



The New Mexico Institute of Mining and Technology (NMIMT)
Request for Proposal (RFP)

PROJECT NAME: Services - Business Case Analysis for Air Education Training Command (AETC)

PROPOSAL NUMBER: RFP 2306013A

RFP DUE TIME AND DATE: July 23, 2023 at 2:00 PM (Local Time)

PURCHASING CONTACT: Kimela Miller, Chief Procurement Officer
575-835-5881
kimela.miller@nmt.edu

LOCATION: New Mexico Institute of Mining & Technology
Attn: RFP #2306013A
Brown Hall, Rm 110
801 Leroy Place
Socorro, NM 87801

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1. INSTRUCTIONS TO PROPOSERS

1.1 It is the Proposer's responsibility to deliver their offer by the date and time indicated in this Request For Proposal (RFP). The date and time of receipt will be stamped on the offer by the Purchasing Services Office and held in a secure place. Offers received later than the due date and time shall not be considered. Offers submitted by fax or email shall not be considered. Proposers should never leave a offer with any NMIMT office or NMIMT individual for delivery to the Purchasing Services Office.

1.2 This RFP contains specific requests for information. However, in responding, Proposers are encouraged to include in their offers any additional information they believe relevant and valuable. Sales and general promotional material should not be included, specific product literature may be included. The offer must be specific and must be responsive to the criteria set forth in this request. There is no page limit, but please be concise.

1.3 Clarification of instructions, terms and conditions, insurance, and preparation or submission of offers shall be made only by the Purchasing Services Office. No other source within NMIMT is authorized to explain, interpret, or give information concerning this RFP document. Further, no contact between the proposers and the end-users of the goods or services is permitted until an offer is selected and a contract signed. Questions must be submitted in writing and should be restricted to clarification of the RFP. Proposers should reference their questions to specific RFP sections, paragraphs and page numbers. Questions may be faxed to 575-835-5887 or emailed to purchasing@nmt.edu. **All questions must be submitted no later than 5:00 P.M. seven (7) calendar days before the proposal is due.** Questions and their answers will be incorporated into an addendum which will be posted on the Purchasing website at <http://www.nmt.edu/purchasing-services>. Receipt of addenda must be noted on the Proposer's offer confirming the receipt of any and all amendments.

1.4 This RFP implies no obligation on the part of NMIMT, nor does NMIMT's silence imply any acceptance or rejection of any offer. NMIMT reserves the right to accept or reject any or all offers or any part thereof, and to waive any technicalities or informalities in the offer if in the best interests of NMIMT. Incomplete offers may result in dismissal of all or part of the response.

1.5 The offer should be delivered to the Purchasing Services Office at the address shown on page 1. A total of one (1) **original and one (1) thumb drive** are required. **Please ensure the signature is original by using a colored ink pen.** The completed offer must be in a sealed envelope or box marked with "Request for Proposal" and corresponding RFP number. Note: the Purchasing Services Office is closed at lunch M-F from noon until 1:00 p.m. if hand delivering, please time your arrival accordingly.

1.6 Each offer must give the complete mailing address of the Proposer and must be signed by the Proposer with the Proposer's legal authorized signature on the forms included in this RFP, electronic signatures are not acceptable. An offer by partnerships must be signed by one of the members of the partnership or by an authorized representative. Offers by corporations must be signed and sealed in the name of the corporation followed by the signature and title of the president, secretary or other person authorized to bind the corporation in the matter. The names of all signers should be typed or printed below the signature. **Unsigned offers or those with electronic signatures will be considered non-responsive and returned to the Proposer.**

1.7 Offers will not be opened publicly but shall be opened in the presence of the Chief Procurement Officer and one or more NMIMT representatives.

1.8 Offers will be evaluated on their ability to satisfy the requirements stated herein at the best obtainable price. The precise method by which the Proposer shall be evaluated is detailed further in this document.

1.9 If a Proposer has assisted with the development of the proposal or has provided specifications, that Proposer MAY NOT submit an offer.

1.10 Each offer must be typed and legible. Failure to include all information requested in the RFP documents may render the Proposer's offer non-responsive and the offer may be returned to the Proposer. All information must be entered in ink or typed and corrections must be initialed.

1.11 No employee of NMIMT shall have any direct financial interest with any Proposer's company. Any violation of this provision will render the offer void unless it is approved by the Board of Regents after full disclosure by the employee.

1.12 Proposer’s response must be specific and in such form that the evaluation committee may readily compare the response to the appropriate criteria. If invited for an interview or product demonstration regarding this proposal, failure to respond to an invitation to make a presentation to the committee may result in an offer not being considered.

