



AIR & SPACE PORT  
AT RUTAN FIELD

REQUEST FOR PROPOSALS FOR  
ON-CALL ENGINEER

Release Date: 10/25/2023

Responses Due by 4:00 p.m. on November 20, 2023

Proposals must be submitted to:  
Mojave Air and Space Port  
Attn: Tim Reid, GM/CEO  
1434 Flightline  
Mojave, CA 93501

**By 4:00 P.M. on November 20, 2023**

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

**Note regarding the Public Records Act:**

Government Code Sections 7920.000 et seq., the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record without exception. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the District if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the District for release of such information

## I. INTRODUCTION

As outlined in more detail in “Section II – Scope of Work,” below, this Request for Proposals (RFP) seeks proposals from qualified firms to provide services as the District’s on-call engineer. The target term and commencement date for the proposed services is five years commencing January 1, 2024, subject to negotiation of a final agreement.

The District is a public agency organized under the California Airport District Law serving the East Kern/Mojave region. The District owns and operates Mojave Airport and Mojave Spaceport located in Mojave, CA.

This RFP seeks the submission of proposals to provide services from qualified firms. Proposers must be able to show that they can perform the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope.

## II. SCOPE OF WORK

The District owns and operates an airport and spaceport. The Scope of Work is outlined in Exhibit A (Airport) and Exhibit B (Spaceport).

Proposals will be considered only from Consultants who can demonstrate the following minimum qualifications:

1. The firm is licensed to practice in the State of California and is able to effectively provide the required professional services.
2. The individual or individuals or sub-consultants who will be assigned to projects shall have experience with airports, spaceports, the FAA, CalTrans, and Federal/State Environmental entities.
3. The firm shall be knowledgeable of:
  - a. Airport Master Planning
  - b. Spaceport Master Planning
  - c. High Speed/Hypersonic Planning
  - d. Airspace and complex airspace requirements including work reviewing and making recommendations in accordance with FAR Part 77 and/or ALUCP with Kern County
  - e. Federal, State, and Local laws pertaining to airport and spaceport architectural and engineering requirements
  - f. Federal and California State Airport Improvement Programs including Grant Assurances
  - g. Land acquisition requirements with the FAA and State/Local entities
4. Applicable federal, state, and local laws.

The anticipated duration of the agreement will be for five years, with services to tentatively begin January 1, 2024.

### III. GENERAL TERMS AND CONDITIONS

1. Read all Instructions. Please read the entire RFP and all enclosures before preparing your proposal.
2. Proposal Includes the RFP. This RFP constitutes part of each proposal and includes an explanation of the District's needs, which must be met.
3. Proposal Costs. Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the District or otherwise reimbursed by the District.
4. Proposal Becomes District Property. The RFP and all materials submitted in response to this RFP will become the property of the District.
5. Questions and Response Process. Submit all questions relating to this RFP by one of two methods: You may choose one or both:

Mailed to: Mojave Air & Space Port at Rutan Field  
Attn: Tim Reid, GM/CEO  
1434 Flight Line  
Mojave, CA 93501  
E-mailed to: [tim@mojaveairport.com](mailto:tim@mojaveairport.com)

**All questions must be received no later than 4:00 p.m. on November 15, 2023.** The District may, at its option, email prospective proposers with the questions and post them to the website. If you wish to receive such notice, you may email [tim@mojaveairport.com](mailto:tim@mojaveairport.com) at the email address above before you submit a proposal.

If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the website. It is the responsibility of each proposer to check the website listed above for changes and/or clarifications to the RFP prior to submitting a response, and a proposer's failure to do so will not provide ground for protest.

6. Alteration of Terms and Clarifications. No alteration or variation of the terms of this RFP are valid unless made or confirmed in writing by the District. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the District.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the District of such error in writing and request modification

or clarification of the document. If a proposer fails to notify the District of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted to the District website without divulging the source of the request for same. The District may, at its discretion, also give electronic notice by email to all parties who have notified the District of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the District website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

8. Selection of Firm(s). The selection of a firm will be memorialized in a District Professional Services Agreement signed by both parties.

The District reserves the right to reject any or all proposals without penalty. The District's waiver of an immaterial deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with the specifications if the proposer enters into a contract.

Once a firm is selected, the Agreement with that firm must still be negotiated and submitted to the District Board of Directors for approval, and there is no contractual agreement between the selected firm unless and until the Board of Directors accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to District leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Directors.

9. Insurance. The District has certain insurance requirements that must be met. In most situations those requirements include the following: the firm must carry \$1,000,000 or more in comprehensive general liability insurance; the firm must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the firm has two or more employees, the firm must carry the statutory limit for workers' compensation insurance; the firm must carry professional liability insurance. Generally, the firm must name the District and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

10. Incomplete Proposals May be Rejected. If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

11. Contact With District/District Employees. As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any District employee for purposes of

responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP. Firms currently under contract with the District are not prohibited from contact with the District for services provided pursuant to those contracts.

