety Administrator qualified to manage this program and having any required licenses or certifications. The agency shall approve the staff selected as Safety Administrator. Contractor shall prepare and submit a Safety and Accident Prevention Plan as part of Contractor's Management Plan as discussed in Section 6.01.01. The Safety Administrator shall participate in periodic Site Safety Meetings and programs as required.
- 7.08 Accident Reports. In the event an injury or property damage occurs, Contractor shall prepare an Accident Report as required by Agency and/or Contractor safety procedures. Accident Reports must be submitted within 24 hours of discovery.
- 7.09 Compliance with Spaceport Range Policy. Contractor personnel must comply with the Spaceport range safety policy, including but not limited to the following areas:
- 7.09.01 Unexploded Ordinance (UXO) Policy. Contractor shall comply with the current UXO policy and procedures at the Spaceport. It is the Contractor's responsibility to coordinate with Agency, Spaceport tenants/customers and other contractors to schedule appropriate briefings;
- 7.09.02 Emergency Communication Policy. Contractor shall comply with the Agency Emergency Communications Policy in effect throughout the life of this contract. Contractor will implement the Agency radio policy, update as necessary, and enforce daily; and
- 7.09.03 Travel Open Range Areas. Travel in open range areas within the Spaceport is to be considered hazardous by all personnel. Open range areas and associated roads are subject to planned impacts of missile and related hardware, arrival and departure of space based aircraft, and local wildlife. To minimize this hazard, it is necessary that all travel over open range areas, except that in support of scheduled Spaceport range operations, be coordinated.
- 7.10 Environment, Safety and Health (ES&H). Contractor personnel shall include an ES&H professional. This individual must be qualified to assess and respond to HAZMAT situations.

8.0 STATE FURNISHED PROPERTY AND SERVICES

- 8.01 General. Agency will provide the following state furnished property and services. **Contractor shall not use state-furnished property and services for any purpose other than in the performance of this contract.** State provided materials and equipment will be managed in accordance with appropriate State requirements. Agency reserves the right to contribute any services, material and equipment to meet requirements of this contract.
- 8.02 Equipment. The Agency will provide the following state-owned equipment for use during performance of these services. The contractor must clean and maintain them at the Agency's expense:
- 8.02.01 Hand Held Radio system
 - 8.02.02 Firefighting equipment, tools, and gear
 - 8.02.03 Computers, consoles, a printer for the guard station and access control monitoring station. (No office desktop computers are included as state furnished property).
- 8.03 Vehicles. The Agency will provide the following state-owned vehicles for use during performance of these services. The Contractor must clean and maintain them at Agency expense. The Contractor must provide Contractor-owned vehicles to supplement the following list of state-owned vehicles. The Contractor must clean and maintain Contractor-owned vehicles that are used on-site for Spaceport operations at Agency expense. Maintenance and purchase of vehicles used for commuting will NOT be at Agency expense.
- 8.03.01 Aircraft Rescue and Fire Fighting Vehicle (ARFF)
 - 8.03.02 Ambulance
 - 8.03.03 Structural Fire Pumper Truck
 - 8.03.04 Brush Truck
 - 8.03.05 Two (2) Polaris utility vehicles
 - 8.03.06 Command and Control Trailer
- 8.04 Facilities. The Agency will provide the following facilities and/or work areas for use during performance of these services:
- 8.04.01 Private office space for the Program Manager with additional training locations for fire department and security totaling approximately 2000 square feet;
 - 8.04.02 General (open-seating) office space for up to four (4) individuals (approximately 60sf per person);
 - 8.04.03 Emergency Operations Center (EOC) to be used in the event of incident or emergency event at Spaceport America requiring a centralized room for coordination, communication and management of the event. When not activated as the EOC this space has shared use.
 - 8.04.04 Vehicle storage for agency provided protective services vehicles (8.03.01 through 8.03.04) with attached storage areas for maintenance tools and equipment.
 - 8.04.05 Supply storage as required for necessary supplies, tools, and equipment in the SOC.
 - 8.04.06 Break room for essential Protective Services personnel, including locker rooms, showers (men's and women's), kitchen and laundry facilities.