1.13 Proposer’s offer must be bound and indexed and must use, where required, the forms provided in the RFP. Proposers should organize each copy of their offer as follows, with a tab / section for each alpha designation and its title, in order to simplify evaluation. If the required format is not followed, the offer may be eliminated from consideration.

1.14 The Chief Procurement Officer will make every effort to adhere to the following schedule however the schedule is subject to change.

Action	Responsibility	Date
Issuance of Request for Proposal	NMIMT Purchasing	June 23, 2023
Mandatory Pre-Proposal Conference and Site Visit	NMIMT Purchasing Proposer	N/A
Deadline for Questions	Proposer	July 17, 2023 @5:00 PM (local time)
Deadline for Addendum(s)	NMIMT Purchasing	July 18, 2023 @5:00 PM (local time)
Submission of Offer	Proposers	July 25, 2023 @2:00 PM (local time)

2. MODIFICATION AND WITHDRAWAL OF OFFER

2.1 Any offer may be modified prior to the established due date in accordance with the requirements of the New Mexico Procurement Code 13-1-1 et seq. NMSA 1984 Supp. A late modification of an otherwise successful offer that makes its terms more favorable to NMIMT will be considered at any time it is received.

2.2 If not withdrawn before the proposal opening date and except as otherwise provided in the Procurement Code, no Proposer may withdraw its offer within ninety (90) days after the actual date of the opening. Prior to award, offers may be withdrawn anytime by written notice or in person by Proposer’s authorized representative.

2.2 No Proposer shall be deemed responsible if it has been debarred by NMIMT, if in the preceding twelve months it has failed to perform any contract, or if Proposer’s bonding company has been required to complete the work of a contract for Proposer.

3. RFP TERMINATION

3.1 This RFP in no manner obligates NMIMT to the eventual purchase of any services or goods described, implied or which may be offered, until confirmed by a written contract. Progress towards this end is solely at the discretion of NMIMT and may be terminated without penalty or obligation at any time prior to the signing of a contract. NMIMT reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals.

4. EVALUATION CRITERIA

4.1 Offers shall be evaluated by a committee comprised solely of three to five (3-5) NMIMT employees. Offers must address each of the following criteria. Each offer may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If offer is a Joint Venture, Proposer shall state in submitted offer the percentage of work that will be performed by Resident Business and / or Resident Veteran Business. Please Note: A Proposer cannot be awarded both a resident preference and a resident veteran business preference. Proposers shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation and Revenue. Offers will be evaluated by NMIMT on the following factors:

4.1.1

Identification Number	Evaluation Criteria	Basis of Evaluation	Weight
1.0 Experience and Past Performance			25%
1.1 Ability to provide the requested service	<p>The Proposers should have extensive experience, the ability, and capacity to provide a Virtual Information Service Officer. Furnish three (3) examples of previous projects similar to the requirements stated in NM Tech's SOW. The information should include the following:</p> <ul style="list-style-type: none"> a. Name and location b. Name, address, email address and telephone number of owner's representative c. Project description 	The previous work experience for the firm will be evaluated for their similarity to the requirements of NM Tech as stated in the SOW. In addition, customer satisfaction will be evaluated.	
2.0 Approach to Providing Deliverables			25%
2.1 Approach	Proposer should describe/enumerate the approach(s) that the proposers would be utilized to provide the required deliverables as described in the SOW.	Overall methodology to be employed; analytical procedures to be used; problem solving techniques used to provide deliverables.	
2.2 Resumes	Proposer is to provide resumes for the all proposed key personnel that would include their education, qualifications / certifications, tenure with the company, and experience with projects of this size and complexity.	Resumes will be evaluated to determine the adequacy of the individual / firm being offered. Adequacy will be determined by reviewing such factors as: <ul style="list-style-type: none"> a. Applicable experience towards the proposed. b. Education Experience/Qualifications with projects similar in nature and size. 	
2.3 Additional Services	Any additional services included at the price given, but not specifically asked for in the SOW.	Extra weighting may be given for additional services not explicitly stated in the SOW, if NMT finds value in them. If NMT doesn't find value in those services for any reason, this will be discounted, but not held against the applicant.	
3.0 Cost			25%
3.1 Cost Reasonableness	Proposals should include sufficient cost detail to provide the service requirements of this RFP. Cost assumptions made by the Proposer should be explained in sufficient detail	Cost will be considered in the overall evaluation of proposals regarding cost consciousness, cost realism, probable costs, cost reasonableness, financial adequacy, and understanding of the	

	to confirm the Proposer’s understanding of the financial risks and cost elements to meet the requirements of the SOW.	contract requirements as reflected in the cost and financial information. Proposals which do not reflect a reasonable relationship of cost to the work to be performed may be viewed as a failure to comprehend the contract requirements.	
4.0 Interview/Compatibility			25%
	Presentation about approach, products and services being provided, and interviewing the personnel that will be providing the remote services.	The overall fitness and compatibility to work with the university overall. Considered are the presented approach to the services, communication skills and compatibility of the personnel and their ability to provide the services offered, and ability to communicate effectively and appropriately with staff. If staff providing services are not available, this may be considered a failed interview.	