Proposers should submit questions or concerns about the process as outlined above. The proposer should not otherwise ask any District employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

12. Travel Costs. If the services requested will require you or your employees to travel to Mojave, and if the District opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: reimbursement for the actual cost of lodging, meals, and incidental expenses (“LM&I Expenses”) is limited to the then-current Continental United States (“CONUS”) rate for the location of the work being done (Kern County, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term ‘CONUS’); airline and car rental travel expenses (“Air & Car Expenses”) are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses (“Other Expenses”) such as taxi/uber fares, parking costs, etc., may be reimbursable on an actual-cost basis. You should not assume that the District will permit travel to Lone Pine to be reimbursed, and your proposal should include such travel costs if applicable. Travel costs should be minimized or eliminated in order for the proposal to be competitive.

13. Miscellaneous. This RFP is not a commitment or contract of any kind. The District reserves the right to pursue any and/or all ideas generated by this RFP. The District reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the District. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the District assumes no liability for any unintentional errors or omissions in this document. The District reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the District.

#### IV. PROCEDURE

This section describes the general RFP procedure used by the District, and the remaining sections of this RFP list detailed requirements.

##### Tentative Schedule of Events

RFP issued – October 25, 2023  
Last day for questions – November 15, 2023  
Proposals due – November 20, 2023  
Approval of Agreement – December 5, 2023

Submission

Proposal: Two (2) original copies and one (1) electronic copy to Mojave Air & Space Port at Rutan Field, 1434 Flight Line, Mojave, CA 93501/tim@mojaveairport.com must be received and date stamped by the District no later than 4:00 p.m. on November 20, 2023 as listed in the TENTATIVE SCHEDULE OF EVENTS above. Proposals should be in the format required in Section V, below. There will be no public opening of proposals. All proposals shall be firm offers, and will so be considered by the District, although the District reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the District. The District reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a firm, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the District, as determined in the sole discretion of the District.

All proposals received prior to the deadline for proposals will be kept in a secure place.

Proposal Evaluation

All proposals received will be evaluated by the RFQ Committee, comprised of the General Manager, Director of Operations, Director of Facilities, and Director of Administration. During the evaluation process, the District may require a proposer's representative to answer specific questions orally and/or in writing. The District may also require a visit to the proposer's offices, other field visits, or observations by District representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended to the Board of Directors based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost. Execution of an agreement has been tentatively scheduled for January 1, 2024.

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Firm qualifications and experience, including capability and experience of key personnel and experience with other public agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be

- provided and appropriateness of the proposed solution/services
- Customer Service
- History of successfully managing other contracts with public agencies, including specifically airport and spaceport projects
- Claims and violations against you or your organization
- Cost to the District for the primary services described by this RFP
- References
- Compliance with District RFP & contractual requirements

The District may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the District. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the District may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the District reserves the right to evaluate proposals solely based on each firm's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the District. The evaluation team will not access company websites or read sales brochures, marketing materials, or white papers in evaluating firm experience or proposed methodology unless doing so is in the District's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

The District reserves the right to accept other than the proposals with the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of the District are served by doing so.

The Evaluation Committee will recommend a firm to the District Board of Directors or may recommend that the proposals be rejected. The Board will make its own decision as to whether to accept or reject the Evaluations Committee's recommendations. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the District, notwithstanding any recommendations made by the Evaluation Committee. The District reserves the right to negotiate with any provider in working to finalize an agreement in relation to the proposer's response.

The District is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the District will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the District.

#### Confidentiality of Proposals

California Government Code Sections 6250 et seq. (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the



public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The District is subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the District if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the District for release of such information.

If the District receives a request for any portion of a document submitted in response to this RFP, the District will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the District reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the District and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the District and/or its officers, agents, or employees that the District has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

## V. PROPOSAL SUBMISSION REQUIREMENTS

All proposals should be prepared on a computer and have consecutively numbered pages, including any exhibits, charts, or other attachments.

All proposals should adhere to the specified content and sequence of information described by this RFP.

Submit one (1) complete electronic (PDF, Microsoft Word document, etc.) version of your proposal by email to [tim@mojaveairport.com](mailto:tim@mojaveairport.com).

Submit two (2) original copies. All printing shall be double-sided (duplex).

Provide a one page cover letter on your letterhead which includes the address, phone, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal.

Obligations assumed by such signature must be fulfilled.

Each proposal should include sections addressing the following information in the listed order. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the District to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described by Section IV, above.

1. Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
2. How many full time employees (FTEs) do you plan to assign to this project if you are selected?
3. List the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and school of any applicable degrees, additional applicable training, and any professional certifications/licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.
4. Describe your philosophy and service model for meeting the services required by the District, as listed in Section IV, above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and monitoring, etc.), and equipment or other resources provided by you (if applicable).
5. Describe how you will fulfill the needs of the District included in this RFP.
6. Identify how you will meet all other aspects of the scope of work and related requirements listed in Section IV, above, and list any items you cannot provide
7. Describe the measurements/metrics/deliverables/assessments you will provide on at least an annual basis to allow the District to assess the services you will provide.
8. Provide information on any other pertinent services, if any, you can offer that will reduce costs or enhance revenue for the District
9. How will your services meet the needs of the District's customers and/or the public?

10. In the event of a routine problem, who is to be contacted within your organization?
11. In the event of the identification of a problem by the District, its clients/tenants, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.
12. Please list any current violations, lawsuits, or claims against you/your organization and those having occurred in the past five years, especially those resulting in claims or legal judgment against you.
13. Provide a detailed explanation for all costs associated with your providing the requested services if you are selected.
14. Is travel time to the District expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include such travel time or expenses are preferred unless the services requested require travel as part of the service.
15. Include start-up costs if any.
16. List at least three business references for which you have recently provided similar services. Include contact names and phone numbers for all references provided.

A sample of the District's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the District's standard contract, including but not limited to the following

In addition, the proposer should include a statement that it will agree to have any disputes regarding any contract venued in Kern County or the Eastern District of California.

PLEASE NOTE: The sample standard contract attached to this RFP is a template and does not constitute the final agreement to be prepared for the firm that is selected. Please do not attempt to insert missing information and complete the attached sample. Once a firm is selected, the District will work with the selected firm to draft a firm-specific contract using the template. However, each proposal should address the general terms of the standard contract as outlined in this section.

**EXHIBIT 1**

Upon request by Mojave Air & Space Port, Consultant may provide the following services:

- Prepare necessary applications and documentation for Federal Aviation Administration-Airport Improvement Program (FAA- AIP) grant funding and annual updates to the Airport Capital Improvement Plan (ACIP)
- Prepare necessary applications and documents to maintain Mojave's FAR Part 420 Licensure and assistance with FAA requests for changes to this document
- Prepare necessary documentation for Mojave's Spaceport Launch and Reentry License in accordance with FAR 450 to include assisting airport staff with Mishap Planning and Reporting, Response and Investigation
- Assist with site layout plans for rocket test site facilities, including providing guidance with NFPA 30, 55, 407, and other regulatory requirements
- Prepare necessary applications and documentation for the California Division of Aeronautics
- Analyze and respond to obstruction evaluations that impact MASP's Part 77 and/or the ALUCP with Kern County
- Provide airport master planning and consultant support services as may be required from time to time by MASP. These consultant services may include representing MASP in discussions with the FAA regarding the work program, grant requirements and project documentation.
- Provide environmental services to include: NEPA, CEQA and CATEX
- Prepare various civil engineered exhibits and plans on request
- Provide pre-engineering services for landside and air-side civil projects as requested

Detailed scopes of work will be drafted prior to committing to specific projects.

Anticipated projects throughout the course of this contract MAY include the following priorities:

- Redesignation of aeronautical use properties on the landslide which must be converted into non-aeronautical use designation with the FAA ADO office
  - Assist with the advocacy for a full release of these properties to prevent a 3-year approval process with the FAA
  - Develop and coordinate all 163 studies required to be performed for all non-aeronautical use developments
- ALP Updates
- Waterline Utility Rehabilitation – planning, design, engineering, environmental, and construction supervision
- Rehabilitation of the remaining 50' of the 200' wide primary Runway, 12/30. This would include design and engineering, and onsite supervision
- Rehabilitation of the General Aviation Apron. This would include onsite supervision.
- North Perimeter Road pavement project, to include environmental studies, utility studies, design, engineering, and onsite supervision
- South Perimeter Road pavement project, to include environmental studies, utility studies,



## REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES

AIR & SPACE PORT  
AT RUTAN FIELD

- design, engineering, and onsite supervision
- ARFF Station relocation assessment, design, engineering, environmental, and construction supervision
  - Fuel Farm Relocation and Upgrade
  - Medium and Large Corporate Hangar Developments – assessments, design, engineering, environmental, and construction supervision
  - Runway 8/26 expansion project – Land acquisition, environmental, design, and construction
  - Taxiway A rehabilitation – design, engineering, environmental, and construction supervision

**MOJAVE**  
AIR & SPACE PORT  
AT RUTAN FIELD

October 30, 2023

Tim Reid, A.A.E.  
General Manager/CEO  
Mojave Air & Space Port  
1434 Flight Line  
Mojave, CA 93501