Supplies for these areas including soap, food/beverages, and laundry supplies are paid for by the Contractor.

- 8.04.07 External facility with four sleeping quarters (sleeping accommodations for up to eight people), a common area, and restroom. Bedding is paid for by the Contractor.
- 8.04.08 Protected Service staff will routinely clean the facilities they occupy on a daily, weekly and monthly schedules. This includes but is not limited to dormitories, kitchen, locker room, offices, stairwell, showers and bathrooms. Standards of cleanliness will be determined by agency staff. The Contractor must clean the facility they occupy using its manpower.
- 8.05 Services. The Agency will provide the following on-site services for use during performance of this contract:
 - 8.05.01 Electric power
 - 8.05.02 Water and Wastewater
 - 8.05.03 Internet access (including network, servers and required maintenance)
 - 8.05.04 Telephone
 - 8.05.05 Wireless Radio Systems
- 8.06 Training, Permits, Licenses, and Certifications. The Agency will provide the following training, permits, licenses and/or certifications for use during performance of this contract:
 - 8.06.01 Cultural Sensitivity training
 - 8.06.02 FAA Launch Site Operator license
 - 8.06.03 National Emission Standards for Hazardous Air Pollutants permit
 - 8.06.04 Petroleum storage tank registration
 - 8.06.05 Airport Master Record
 - 8.06.06 The Agency will provide all training and travel necessary to maintain Contractor certifications, licenses, registrations, and permits. All travel costs must be approved in advance in writing by Agency staff.
- 8.07 Annual Physicals. Contractor must provide all personnel with annual medical physicals that meet Agency requirements at Agency expense.
- 8.08 Inventory Control and Asset Tagging. Contractor must comply with the inventory control and asset tagging process established by the Agency to properly account for all tangible property purchases under the contract. Contractor will support Agency personnel during inventory cycle counts throughout the year.
- 8.09 EasyVista. The Agency utilizes an enterprise management software, presently EasyVista, and will provide Contractor with access to this system for asset management, licensing, inventory, inspection, preventive maintenance schedules, and other tracking and program management purposes. Contractor must utilize EasyVista, or other software as designated by the Agency, to ensure seamless integration of property management and program administration.

9.0 CONTRACTOR FURNISHED ITEMS

- 9.01 General. Except as provided in Section 8.0, the selected contractor shall be responsible for furnishing all property and services required for contract performance. All equipment will be maintained in proper condition, serviceable and

- ready for use. All equipment purchases must be pre-approved by the Agency. Contractor furnished items include, but are not limited to those items listed below:
- 9.02 Equipment. Contractor to furnish and maintain all equipment necessary to meet the requirements of this Scope of Work, unless otherwise noted in the contract. Equipment purchases made under the contract become Agency property.
- 9.03 Firearms. Contractor to furnish and maintain Firearms for security, side arms, and rifles.
- 9.04 Vehicles. Contractor to furnish and maintain all vehicles necessary to meet the requirements of this Scope of Work, unless otherwise noted in the contract. The Contractor must clean and maintain Contractor-owned vehicles that are used on-site for Spaceport operations at Agency expense. Maintenance and purchase of vehicles used for commuting will NOT be at Agency expense.
- 9.05 Facilities. Contractor will not be allowed to place office or storage trailers on Spaceport America property without express Agency approval in writing.
- 9.06 Uniforms. Contractor to provide uniforms for all employees in a form approved by the Agency consistent with Spaceport America color and branding standards at Agency's expense. Agency will coordinate with Contractor as necessary to obtain any required approvals. Contractor must source such uniforms from the Agency's designated supplier. Contractor must provide at least four uniforms appropriate for work tasks and at least one dress uniform appropriate for special events. Uniforms must be kept clean and in excellent condition, to be determined by Agency staff. Contractor is responsible for laundering uniforms at Contractor expense.
- 9.07 Personal Protective Equipment. Contractor to provide Personal Protective Equipment (PPE) at Agency's expense, as required for the safe, efficient performance of all duties included in this Statement of Work.
- 9.08 Supplies, Consumables, other Inventory. Contractor to provide any other required supplies, consumables, or other inventory. Purchases made under the contract become Agency's property.
- 9.09 Property Acquisition. Contractor may be asked to procure on behalf of the agency other property relevant to the execution of this Scope of Work. Items could include radio communication equipment, security systems (camera, remote entry systems, access control systems), safety fencing, traffic cones, and similar items. All such purchases shall be approved in writing by the Agency prior to purchase. All items purchased with state funds become state property.
- 9.10 Property Maintenance. Contractor may be asked to procure on behalf of the agency maintenance services for state property relevant to the execution of its duties. Items could include radio communications equipment and security systems (cameras, remote entry systems, access control systems). All such purchases shall be approved in writing by the Agency prior to purchase. All items purchased with state funds become state property.
- 9.11 IT Equipment. The Contractor must not purchase any IT equipment that resides on the Spaceport America network. The Contractor shall maintain their own IT equipment on a separate network from the Spaceport America network. The Contractor acknowledges that no IT-related purchases will be made under this contract. Agency furnished IT equipment only includes the computer equipment