4.2 The price portion of the offer shall remain sealed until the evaluation committee has completed its evaluation of the technical portions for all Proposers and has prepared technical scores for each. The evaluation committee will evaluate each Proposer’s offer and then establish, by consensus, percentage points for each evaluation criteria. Award will be made to the Proposer(s) who receives the highest total score.

5. TERMS AND CONDITIONS

5.1 General

5.1.1 NMIMT’s Terms and Conditions are an equal and integral part of this RFP.

5.1.2 This RFP, addenda, and all attachments will be considered to be part of and incorporated into the resultant contract or purchase order by reference.

5.1.3 The Proposer shall include all applicable costs in their proposal, including but not limited to licenses, materials and labor.

5.1.4 The freight terms shall be Freight Prepaid unless otherwise agreed to at the time of award. The F.O.B. will be destination unless otherwise agreed to at the time of award.

5.1.5 This RFP constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered or amended in any way except as provided for this RFP. This RFP and the resultant contract will be interpreted and governed by the Laws of the State of New Mexico.

5.2 NMIMT reserves the right to select the combination of goods and services that appear best-suited to meet the needs of NMIMT. NMIMT reserves the right to reject any offer outright even if technically superior, if such an offer exceeds NMIMT’s available resources.

5.3 In evaluating the responses, the Purchasing Services Office reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract to the Proposer that best serves the interests of NMIMT.

5.4 Expenses for developing offers, pre-proposal and site visits, and for demonstrations, if requested, are entirely the responsibility of the Proposer and shall not be chargeable in any manner to NMIMT.

5.5 NMIMT reserves the right to negotiate a change in Proposer’s representative if the assigned representative is not supplying NMIMT’s needs adequately. The right shall carry forward through the RFP period and the full time during which the service acquired as a result of the Request for Proposal is provided to NMIMT.

5.6 If Propoposer’s offer is accepted, the offer and appropriate modifications will be incorporated in the contract entered into between NMIMT and Contractor.

5.7 The Purchasing Services Office will contract for the proposed goods and / or services from the selected Contractor. Third-Party Subcontractors to the Contractor will be expected to comply with all terms and conditions of the award. During the term of the agreement, no work is to be performed by the Contractor without the express written consent of the Purchasing Service Office. Any work performed without written authorization shall be at the Contractor’s expense. Any resulting agreement will be the exclusive statement of understanding between the parties with respect to its subject matter and shall consist of the following, in order of precedence:

- 1) NMIMT RFP# 2306013A, all addenda, and all federal requirements
- 2) Proposer’s Offer

5.8 NMIMT shall reserve the right to terminate any contract entered into as a result of the RFP at any time by giving thirty (30) days written notice of its intent to cancel. In the event the Contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, NMIMT shall notify the Contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the Contractor must submit, in writing, why such corrective action has not been performed. NMIMT reserves the right to determine whether or not such non-compliance may be construed as a failure of performance of the contract.

5.9 The Proposer must state those standard terms and conditions which the Proposer will expect NMIMT to consider. Any deviation from proposal specifications must be clearly identified by the Proposer. This RFP will prevail in the event of a conflict between the Proposer’s offer and the RFP. NMIMT will consider but is not bound by any Proposer’s standard terms and conditions. If an impasse occurs, the offer shall be disqualified.

5.9.1 Any proposed changes to the terms and conditions attached to this RFP including the additional terms and conditions must be stated in Offeror’s proposal in a Section marked “TERMS AND CONDITIONS.” Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response, will not be entertained by NMIMT at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract, will be ineffective and inapplicable.

5.9.2 NMIMT reserves the right to reject a proposal on the basis the compromising language which cannot be accepted by NMIMT. Any additional terms and conditions which may be the subject of negotiation will be discussed only between NMIMT and the successful Offeror and shall not be deemed an opportunity to amend the Offeror’s proposal.

5.10 It shall be each Contractor’s responsibility to provide for the safety of workers and public in compliance with the requirements of insurance and public health and safety.