RE: RFQ Questions

All,

Last week we were advised of two errors in the RFQ which does not change the scope of the request but has caused some confusion. The following questions were submitted:

- *RFP pg. 3, Section II: “The Scope of Work is outlined in Exhibit A (Airport) and Exhibit B (Spaceport).” The only exhibit attached is Exhibit 1 and it is unclear if there is additional SOW information relevant to this RFP. Please provide Exhibits A & B.*

Response: This was an oversight of the Airport. To clarify there is one Exhibit for the RFQ (Exhibit 1). This exhibit lists the relevant work and samples of potential projects anticipated throughout the course of the project. Exhibit 1 combines both the aerospace and aviation work to be provided under this RFQ.

- *RFP pg. 11, Section V: “A sample of the District’s standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer’s commitment and ability to comply with each of the terms of the District’s standard contract, including but not limited to the following”. No sample contract is included in the current RFP package. Please provide.*

Response: A sample contract has been provided (attached) and posted to our website at [www.mojaveairport.com](http://www.mojaveairport.com).

# MOJAVE

AIR & SPACE PORT  
AT RUTAN FIELD

Should you have any further questions or require clarification, please contact me at [tim@mojaveairport.com](mailto:tim@mojaveairport.com).



Timothy J. Reid, A.A.E.  
General Manager/CEO

Attachment: Sample Engineering on-Call Agreement

## **AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT is made by Mojave Air and Space Port, a California Airport DISTRICT (“DISTRICT”), and \_\_\_\_\_, a \_\_\_\_\_ (“ENGINEER”) as of January 1, 2024 (“Effective Date”).

### **RECITALS**

WHEREAS, the DISTRICT has the need to retain the ENGINEER for various engineering services, including airport and spaceport planning, at Mojave Airport, Mojave, California;

WHEREAS, the DISTRICT desires to employ an ENGINEER for a term of five (5) years from the Effective Date in order to provide consulting and engineering services for various projects or tasks as requested by the DISTRICT; and

WHEREAS, the ENGINEER is a qualified engineering firm licensed in the State of California and desires to perform said work;

NOW, THEREFORE, DISTRICT and ENGINEER agree as follows:

### **AGREEMENT**

#### **1. Engineering Services**

1.1 This contract will serve as a master contract. As work is authorized by the DISTRICT, a task order will be developed and performed as a part of this contract. Each task order will describe in writing the work to be completed (Scope of Work), the time frame to be completed, the fee, and method of payment. Each task order will be executed by both the DISTRICT and the ENGINEER. This is not an exclusive contract, and DISTRICT reserves the right to contract with other persons or firms to provide engineering services, as it deems appropriate in its sole and exclusive discretion.

1.2 ENGINEER shall furnish the technical, expertise, administrative, labor, supplies equipment, and facilities necessary to perform and complete the services pursuant to this Agreement. ENGINEER shall perform the Services using its best efforts, but no less than the level of care and skill exercised by other professionals in the same field.

1.3 ENGINEER shall not modify or provide additional services without DISTRICT’s express written consent. ENGINEER shall not be compensated for services not authorized in writing by the DISTRICT.

1.4 ENGINEER shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of DISTRICT. Except as otherwise specifically approved by DISTRICT, ENGINEER shall include appropriate provisions of this Agreement in subcontracts so rights conferred to DISTRICT by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between DISTRICT and any subcontractor with respect to services under this



Agreement.

## **2. DISTRICT Responsibilities**

The DISTRICT shall:

2.1 Provide access to and make provisions for the ENGINEER to enter upon DISTRICT-owned property, and make reasonable efforts to assist ENGINEER in obtaining access to property not controlled by or in the possession of the DISTRICT, as necessary for the ENGINEER to perform his work under this AGREEMENT.

2.2 Make available to the ENGINEER all technical data in the DISTRICT's possession, including maps, surveys, property descriptions, borings, and other information required by the ENGINEER relating to his work.

2.3 Issue Notice to Airman (NOTAM's) and announcements regarding the impact of the project activities at the Airport, as required for specific project.

2.4 Examine all reports, estimates, drawings, specifications, and other documents presented by the ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

## **3. Compensation**

3.1 The compensation for services provided pursuant to this AGREEMENT shall be negotiated for each respective task at the rate in the Schedule of Fees attached as Exhibit "A". ENGINEER shall be allowed to negotiate an update to the Schedule of Fees no more than annually, to be effective at the beginning of each calendar year.

