Letter of Addendum

TO: All Offerors
FROM: Kimela Miller
DATE: November 3, 2020
RE: RFP Number: 2110005E - Amendment #3
Commodity: Playas Electronic Attach and Cyber Environment (PEACE) – Information Warfare Support Systems and Services

Please check the NM Tech website often for updates on this RFP.

Q1) Cost – Several Travel and Freight costs will be less for in-state responders. In addition to the 5 and 10 point advantage for in-state responders, this will also provide an advantage for in-state responders. Therefore, will travel and freight costs be weighted so that in-state responders are not provided even more of an advantage?

A1) We do not rate shipping costs.

Q2) Experience and Past Performance 4.1.1-page 5 - The RFP requires the offeror to “furnish three (3) examples of previous projects similar to the requirements stated in NM Tech’s SOW.” The evaluation criteria state, “The previous work experience for the firm will be evaluated for their similarity to the requirements of NM Tech as stated in the SOW.” Is it NMT’s intent for the offeror to submit three past performance examples in total? Or three per each of the five task areas (for a total of 15 references)?

A2) Just three in total, more if you like. None of them should be NMT sources.

Q3) SOW Section 17 - NMT does not provide enough detail to establish estimated prices for equipment. How shall the responder submit prices for materials?

A3) Provide estimates based on past performance. Also, you can provide a schedule of various materials.

Q4) SOW Section 17 - This SOW is essentially wide open. Is it NMT’s intent that the responder provide labor rates or specific hours by category?

A4) The project has many variables. Yes, labor rates would be sufficient.
Q5) Cost 4.1.1 - Does NMT intend to supply offeror with a spreadsheet or more detailed guidelines for costing?

A5) No.

Q6) Key Personnel 4.1.1 - For how many key personnel positions should the offeror provide resumes? Will NMT be specifying the positions and providing requirements for each?

A6) Project leads and key personnel.

Q7) Key Personnel 4.1.1 - Does NMT plan to provide Labor Categories so that the offeror can properly price and staff the proposed work?

A7) No.

Q8) Submission Page 1 - The requirement of a hard copy submission adds cost, time, and contradicts and does not comply with the Government’s paperwork reduction/submission initiatives. Will NMT allow an electronic proposal submission rather than a hard copy submission?

A8) If NMT were set-up with the proper software to allow electronic submittal, we would. Until that happens, hard copy is permitted under state law.

Q9) Schedule - Per the provided schedule, questions from offerors are due on October 26, with an expected response back from NMT on the 27th. The due date is one week later. Assuming the Q&A are released one week before the due date, will NMT provide a two week extension so that the offeror(s) can incorporate any changes brought about by the Q&A/addendum(s)?

A9) The RFP has been extended to November 17, 2020.

Q10) General 4.1.1--page 5 - Do the main identification numbers detailed in this table constitute three separate volumes or three sections within one comprehensive document?

A10) Sections.

Q11) SOW 17.4, page 13 - This section states, “With delivery of the systems, the contractor will support training with NMT, customers and receiving unit to validate system performance and user operations.” Will NMT please elaborate on system performance validation? Please provide clarification as to whether this statement intends to imply customers will be evaluating end products and whether it meets user needs; or if it is intended to imply whether the EMS and EW/IW capabilities provided by the contractor meet user or NMT needs.

A11) It is anticipated there will be NMT, customers and receiving units. Systems need to be validated they can perform what has been stated. Also, training and support will be necessary.

Q12) SOW 17.4, page 13 - What types of support will the contractor provide to the receiving unit?

A12) Same as provided to NMT.

Q13) SOW 17.4, page 13 - Will the support be limited to on-site, or will it include support pre/post planning/reporting offsite activities?

A13) All aspects.
Q14) SOW 17.4, page 13 - Is it assumed the support is related to the systems being delivered by the offeror or support of all systems? Will NMT provide offerors with a comprehensive list of systems?

A14) Systems being delivered.