5.11 The selected Contractor(s) shall be required to provide insurance certificates to the Purchasing Services Office as part of the resulting contract. Coverage must be maintained in full force for the duration of the contract, or until complete and successful performance of the contract is acknowledged by NMIMT. The following minimum amounts are required:

WORKER'S COMPENSATION - Minimum by Statute

COMMERCIAL GENERAL LIABILITY - INCLUDING CONTRACTUAL

Single Limit	\$500,000 OR
Bodily Injury Liability	\$100,000 each person and \$500,000 each occurrence
Property Damage Liability	\$100,000 each occurrence

COMPREHENSIVE AUTOMOBILE - Including Owned and Non-owned

Single Limit	\$500,000 OR
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Bodily Injury Liability	\$100,000 each person and \$500,000 each occurrence
Property Damage Liability	\$100,000 each occurrence

5.12 Each party will be solely responsible for its liability for bodily injury, including death, or damage to property under the common law or statutory law of New Mexico and for only its own attorney fees and costs arising from the act or failure to act of such party or of its regents, directors, members, shareholders, officers, agents and employees pursuant to this Agreement; provided however, the foregoing obligation is a statement of responsibility pursuant to common and statutory law only and does not constitute an agreement to indemnify. The liability and responsibility of New Mexico Institute of Mining and Technology shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4- through 41-4-27, and of any amendments thereto, and shall be construed and applied in accordance with the laws of the State of New Mexico, irrespective of the conflict of law and choice of law principles of New Mexico or any other jurisdiction.

5.12.1 The Contractor shall adhere to the Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupation Health and Safety Regulations, and Radiation Control Bureau regulations that apply to work performed under this proposal. The Contractor shall defend, indemnify, and hold NMIMT free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs, and attorney’s fees.

5.13 NMIMT is an agency of the State of New Mexico. In accordance with State Statutes, Sections 7-9-13 and 7-9-54, sales of tangible personal property to NMIMT are specifically exempted from New Mexico Gross Receipts Tax. This exemption does not apply to the purchase of services, leases of property, or items purchased for a construction project.

5.13.1 All proposal amounts shall EXCLUDE any applicable Gross Receipts Tax. If the resulting contract is taxable, show the amount of the tax as a separate item on the itemized list.

5.13.2 Federal Registration #: 85-6000-411 New Mexico Identification #: CRS 01-507116-002

5.13.3 A Nontaxable Transaction Certificate (NTTC) can be obtained from NMIMT by sending a request to purchasing@nmt.edu along with company name, address and TIN or NM CRS number.

5.13.4 When appropriate, Contractor agrees to certify to the County of Socorro that all applicable Gross Receipts Taxes (“GRT”) have been reported and paid under location code 25-025 in the unincorporated areas of Socorro County. Contractor agrees to certify to the City of Socorro that all applicable Gross Receipts Taxes (“GRT”) have been reported and paid under location code 25-125 for work performed in the incorporated areas of Socorro.

5.14 In accordance with NMSA 13-1-129, Proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Contractor. Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting entity with no obligation by NMIMT.

5.15 The Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices. Submission of the information required is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986. More information regarding the employment requirements can be found at the following website: <http://www.uscis.gov/files/form/i-9.pdf> **NMIMT’s E-Verify Company ID Number is 165512**

5.16 Any Contractor and Subcontractor(s) working on a contract(s) entered into subsequent to this RFP shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to its hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, national origin, race, religion, gender, sexual orientation, or veteran status.

5.17 During the term of this agreement, NMIMT reserves the right to contract with the awarded Contractor for additional services as required. Such services shall be performed by mutual consent of the parties and shall be documented by addendum to the contract.

5.18 NMIMT reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three (3) years following the expiration or termination of the agreement. Such audit may be conducted by NMIMT personnel or a third party under contract with NMIMT. NMIMT shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from NMIMT the Contractor agrees to fully cooperate with the auditors.

5.19 Unless otherwise specifically stated by the Proposer, all equipment, materials, supplies and workmanship furnished or installed is to be free of defects and Proposer shall agree to replace solely at his / her expense any and all defective equipment, parts, etc. within a one (1) year period after the date of acceptance of the items and / or installation unless otherwise agreed to in writing at the time of award. Proposer also warrants the materials, supplies or services furnished to be exactly as specified in the order, free from defects and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by offeror. All applicable UCC warranties express and implied, are incorporated herein.