3.2 ENGINEER shall complete and submit an invoice showing date of work, description of work performed, amount of invoice, and supporting documentation not more than monthly. DISTRICT shall pay the ENGINEER within thirty (30) days of receipt of an invoice. If DISTRICT disputes any part of the invoice, it shall notify ENGINEER within 15 days of receipt of the invoice, but shall pay any undisputed portions of an invoice. DISTRICT shall not be liable for any additional fees, unless it is agreed in a writing signed by an authorized employee.

## **4. Permits & Approvals**

ENGINEER shall obtain permits and approval of all governmental authorities having jurisdiction over the services and such approvals and consents from such other individuals or bodies as may be necessary for the completion of a task, unless otherwise specified in a task order.

## **5. Insurance**

5.1 The ENGINEER shall maintain, at ENGINEER's own expense during the Term, insurance with respect to ENGINEER's business, the premises, and all activities or services in the performance of this Agreement, of the types and in the minimum amounts as set forth below; provided that if ENGINEER carries insurance with higher limits than described below the higher limits shall apply.

5.1.1 Commercial general liability (CGL) insurance written for bodily injury, personal injury, and property damage of \$2,000,000 combined single limit per occurrence.

5.1.2 Business automobile liability insurance insuring all owned, non-owned, and hired automobiles, of \$1,000,000.00 combined single limit per occurrence combined single limit per accident for bodily injury and property damage.

5.1.3 Workers' Compensation: ENGINEER and all subcontractors shall cover or insure all their employees providing the Services in minimum amounts required by law.

5.1.4 Throughout the duration of the Agreement, ENGINEER shall carry professional liability insurance in a standard form, including errors and omission coverage, with a company admitted to do insurance business in the State of California and approved by the DISTRICT. Such insurance shall be on a work basis such that the insurance company is aware of and covers the Agreement. Said insurance shall be written with a minimum limit of \$1,000,000.00.

5.2 The CGL and automobile insurance policies required above shall contain or be endorsed to contain the following specific provisions:

5.2.1 ENGINEER's insurance shall be primary insurance as respects DISTRICT, its directors, officers, employees, and agents, and any insurance or self-insurance maintained by DISTRICT shall be excess of ENGINEER's insurance and shall not contribute to it.

5.2.2 Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to DISTRICT, its directors, officers, employees, and agents.

5.2.3 The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against DISTRICT, its directors, officers, employees, and agents for any claims arising out of the work of ENGINEER.

5.2.4 The policies may provide coverage that contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to DISTRICT under such policies. ENGINEER shall be solely responsible for deductible and/or self-insured retention, and DISTRICT, at its option, may require ENGINEER to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of DISTRICT.

5.2.5 Prior to start of work under this Agreement, ENGINEER shall file with DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage with DISTRICT and its directors, officers, employees, and agents listed as additional insureds. DISTRICT reserves the right to require certified complete

copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.

5.3 All Coverages: Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or ENGINEER or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT, Attention: General Manager.

5.4 All insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the DISTRICT as to the use of such insurer.

5.5 ENGINEER shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. ENGINEER shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by the DISTRICT.

## **6. Status**

ENGINEER is an independent contractor and shall not be considered an employee of DISTRICT.

## **7. Time for Completion**

For all task orders associated with this AGREEMENT, the ENGINEER shall begin work immediately upon receipt of the Notice to Proceed from the DISTRICT. The ENGINEER shall provide DISTRICT with a schedule for each associated task, and shall exercise due diligence in efforts to complete work in a timely fashion.

## **8. Record Retention**

Except for materials and records delivered to DISTRICT, ENGINEER shall retain all materials and records prepared or obtained in the performance of this AGREEMENT, including financial records, for a period of at least three (3) years after ENGINEER's receipt of the final payment under this AGREEMENT. Upon request by DISTRICT, ENGINEER shall make such materials and records available to DISTRICT at no additional charge and without restriction or limitation on their use. ENGINEER shall also make such materials and records available to authorized representatives of the State and Federal governments at no additional charge.

## **9. DOCUMENTATION**

ENGINEER shall prepare and deliver to DISTRICT, at no additional charge, the items of work described in this AGREEMENT to document the performance of this AGREEMENT and shall furnish to DISTRICT such information as is necessary to enable DISTRICT to monitor the performance of this AGREEMENT.

## 10. Ownership of Documents

10.1 All information, data, reports, records, and maps as are existing and available for the carrying out of tasks and work orders, shall be furnished to the ENGINEER without charge by the DISTRICT, and the DISTRICT shall cooperate with the ENGINEER in every way possible during all phases of the work authorized by the DISTRICT.