required for the guard station and the access control monitoring station. All other office desktop computers are the responsibility of the Contractor.

10.0 DELIVERABLES

10.01 General. This section describes reports and documentation that is required for performance of this contract. The documents listed in this scope of work already exist. Contractor must perform a review of all documents to determine their accuracy and completeness. For deliverables 10.04 through 10.10, all documents must be reviewed and updated annually, or upon Agency request. In the event that any documents do not exist or are incomplete, the contractor shall create those documents. The need to update any deliverables more frequently shall be determined by the Agency. **The Agency has final review and approval of all deliverables.**

10.02 Monthly Report

Due Date: 10 work days after the end of each month

Description: Monthly reports shall be provided documenting all tasks accomplished for the relevant month in which services were provided. At a minimum, Monthly reports must shall address: all significant activities accomplished during the month of report, shortfalls, major issues encountered, major issues resolved, anticipated or potential future issues, and expected significant activities for the next month. A Metrics Report will be included, tracking the following: Injuries due to preventable measures within the span of control of Protected Services; deviations from professional dress and demeanor of crew; Protective Services equipment and vehicles maintained and cleaned; Coordination with local, state and federal officials; badging activity. This list shall also include a current list of all crew that indicates who is coming due for certifications, licenses, and training, as well as indicate any crew that has lapsed requirements. Monthly progress reports shall be electronically via email delivered to the General Operations Director and Executive Director.

Minimum Acceptable Standards: The Monthly Report must be attached to the monthly invoice in order to receive payment. The Monthly Report must reflect the activity level billed on the monthly invoice.

10.03 Weekly Report

Due Date: Friday at 8:00 am, prior to the start of the next week.

Description: A written summary highlighting all significant activities, events and results of the

past week and a review of upcoming significant activities & events for the current week.

The weekly reports are more detailed and timely than the monthly report. The purpose of the weekly reports are to provide actionable information for ongoing activities, whereas the purpose of the monthly reports is for historical documentation. Written summaries must be limited to not more than 150 words per activity/event. Weekly reports shall be electronically via email delivered to the General Operations Director.

Minimum Acceptable Standards: Information from the weekly reports shall match the information described in the monthly reports.

10.04 Management Plan

Due Date: 60 days after contract award, and as needed

Description: The contractor shall provide a management plan. At a minimum the plan shall describe the contractor's organization; assignment of functions, duties, responsibilities, management procedures and policies, and reporting requirements for the conduct of contractually imposed tasks, projects, or programs. Proposed changes to the Management Plan shall be submitted for review at least 10 business days prior to their effective date. This deliverable is further described in section 6.01.01.

10.05 Spaceport America Security Plan

Due Date: 60 days after contract award, and as needed

Description: Contractor must submit a revised Spaceport Security Plan which shall address and govern all aspects of security at Spaceport America. A preliminary version of this plan will be provided to the Contractor by the Agency as a starting point. A more detailed plan shall be developed by the Contractor within 60-days after contract award, and shall also include day-to-day security-related policies and procedures. This deliverable is further described in section 6.01.02.