5.20 The performance of the Contract by NMIMT is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. NMIMT's decision as to whether sufficient funds are available and whether sufficient appropriations and authorizations have been made shall be made in good faith and in its sole discretion, shall be accepted unconditionally by the Contractor, and shall be final. If NMIMT decides that sufficient funds are not available and / or sufficient appropriations and / or authorizations have not been made, it shall notify the Contractor of its decision in writing and may either terminate the Contract or propose modifications to accommodate the insufficient funds and / or appropriations and / or authorizations. If NMIMT proposes modifications, the Contractor shall within thirty (30) days after receiving NMIMT's notice give NMIMT written notice that it has elected either to (i) accept the proposed modifications or (ii) terminate the Contract. If the Contractor fails timely to give such notice, it shall be deemed to have accepted the proposed modifications. In no event shall NMIMT be liable for any financial or other penalty on account of any termination or modification of the Contract as a result of insufficient funds, appropriations or authorizations.

6. DISCUSSIONS WITH PROPOSERS AND AWARD

6.1 The Procurement Code permits, and NMIMT reserve the right to conduct discussions with any or all Proposers, or to make an award of a contract without such discussions based only on evaluation of the written offers. NMIMT likewise reserves the right to designate an Evaluation Committee in evaluating the offers according to the evaluation criteria. NMIMT shall make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

6.2 If NMIMT is unable to negotiate a contract with the one selected as most qualified, negotiations will be terminated at the discretion of NMIMT. Negotiations will then be initiated with the next most qualified, or the procurement process will be terminated and new proposals requested.

7. PROCUREMENT CODE

7.1 This award shall be made pursuant to the provisions of the Procurement Code governing procurement of goods and services. Please note that Sections 13-1-199 NMSA impose civil and criminal penalties for violation of the provisions of the Procurement Code. New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities or kickbacks.

8. RESIDENTIAL PREFERENCE

8.1 A New Mexico resident business shall be awarded the equivalent of five percent (5%) of the total possible points to be awarded based on the resident business possessing a valid resident business certificate in accordance with Section 13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. If applicable, document the residential preference number in the Offer form and attached the certificate to the response. The preference may not be combined with the Veterans Preference. Procurements involving federal funds are excluded from in state preference laws.

9. VETERANS PREFERENCE

9.1 A New Mexico resident veteran contractor, upon providing certification as a resident veteran with their offer, shall be given a preference of ten percent (10%). The preference may not be combined with the residential preference. Procurements involving federal funds are excluded from in state preference laws.

10. TERM

10.1 The terms of this agreement shall be for six (6) months with the option to renew this agreement for up to an additional three (3) six (6) month terms by mutual consent, not to exceed two (2) years in total.

11. PUBLIC INSPECTION

11.1 General: After award, the register of offers shall be open to public inspection. Each offer, except those portions for which the Proposer has made a written request for confidentiality, shall also be open to public inspection.

11.2 Confidential Data: If a citizen of this State requests disclosure of data, for which a Proposer has made a written request for confidentiality, the Chief Procurement Officer shall examine the citizen's request and make a written determination that specifies which portions of the offer should be disclosed. Unless the Proposer protests under Section 13-1-172 NMSA 1978, the offer will be so disclosed. The offer shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

12. LICENSES AND PERMITS

12.1 The Contractor must keep himself informed of, and in adherence to, all laws and ordinances governing any matter related to the services to be performed. The Contractor shall obtain all necessary licenses and permits, and shall be aware of all labor conditions and agreements relating to the work specified in this document and shall make all provisions necessary to avoid any dispute which might arise from those conditions and agreements and shall be responsible for any delays, damages or extra costs caused by such disputes. The Contractor shall be solely engaged in this type of work and service.

13. CONTRACT TERMINATION

13.1 NMIMT reserves the right to terminate the contract with ninety (90) days written notice by the Chief Procurement Officer via certified mail to the address listed on the signature page of the RFP if any of the terms of the proposal and subsequent contract are violated.

13.1.1 If, through any cause and as determined solely by NMIMT, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this agreement or if the Contractor shall violate or fail to meet any of the covenants, agreements or stipulations of this agreement, NMIMT shall thereupon have the right to terminate this agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this agreement shall, at the option of NMIMT, become the property of NMIMT, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to NMIMT for damages sustained by NMIMT by virtue of any breach of this agreement by the Contractor, and NMIMT may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due NMIMT from the contract is determined.

13.1.2 NMIMT may terminate the Contract at any time by giving ninety (90) days written notice to the Contractor. If the Contractor is terminated by NMIMT as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this agreement, less payments of compensations previously made. If this agreement is terminated due to the fault of the Contractor, the "Termination for Cause" clause will apply.