Q15 SOW 17.5, page 13 - This section states, “NMT will be utilizing the aforementioned information to develop an operational and business model for environment management and sustainability. The contractor will assist NMT with the development of those models.” Can NMT please elaborate on the meaning of “environment management and sustainability”?

A15) Operational and maintenance costs and cost recovery methods.

Q16 SOW 17.5, page 13 - Does the environment referenced in this section relate to the business environment or to nature? If related to nature, will NMT provide more details so offerors can provide correct resources?

A16) It is related the business model of the EW/Cyber environment.

Q17) SOW 17.4, page 13 - The RFP states, “With delivery of the systems, the contractor will support training with NMT, customers and receiving unit to validate system performance and user operations. The training will take place at the Playas, NM and Socorro, NM facilities.” Can NMT please clarify the types of training the contractor shall provide the receiving unit and where the training will occur?

A17) Same as NMT. Where the system will be used. It may be remotely delivered, if appropriate.

Q18) SOW 17.4, page 13 - In reference to the training mentioned in section 17.4, can NMT please state the training documentation the offeror is expected to deliver?

A18) Documentation necessary to adequately use and operate the delivered system.

Q19) SOW 17.4, page 13 - Can NMT please provide a comprehensive list of systems for which the offeror is required to provide training?

A19) No. Systems that relate to the type of environment being developed. The types and lists of systems needed will be developed throughout the duration of the project.

Q20) Agreement Page 22-28 - Is it correct to assume that the Professional Services Agreement is to be filled out only if an offeror is selected and that it is not to be included in the offeror’s submission?

A20) It is for informational purposes at this time. It will be completed with the successful offeror(s).

Q21) Cost 4.1.1--page 5 - Does NMT expect to award this work under a T&M or CPFF contract?

A21) T&M

Q22 Forms Page 21 - Does NMT require that the Non-Collusion Affidavit be notarized?

A22) No.

Q23) T&Cs 5.13.1 - Proposal amounts are to exclude any applicable GRT. If GRT is applicable to include via a separate item on the itemized list. 1. How is GRT handled via an evaluation perspective? 2. This is the only reference to an itemized list. Is there a sample format required for this list.
A23) Since tax varies, we do not ask for it to be included and it is not part of the evaluation. NMT is tax exempt on goods but not services and construction as a Type 9 on our NTTCs.

Q24) T&Cs 5.2 – “NMIMT reserves the right to reject any offer outright even if technically superior, if such offer exceeds NMIMT’s available resources.” NMT has not provided any NTE parameters. Please confirm that, in the event our proposal is found to be technically superior, there will be an opportunity to discuss further in order to attempt to align with NMIMT’s resources. This is somewhat addressed in 5.5 and further in 6.2, but gives no assurances to the offeror – which seems needed given only a general scope was provided.

A24) If we find that the work in the RFP exceeds the budget by more than 10%, we will reject the offer. However, if the amount is less than 10%, we can negotiate to bring it more in line with our budget.

Q25) Instructions 1.9 - The RFP states, “If a Proposer has assisted with the development of the proposal or has provided specifications, that Proposer MAY NOT submit an offer.” Should this state “If a Proposer has assisted with the development of the request for proposal or has provided specifications, that the Proposer may not submit an offer”? Please clarify.

A25) Here is the exact language from the Governmental Conduct Act.

“10-16-13. Prohibited bidding. No state agency or local government agency shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a state agency or local government agency shall exercise due diligence to ensure compliance with this section.”

Q26) Government Flow Down Provisions, 14.1- We believe all contracts have been updated to include FAR 52.204-25 (AUG 2020)? Many of the clauses provided by NMT in this RFP are out of date. Is the offeror to examine the clauses as the current version in the FAR or as specified in the RFP?

A26) See end of this document.

Q27) Could the customer please describe the type of contract to be awarded (i.e. Firm Fixed-Price, Cost Plus Fixed Fee, Time & Materials, etc)?

A27) T&M

Q28) 17.9 Security - Are offerors expected/required to have “safeguarding” capabilities at the contractor facility?