10.2 DISTRICT is retaining ENGINEER to provide the services on behalf of and for DISTRICT with the understanding that all studies, reports, plans, and other similar documents, in whatever format or medium, prepared by ENGINEER pursuant to this Agreement (the "Materials") are the property of DISTRICT. ENGINEER agrees it has no right, title, or ownership interest in or to the Materials, and expressly waives any such claims; provided, ENGINEER has a non-exclusive license to retain copies of the Materials. If DISTRICT uses any of the Materials furnished or prepared by ENGINEER for any purpose other than that of this Agreement the ENGINEER shall be released from responsibility concerning the use of the Materials. ENGINEER may retain copies of the Materials. DISTRICT may use or reuse the Materials prepared by ENGINEER without additional compensation to ENGINEER. Any Materials given to or prepared or assembled by the ENGINEER under this Agreement shall not be made available to any individual or organization other than DISTRICT by the ENGINEER without the prior written approval of the DISTRICT.

10.3 "Proprietary Information" means technical data, knowledge, patents, marketing data or techniques, cost or pricing information, and ideas that a Party treats as and considers to be unique, valuable, and proprietary, including, without limitation, any information protected under the Trade Secrets Act, 18 U.S.C. § 1905, and information exempt from disclosure under the California Public Records Act, Government Code section 6250, *et seq.* "Proprietary Information" does not include the "Materials."

10.4 Each Party is responsible for identifying in writing all Proprietary Information transferred pursuant to this Agreement. All such Proprietary Information disclosed under this Agreement shall remain the property of, and be deemed proprietary to, the disclosing Party. The receiving Party shall protect and hold in trust for the disclosing Party, and use such Proprietary Information, solely and exclusively in accordance with the terms of this Agreement. A receiving Party shall not be liable for disclosure or use of Proprietary Information if the same:

10.4.1 was in the public domain, through no fault of the receiving Party, at the time it was disclosed;

10.4.2 was known to and available for use by the receiving Party at the time of receipt from the disclosing Party;

10.4.3 is proven by the receiving Party to have been independently developed by the receiving Party;

10.4.4 becomes known to and available for use by the receiving Party from a source other than the disclosing Party; or,

10.4.5 is required to be disclosed by law; provided, the receiving Party shall make its best efforts to notify the disclosing Party prior to the disclosure of the information.

10.5 With respect to Proprietary Information disclosed by one Party to another:

10.5.1 The Parties agree that each shall retain ownership of their respective Proprietary Information and that the other Party shall not acquire any rights therein, except the right to use such Proprietary Information to the extent provided in this Agreement.

10.5.2 Proprietary Information may be disclosed to a third party necessary for completion of the Services, but the third party shall be notified of the provision of this Section 4, which shall be incorporated in any contract with said third party.

10.5.3 In the event of termination of this Agreement, each receiving party shall return to the disclosing party the disclosing party's proprietary information within thirty (30) days of termination.

## **11. TERMINATION**

11.1 This AGREEMENT may be terminated by either party without cause upon sixty (60) days written notice to the other party.

11.2 This AGREEMENT may be terminated by either party by written notice in the event of a default hereunder, provided the defaulting party shall have fifteen (15) days to cure the default. If terminated because of the fault of others than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination, including reimbursements then due. If termination is due to the fault of the ENGINEER, the DISTRICT shall pay for all services satisfactorily received, but is not obligated to pay for services relating to the item of fault.

11.3 In the event of termination of this AGREEMENT, ENGINEER shall provide to the DISTRICT all Materials prepared hereunder regardless of any disputes concerning any sums that may be due ENGINEER, and other items prepared to the date of termination pursuant to this AGREEMENT.

## **12. Abandonment by Engineer**

In the event that ENGINEER ceases performing services under this AGREEMENT or otherwise abandons a task prior to completing all of the services, ENGINEER shall, without delay, deliver to DISTRICT all Materials and records prepared or obtained in the performance of this AGREEMENT, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which DISTRICT incurs or reasonably expects to incur, including attorney fees, as a result of such cessation or abandonment.

## **13. Litigation**

13.1 In the event of any legal action or proceeding arising from this AGREEMENT, the prevailing party in such litigation shall be entitled to costs, expenses, and reasonable attorney fees, including those incurred on appeal and in the enforcement of a judgement.

13.2 This Agreement is made and to be performed in Kern County, California, which shall be the venue for any legal action or proceeding.

**14. Compliance with Laws**

In performing this AGREEMENT, ENGINEER shall (in accordance with ENGINEER's professional standard of care) comply with all applicable laws, statutes, ordinances, rules, and regulations, whether of Federal, State, or local origin.

**15. ASSIGNMENT**

This AGREEMENT shall not be assignable or transferable in whole or in part by ENGINEER, whether voluntarily, by operation of law, or otherwise; provided, however, that ENGINEER shall have the right to subcontract that portion of the services for which ENGINEER does not have the facilities to perform so long as ENGINEER notifies and receives prior written approval from DISTRICT of such subcontracting prior to commencing said services. Any other purported assignment, transfer, or subcontracting shall be void.