14. GOVERNMENT FLOW-DOWN PROVISIONS

14.1 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:

Title	Applicability	FAR Reference
Equal Employment Opportunity	All Orders	52.222-26 (July 1990)
Debarment and Suspension	All Orders	52.209-6 (Oct 2015)
Rights in Data	All R&D Orders	52.227-14 (May 2014)
Anti-Kickback Act	Construction Over \$2K	52.203-7 (May 2014)
Limitations on Payments to Influence Certain Federal Transactions	Construction Over \$2K	52.203-12 (Oct 2010)
Audit & Negotiations Alt II	All Orders Over \$100K	52-215-2 (Oct 2014)
Davis Bacon Act	Construction Over \$2K	52.222-6 (May 2014)
Contract Work Hours & Safety Standards	Construction and Labor Hour Contracts Over \$2.5K	52.222-4 (July 1995)
E-Verification	All Orders	52.222-54 (Oct 2014)
Certification and Disclosure Regarding Payments to Influence Certain Transactions	All Orders Over \$100K	52.203-11 (Sept 2007)
Patent Rights Ownership by the Contractor Ownership by the Government	All Orders	52.227-11 (May2014) 52.227-13 (Dec 2007)
Buy American Act	All Orders over \$3K	52.225-2 (May 2014)
Cause & Convenience Termination	All Orders over \$10K	52.212-4 (May2015)
Energy Efficiency in Energy-Consuming Products	All Orders and Services with Energy Consuming Products	52.223-15 (Dec 2007)
Recovered Material	Biobased products that use USDA designated items	52.223-1 (May 2012)
Recovered Material	Biobased products that do not use USDA designated items	52.223-2 (Sept 2013)
Recovered Material	EPA Designated items except off the shelf Items less than \$150K	52.223-4 (May 2008)
Recovered Material	EPA Designated items except off the shelf Items greater than \$150K	52.223-9 (May 2008)
Recovered Material	EPA-designated items Service and Construction	52.223-17 (May 2008)

15. SCOPE OF WORK

15.1 Institutional Background

New Mexico Institute of Mining and Technology (NMIMT), based in Socorro, in New Mexico's Rio Grande Valley, is one of the nation's top-ranked science and engineering universities. NMIMT is a world leader in many areas of research, including hydrology, astrophysics, atmospheric physics, geophysics, homeland security, information technology, geosciences, energetic materials engineering, and petroleum recovery. Renowned for its undergraduate and graduate educational opportunities, NMIMT offers over 30 bachelor's of science degrees in mathematics, the sciences, engineering, management, and technical communication, as well as graduate degrees in areas of specialization through the doctoral level. It is widely considered one of the best small technical schools in the United States for many areas of science, engineering, and computer science. NMIMT has approximately 1,650 students. Since 1995, NMIMT has maintained a partnership intermediary agreement (PIA) with the Air Force Research Laboratory (AFRL). Through this relationship NMIMT has performed services for AFRL that have increased the likelihood of success in the conduct of cooperative or joint activities with small business firms, industry and academia.

15.2 Framework

15.2.1 Project Background

The 19th Air Force is currently experiencing challenges with hiring and retaining the required pool of skilled, certified pilots able to serve as T-6A civilian simulator instructors (CSI) at three Undergraduate Pilot Training (UPT) Air Force Bases (AFB) to meet training requirements for Air Force pilots. The 19th Air Force also has challenges with CSI for T-1A Jayhawk and T-38 Talon at these same UPT bases.

Air Education and Training Command (AETC) conducts Specialized Undergraduate Pilot Training at Columbus AFB, MS; Laughlin AFB, TX; and Vance AFB, OK and uses CSI for T-6 simulator instrument training at these bases. Student pilots fly the T-6 Texan II mastering contact, instrument, low-level and formation flying.

Specialized Undergraduate Pilot Training is divided into three phases, Academic/Ground Training, Primary Flying Training, and Advanced Flying Training. This training includes flying training to teach the principles and techniques used in operating advanced aircraft; ground training to supplement and reinforce flying training; and officer development training to strengthen the graduate's leadership skills, officer qualities, and understanding of the role of the military pilot as an officer and supervisor. Primary Flying Training teaches basic flying fundamentals necessary to safely operate any U.S. Air Force aircraft and lays the foundation for the advanced phase and for future responsibilities as military officers and leaders. Advanced Flying Training occurs after the primary phase of specialized training, when student pilots are selected for one of three advanced training tracks based on the needs of the Air Force and their class standing. Prospective airlift and tanker pilots are assigned to the airlift/tanker track and train in the T-1 Jayhawk. Student pilots headed for bomber or fighter assignments are assigned to the bomber/fighter track and train in the T-38. Training for both tracks continue at Columbus, Laughlin, or Vance Air Force Bases.