A28) They will be required to safeguard needed materials at the offer’s facility.

Q29) 10. Term - Does the customer have an estimated contract start date?

A29) January 4, 2021

Q30) 16.5 Travel/TDY - “Estimated travel as described below is required as part of contract performance and should be reflected in the contractor’s proposal for travel.” To ensure a fair evaluation, would the customer consider creating a separate CLIN for travel costs and provide offerors with a “plug” number?

A30) Travel must be on its own line item.
Q31) RFP - The RFP provides somewhat limited details as to the required activities and end state, does the government require a complete end-to-end solution developed as the technical response to the RFP, or does the government prefer adequate staffing required to develop the end-to-end solution during the contract lifecycle?

A31) There is not a required end state. The environment is being built with various capabilities and research and development is being done to measure efficacy. From that point, it will be determined if a full-scale capability is going to be utilized.

Q32) 17.1 Task 1 - As outlined in the customer’s RFP document, the contractor is expected to “… deliver experimentation/training systems…” Is the contractor expected to procure and deliver the equipment/systems/capabilities identified in paragraph 17.1? Discussion: The RFP document does not provide enough specific technical information for offerors to be able to source and price these systems accurately.

A32) The offer may be required to procure systems, if needed. There is not technical detail available at this point. There is ongoing RDT&E.

Q33) 17.2 Task 2 - Per the customer’s RFP document, the contractor is expected to “… deliver experimentation/training systems…” Is the contractor expected to procure and deliver they equipment/systems/capabilities identified in paragraph 17.2? Discussion: The RFP document does not provide enough specific technical information for offerors to be able to source and price these systems accurately.

A33) The offer may be required to procure systems, if needed. There is not technical detail available at this point. There is ongoing RDT&E.

Q34) 17.3 Task 3 - The RFP document states, the contractor is expected to “… deliver experimentation/training systems…” Is the contractor expected to deliver all the required equipment/systems/capabilities at the beginning of the contract performance period?

A34) Depending on requirements, to be determined.

Q35) 17.1-3 - Found in the customer’s RFP document, the contractor is expected to “… deliver experimentation/training systems…” Is the contractor expected to deliver all the required equipment/systems/capabilities at the beginning of the contract performance period?

A35) Depending on requirements, to be determined.

Q36) 17.5 - Contractor Furnished Items and Responsibilities: The Contractor shall furnish all personnel, facilities, equipment and supplies unless otherwise provided by NMT. The contractor shall propose resources to address requirements for this contract. Discussion: The customer has not provided enough detail for offerors to understand the scope and magnitude of the customer’s equipment requirements.

A36) Computer equipment with the ability to send, receive and store CUI information. Word processing software, spreadsheets and what is needed to develop PID/SOC and business development.

Q37) Is the offeror expected to propose pricing for certain numbers/types of equipment?

A37) No.
Q38) What is the disposition of the equipment? Does it become customer property, or government property? Is the customer expected to provide the equipment for the duration of the contract?

A38) It is owned by NMT, unless otherwise noted.

Replace Government Flow-Down Provisions with the following:

GOVERNMENT FLOW-DOWN PROVISIONS

The resulting order is subcontracted under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part, of the terms and conditions of the resulting order. In the event of any conflict between previously referenced terms and conditions and the Government Flow-Down Provisions, the Government Flow-Down Provisions take precedence. The clauses contained in the following paragraphs of the Federal Acquisition Regulations (FAR) are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term “contract” shall mean “this order”, the term “contractor” shall mean “Seller” and the term “Government” and “Contracting Officer” shall mean “New Mexico Institute of Mining and Technology (NMIMT) and the “Chief Procurement Officer” respectively. The following provisions of the FAR apply at the specified order dollar amounts:

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<tr>
<th>Title</th>
<th>Applicability</th>
<th>FAR Reference</th>
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<td>Equal Employment Opportunity</td>
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<td>All R&amp;D Orders</td>
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All Offerors are required to confirm the receipt of this amendment in their response. All other terms and conditions of the RFB remain unchanged.

Xc: File