10.06 Contractor Equipment Requirements Plan

Due Date: 30 days after contract award, and as needed

Description: Contractor shall submit an equipment requirements plan within 30-days of contract award, detailing the proposed contractor-provided equipment required for performance of work under the contract. As applicable, this shall include all equipment to perform administrative and professional / protective services work, and shall be as detailed as possible. The document shall include a preventative maintenance and replacement plan.

10.07 Emergency Response Plan

Due Date: 90 days after contract award, and as needed

Description: Contractor must revise, implement, and subsequently maintain and update, an emergency response plan to handle anticipated emergencies at Spaceport America. A preliminary version of this plan will be provided by the Authority. A more detailed plan shall be developed within 90-days of contract award, and such plan must address all aspects of mitigation, preparation, response and recovery activities related to emergency services. This deliverable is further described in section 6.01.03.

10.08 HAZMAT / HAZWASTE Response Management Plan

Due Date: 120 days after contract award, and as needed

Description: Contractor shall be responsible for updating and maintaining a plan and accompanying procedures for the safe, appropriate response to incidents related to accidental spills or other release of hazardous materials or hazardous wastes. Such plan shall be submitted within 120-days after contract award. This deliverable is further described in section 6.01.04.

10.09 Policies, Plans, and Procedures

Due Date: Ongoing

Description: Contractor shall be responsible for developing and/or revising existing plans, and maintaining a comprehensive set of policies, plans, and procedures related to all aspects of protective services. Contractor is responsible for including all work requirements necessary to perform the functions identified herein, even if not specifically stated. This deliverable is further described in section 6.01.05.

10.10 Firearm Policy

Due Date: 120 days after contract award, and as needed

Description: Contractor shall be responsible for updating and maintaining a plan and accompanying procedures for the safe, appropriate use of firearms at Spaceport America to include maintenance, storage, safety, training, and the use of firearms. This document must cover all activity related to firearms as described in section 3.02.

APPENDIX H

SCENARIOS

Offeror Proposals are **required** to provide narrative descriptions of the scenario 1 and scenario 2. Do **NOT** include any Cost information in narrative descriptions. All cost information must only be included in the Cost Response Form in Appendix D.

SCENARIO 1: OPS FOR ONE WEEK

Spaceport America is an 18,000 acres facility with two (2) primary functional areas, a vertical launch area (VLA) and a horizontal launch area (HLA). Both areas must be secured and protected 24/7/365 by the Protective Services contractor. There are three vertical structures to protect with security and fire services consisting of 110,000 sq/ft Terminal Hangar Facility, 14,000 sq/ft Spaceport Operation Center (SOC) and a water pressure booster station. Additional areas requiring protective services are 12,000 runway, a waste water treatment plan, Vertical Launch command trailers (3 mission control trailers) and 3rd party tenant assets in three different locations (2 VLA Launch complexes and 1 HLA facility). Spaceport America equipment provided for protective services includes: Facility Commander System for Closed Circuit TV, Access Control, Fire Alarm monitoring, SCADA systems, Dispatch console, two (2) Front Gate Booths, site wide radio system, badging console, computer stations, PA system, ARFF vehicle, Structural Fire Truck, Brush Truck, Ambulance, two (2) Polaris UTV's, required vehicle equipment, tools, gear and security firearms/side arms.

In this scenario, use the following assumptions:

- Spaceport America is in a normal operating tempo, which consists of 120 employee/contractors working onsite Monday through Sunday 8am to 5pm, with 200 visitors on four (4) buses (50 people per bus) spread over two (2) hour increments throughout the day Monday through Sunday escorted by a tour operator entering and exiting the facility throughout the day. The tour will go into the Gateway Gallery located in the Terminal Hangar Facility building for about 45 minutes, go into the lower portion of the SOC, and visit the fire station. Assume aerospace operations occur three days in the week. Tours are allowed to visit the runway on days when there is no aerospace operations.
- Security Guards will conduct access control at main entry to include entry and exit procedures to verify each individual and validate clearance daily for visitors, contractors and employees at Spaceport America. Security will operate in two primary locations (Front Gate Booths and SOC Dispatch) with roving patrols each shift. Guards will have Level 3 NM licenses and monitor all facilities and overall site movement of employees, contractors and visitors.
- Fire Department and emergency medical personnel must be staffed with NM Licensed personnel to operate and serve Spaceport America 24/7/365. Fire Department will operate from the SOC facility which is designed with shower facility, equipment bay and on-site sleeping quarters located at Spaceport America.
- On Tuesday, a small fire occurs in the kitchen of the Terminal Hangar Facility building. On Wednesday a visitor is bitten by a rattlesnake.
- On Thursday an Agency employee suffers a seizure and is unconscious.
- On Saturday, 5 people in private vehicle that have not been cleared to enter the facility stop at the gate and demand entry.
- On Sunday, an armed person drives up to gate and threatens to kill the guard unless he is given entry.

Provide a description of how you will perform the protective service function for one week including type of labor required and number of hours per labor category.

SCENARIO 2: LAUNCH DAY OPS

The VLA is approximately five (5) miles southeast of the Terminal Hangar Facility building, and the connecting road is unpaved, although part of the road is an improved gravel road. In this scenario, use the following assumptions:

- Launches are scheduled well in advance, and Spaceport America typically notifies its support contractors at least 4 weeks before a planned launch.
- Each launch has an associated hazard area, and steps are taken to ensure that uninvolved persons are not within that area at launch. A common type of hazard area is a circle centered on the launch site which can be several miles in diameter. Another common type is a triangular area with one corner near the launch site and widening toward White Sands Missile Range approximately 10 miles to the east.
- Each launch has a window, which is the time interval over which the launch may take place. The window can be as short as one (1) hour, but typically is four (4) hours in duration. Launch windows open as early as 6:00 AM.
- Launch crew members and payload personnel often begin to arrive at the spaceport a week or more in advance of the launch date. These personnel check in through the main gate and are normally badged and given unescorted access to the VLA. Typically, the number of personnel on site leading up to launch day is 10 or fewer. Sometimes, on the day before launch, a larger number of guests is given the opportunity to visit the launch site. When this occurs, a security guard will be needed at the entrance to the VLA for the entire launch duration to efficiently check in these guests.
- For some launches, a separate spectator viewing area approximately 2 miles from the VLA is used for invited guests.
- On launch day, security, firefighting, and emergency medical support are required at or near the launch site depending on the mission.
- The launch of an unmanned vehicle is scheduled for 7:00AM. It turns out it actually occurs at 8:00AM, due to wind conditions. The vehicle is a suborbital spacecraft with scientific payloads intended to reach an altitude of 70 miles above sea level. Just after launch, the vehicle suffers a catastrophic failure that scatters burning propellant over a 100-ft area. Two mission control technicians are injured, and there is a brush fire. A spectator in the viewing area is bitten by a rattlesnake at 8:30AM.
- The entry to the VLA is controlled by a guard who ensures that only pre-approved personnel are admitted. The guard is in place by 3:00AM.
- Each of two points at which the hazard area intersects specific county roads has a guard posted to control access to the hazard area. An additional guard is stationed atop a nearby hill near the VLA to observe and report other activity in and near the hazard area. These three guards take their positions far enough in advance to have high confidence that the

hazard area is clear, two (2) hours before the scheduled launch time. All security personnel maintain radio contact.

- Approximately 50 personnel (launch crew, payload personnel, and VIPs) are located in the launch control. 200 spectators and invited guests are located in the separate viewing area.
- Firefighters and emergency medical personnel are prepositioned as close as possible to the launch site but outside the hazard area and must remain there beginning 90 minutes before the scheduled launch time until after the launch is accomplished.
- Emergency medical response capability is also required at the separate viewing area.
- For this mission, firefighting personnel are required to wet-down combustible vegetation to a distance of 50 ft from the launch point. This activity is done approximately two (2) hours before launch.
- Security personnel escort all personnel from the site in an orderly process after the launch.

Please describe how you will support the mission and provide type of labor required and the number of hours per labor category required to support the mission.