The T-6A Texan II is a single-engine, two-seat primary trainer designed to train Undergraduate Pilot Training students in basic flying skills including contact/aerobatics, instrument procedures, formation fundamentals, and navigation. The system includes a suite of simulators, training devices and a training integration management system.

The T-1A Jayhawk is a medium-range, twin-engine jet trainer used in the advanced phase of specialized undergraduate pilot training for students selected to fly airlift or tanker aircraft. It is also used to support navigator training for the U.S. Air Force, Navy, Marine Corps and international services. The T-1A is a military version of the Beech 400A. It has cockpit seating for an instructor and two students and is powered by twin turbofan engines capable of an operating speed of 538 mph.

The T-38 Talon is a twin-engine, high-altitude, supersonic jet trainer used in Air Education and Training Command for joint specialized undergraduate pilot training. The T-38 has swept wings, a streamlined fuselage and tricycle landing gear with a steerable nose wheel. The T-38C incorporates a "glass cockpit" with integrated avionics displays, head-up display and an electronic "no drop bomb" scoring system.

An option explored and demonstrated to complement CSI includes Remote Simulator Instruction (RSI). RSI capability links a location off-site from existing UPT venues to a T-6 simulator to provide remote, real-time training to students. AETC still needs to determine protocols and rule sets for the use of RSI, but the ability to conduct quality training from other locations is technologically feasible and offers solutions for simulator instructor manning.

15.2.2 Project Overview

NMIMT is looking to procure services on behalf of Air Education Training Command (AETC) to conduct a business case analysis (BCA) focused on the 19th Air Force's recruitment and retention of Civilian Simulator Instructors (CSIs) for the T-6. The government hopes to prove/disprove that an increase in compensation/benefits and/or other investment will yield the required manning to ensure production for UPT. **The priority for the analysis is CSI for the T-6A with follow-on studies for the T-1A Jayhawk and T-38 Talon. Offerors should submit proposals that prioritize the T-6A, but also include the T-1A Jayhawk and T-38 Talon as subsequent studies for analysis within the overall project. Other AETC Replacement Training Units (RTU) platforms may also be requested, at the discretion of 19th Air Force.** The objectives, tasks, and deliverables of the BCA are divided into three main phases:

- Phase I: Workforce Need Assessment
- Phase II: Market Analysis
- Phase III: Workforce Recruitment Analysis & Strategies

15.2.3 Key Questions

The contractor must address the following framing questions in the conduct of the BCA. Other new and emergent questions may be identified by the contractor and added to this list with prior approval.

- What is the pool of skilled pilots interested in the CSI job? How many?
- What's the appropriate pay scale to recruit and retain at the UPT locations? Elsewhere?
- What's the required pay scale to recruit and retain in-place as well as remotely?
- What is the impact to the current UPT instructor workforce if RSI was centralized?
- Where do they want to live?
- How would government civilian employment policy (i.e., General Schedule) support this or will it need to be contractor run?
- How would the government employ a part-time civilian workforce? Is it possible?
- What common companies offer this service and what's their average cost?

15.3 Scope of Work

15.3.1 Phase I: Workforce Need Assessment

15.3.1.1 Objectives

- 15.3.1.1.1 Assess current workforce levels at Laughlin, Columbus, and Vance.
- 15.3.1.1.2 Assess comparable positions in industry, conduct analysis of pay/benefits, location, and minimum qualifications.
- 15.3.1.1.3 Assess workforce density in national employment clusters to determine if the requisite skills (i.e., 19AF/A3 should have current requirements) are available to be hired for centralized remote sim instruction (RSI).
- 15.3.1.1.4 Assess if GS schedule pay scale is advantageous to attract the required skilled workforce.

15.3.1.2 Key Tasks

- 15.3.1.2.1 Identify a research model, methodology and required analytical tools.
- 15.3.1.2.2 Identify and select a broad spectrum of existing secondary research and reports from government, public, private and non-traditional data sources.
- 15.3.1.2.3 Merge and challenge existing data from local sources, as well as regional and federal departments of labor and regional employers.
- 15.3.1.2.4 Identify key regional employment clusters throughout the nation.
- 15.3.1.2.5 Identify high demand-occupations/job titles in largest national employment clusters.
- 15.3.1.2.6 Identify and verify skills, competencies, and certifications needed to fill vacancies and career path opportunities.
- 15.3.1.2.7 Match industry and employer association data to cross check secondary research data.