**16. Engineer's Liability**

The ENGINEER shall indemnify and hold the DISTRICT harmless from any and all claims, damages, liability, or suits to the extent caused by the negligent acts, errors or omissions of the ENGINEER under this AGREEMENT.

**17. Notices**

Any and all notices or other matters required or permitted by this Contract or by law to be served on, given to, or delivered to either Owner or Engineer by the other party to this Contract must be in writing and will be deemed duly served, given, or delivered when (1) personally delivered to the party to whom it is addressed, or (2) deposited in the United States mail, first-class postage prepaid, addressed as provided below. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

**18. Sole And Only Agreement; Modification**

The parties intend this Agreement to be a final and complete description of their Agreement. This Agreement supersedes any and all prior agreement of the parties, whether written or oral. This Agreement may be amended, altered, modified, revoked, or terminated only by a writing signed by both parties, and by no other means.

**19. Federal Obligation**

It is understood by the DISTRICT and the ENGINEER that the FAA is not a party to this AGREEMENT and will not be responsible for costs, except as agreed upon by the DISTRICT and the FAA under a Grant AGREEMENT for a task.

**20. Certification of Engineer**

The DISTRICT and the ENGINEER hereby certify that the ENGINEER has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

20.1 Employ or retain, or agree to employ or retain, any firm or persons, or

20.2 Pay, or agree to pay, to any firm, person, or organization, any fee, contribution,

donation, or consideration of any kind.

**21. Governing Law**

The construction of this AGREEMENT, and the rights and liabilities of the parties, shall be governed by the laws of the State of California.

**22. Federal Requirements**

22.1 During the performance of this AGREEMENT, the ENGINEER, for itself, its assignees, and successors in interest, agrees as follows:

22.1.1 Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter called "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by reference and made a part of this AGREEMENT.

22.1.2 Nondiscrimination. The ENGINEER, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.

22.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER or the ENGINEER's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

22.1.4 Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DISTRICT, the FAA, or the Comptroller General of the United States to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the DISTRICT or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information. The ENGINEER shall maintain all required records for three (3) years after the sponsor makes final payment and all other pending matters are closed.

22.2 In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this AGREEMENT, the DISTRICT shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

22.2.1 Withholding of payments to the ENGINEER under this AGREEMENT until the ENGINEER complies, and/or

22.2.2 Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

**23. Savings Clause**

If any provision of this Agreement is held void, illegal or unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over the subject matter of this Agreement, the validity of the remaining portions shall not be affected thereby and shall remain in full force and effect. The Parties agree to negotiate in good faith to replace any illegal, invalid, or unenforceable provision with a legal, valid, and enforceable provision that, to the extent possible, will preserve the economic bargain of this Agreement, or otherwise to amend this Agreement to achieve such result.

**24. Authority**

DISTRICT and ENGINEER represent and warrant to the other that (a) it has full legal power and authority to enter into this Agreement and to perform its obligations hereunder, (b) that this Agreement has been duly approved and authorized by all requisite action of the Party, and (c) this Agreement has been duly executed and constitutes a valid and legally binding obligation of the Party.

IN WITNESS WHEREOF, DISTRICT and ENGINEER have made and executed this AGREEMENT as of the day and year first written above.

**Mojave Air and Space Port**

**[engineer]**

By \_\_\_\_\_  
[name, title]  
1434 Flightline  
Mojave, CA 93501  
Attn:  
Email:

By \_\_\_\_\_  
[name, title]  
[address]  
[address]  
Attn:  
Email:



**MOJAVE**  
AIR & SPACE PORT  
AT RUTAN FIELD

November 9, 2023

**RE: MASP RFQ Questions II**

All,

The following questions were submitted regarding the RFQ:

- **PROPOSAL INFORMATION EXCLUDED FROM PUBLIC REVIEW:** The California Public Records Act excludes US government-controlled information and Trade Secrets from public inspection. In this context, will the District please clarify the RFP's third paragraph on page 9 of 11 starting with "If the District receives ..." should ITAR-controlled methodologies for FAA-spaceport licensing be described in the proposal?

The District will comply with the Public Records Act and other applicable law regarding the disclosure of information. If the Proposer believes its submittal will include information exempt from disclosure it should identify that specific information.

- **COST DATA SUBMISSION CLARIFICATION:** What is expected (qualitative or quantitative) in a proposal response to Section IV, fourth bullet point on RFP page 8 of 11

A listing of contracts which demonstrates your depth and breadth of experience working at similar air and space ports. This is a qualitative evaluation.

and Section V, item #13 on RFP page 11 of 11? Is this On Call RFP subject to FAA AC 150/5100-14E (REV1 2015) protocols / procedures?

Yes.

- **DISTRICT TERMS AND CONDITIONS CLARIFICATION:** Although a question was already asked and answered about this paragraph by the District, would the District please clarify if there was supposed to be a list of T&Cs that must not be modified or objected to, given the end of the paragraph immediately after item #16 on RFP page 11 of 11, that reads "... , including but not limited to the following "?

As addressed before, this was a typo in the original advertisement. A list is provided in Exhibit 1.



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- SERVICES REQUIRED (SECTION IV) CLARIFICATION: In item #4 and item #6 on RFP page 10 of 11, there is reference to Section IV scope. Item #4 starts with the statement “Describe your philosophy and service model for meeting the services required by the District, as listed in Section IV, above” and item #6 refers to “... the scope of work and related requirements listed in Section IV, above ...”. Section IV is titled “Procedure” and describes the “... general RFP procedure ...”. Given the subject of Section IV, please clarify if the reference to Section IV should be Section II, Exhibit 1, and/or another part of the RFP?

If you read the requirements under Section IV I am confident you can answer this question. For example, the first bullet under Section IV includes: “Firm qualifications and experience, including capability and experience of key personnel and experience with other public agencies to provide these services.” In this case we expect a response that includes what kinds of projects and personnel have direct experience working with air & space ports, and how that experience directly correlates to the scope of this RFQ.

- CLARIFICATION BETWEEN ITEMS 4 and 5: Will the District please clarify their intent on the information they seek in item #4 versus item# 5 in the RFP, page 10 of 11?
  4. “Describe your philosophy and service model for meeting the services required by the District, as listed in Section IV, above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and monitoring, etc.), and equipment or other resources provided by you (if applicable).”

This paragraph directly addresses the staffing requirements proposed by your company and how you will accomplish the work with that designated staff.

5. “Describe how you will fulfill the needs of the District included in this RFP. “

This is a broad question but enables your company to expand upon how your background, staff, and subcontractors can meet the needs of the airport. What sets you apart from the other parties?

- REFERENCE TO LONE PINE: Will the District please clarify the reference to Lone Pine in item #12 of Section III on RFP page 6 of 11?

The intent of this section is to draw attention to what costs are permissible if your team were to need to work overnight locally for work at Mojave. In the example given (Lone



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Pine) the town is 114 mi from Mojave, and I suspect this has been an issue in the past. The Airport wants the interested parties to take into consideration costs associated with the logistics side of the contract, and to ensure all parties are aware we do not want to incur excessive costs for things like travel.

- SECTION II CLARIFICATION: Will the District please clarify that item #4 of Section II, RFP page 3 of 11, is meant to be sub-item h, of item #3?

No clarification needed. This is very straightforward. The firm shall be knowledgeable of:

- a. Airport Master Planning
- b. Spaceport Master Planning
- c. High Speed/Hypersonic Planning
- d. Airspace and complex airspace requirements including work reviewing and making recommendations in accordance with FAR Part 77 and/or ALUCP with Kern County
- e. Federal, State, and Local laws pertaining to airport and spaceport architectural and engineering requirements.
- f. Federal and California State Airport Improvement Programs including Grant Assurances
- g. Land acquisition requirements with the FAA and State/Local entities

#4 is in addition to the items in 3 and applies to all applicable laws. For instance, the firm does not have a conflict of interest in contracting with the District.

- MISSING SUBSECTION IN SECTION III: Will the District please clarify if there is a missing subsection #7 in Section III, page 4 and 5 of 11? Or should the paragraph starting with “If a proposer discovers ...” and the paragraph that follows, be numbered subsection #7?

Thank you for the clarification as it appears to be a typo. Section 7 is not included in this RFQ.

- CLARIFICATION ON REQUEST FOR FTEs (SECTION V, ITEM #2): On page 10 of 11, please clarify the information the District would like for us to submit. We note the assignment of full time equivalents (FTEs) is a function of the job(s) that are contracted to be performed, over the time required to do the job(s), assuming there are available or programmed funds. The RFP does not identify the comprehensive list of projects over the five year period of performance, nor anticipated funding levels. Does the District wish to know how many and what types of employees are available to draw upon for this specific On Call contract?



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“How many full-time employees (FTEs) do you plan to assign to this project if you are selected?” It is the responsibility of the applicants to forward an estimate of FTEs required based on the information provided. We are aware this could be varied based on tasks assigned; however, it is the responsibility of the applicant to submit plans for their manpower, including conditions that would necessitate growth or expansion of their team to achieve the goals of the tasks assigned.

A handwritten signature in blue ink, appearing to read "T. Reid".

Timothy J. Reid, A.A.E.  
General Manager/CEO  
Mojave Air & Space Port