15.3.1.3 Deliverables

Required Service/Product	Acceptable Quality Level (AQL)	Time Allocation
BCA Research Plan	BCA Research Plan (RP) should outline structured methodology and documentation to aid decision making by identifying and comparing alternatives by examining the mission and business impacts, risks, and sensitivities. BCA RP should provide decision support analyses with emphasis on the enterprise-wide perspective of stakeholders and decision makers and assessment of the holistic effects impacted by the decision. The BCA RP should include specific actions to achieve desired outcomes.	One (1) week
Compile Data in a Digital Repository	Data repository should be compatible for storing and sharing on DOD IT systems	One (1) week
Workforce Need Assessment Report	This report should include tabular or graphic representations of data for ease of review and evaluation	Two (2) weeks
End of Phase Report	This report/brief should capture actions taken during this phase to achieve objectives, report on findings, provide recommendations or next actions to decision makers	As scheduled, or desired, by decision makers

15.3.2 Phase II: Market Analysis

15.3.2.1 Objectives

15.3.2.1.1 Assess workforce interest in performing the duties of CSI at Laughlin, Columbus, and Vance if benefits were higher.

15.3.2.1.2 Assess impact to extant workforce at Laughlin, Columbus, and Vance if AETC establishes a centralized remote sim instruction workforce.

15.3.2.1.3 Assess workforce interest in performing the duties of RSI at largest cluster locations.

15.3.2.1.4 Assess whether centralized (i.e., at a base) or decentralized (i.e., telework) execution is optimal.

15.3.2.2 Key Tasks

15.3.2.2.1 Identify and map existing national workforce development intermediaries, employers, professional associations, and related contacts.

15.3.2.2.2 Develop an interview model and conduct interviews with select key employer leaders and a sample group of simulator instructors.

15.3.2.2.4 Create and distribute a survey tool to key employment sectors through industry leaders and associations.

15.3.2.2.5 Analyze all inputs and design a replicable (and repeatable) workforce needs assessment tool to be used on an ongoing basis.

15.3.2.3 Deliverables

Required Service/Product	Acceptable Quality Level (AQL)	Time Allocation
Develop Directory of Industry Contacts	This directory should include at least a sampling of relevant contacts in various applicable industry areas to support interviews, surveys, and reporting	Two (2) weeks

Design/Deliver Interviews	Interviews should meet industry standards for length, content, and protocols	Two (2) weeks
Design/Deliver Survey	Surveys should meet industry standards for length, content, and protocols	Two (2) weeks
Market Analysis Report	Market analysis report should meet industry standards for content and should be easy to understand for military decision makers with limited knowledge on market analyses	Two (2) weeks
End of Phase Report	This report/brief should capture actions taken during this phase to achieve objectives, report on findings, provide recommendations or next actions to decision makers	As scheduled, or desired, by decision makers

15.3.3 Phase III: Workforce Recruitment Analysis & Strategies

15.3.3.1 Objectives

15.3.3.1.1 Assess methods, tools, and strategies to recruit and retain workforce.

15.3.3.1.2 Assess effective approaches to engaging with industry, academia, and the community in the development of a workforce pipeline.

15.3.3.2 Key Tasks

15.3.3.2.1 Review workforce and market analysis data collected in Phases 1 and 2 identify deficiencies and disconnects that serve as barriers to recruitment and retention.

15.3.3.2.2 Develop a process map of existing workforce recruitment/development approaches and identify opportunities to address deficiencies and outline a plan to address and better meet demand.

15.3.3.2.3 Identify and model a set of best practice recruitment/retention models that would help meet workforce hiring targets.

15.3.3.2.4 Design a model and set of procedures to work with industry, academia, and the community to establish an agile infrastructure to support recruitment of a highly qualified and motivated workforce.

15.3.3.2.5 Identify industry/community engagement activities, designed to coordinate and standardize recruitment activities among intermediaries and community-based organizations as a model to increase efficiency, effectiveness, and scale.

15.3.3.3 Deliverables

Required Service/Product	Acceptable Quality Level (AQL)	Time Allocation
Process Map	Process map should portray a logical sequence for meeting objectives and show decision makers pacing and opportunities for process improvement	Two (2) weeks
Recruitment & Retention Model Analysis	Analysis reporting should be easy to understand for military decision makers who may not have a background in this type of analysis or modeling	Two (2) weeks
Recruitment Strategy	Any strategy must accommodate military protocols, rules, planning, and execution to achieve the strategy	Two (2) weeks
Final Report & Recommendations	Final report should be submitted in written format and planned for oral presentation, in person or online, for presentation of recommendations and offer the opportunity for questions	Four (4) weeks

	and comments by military decision makers	
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PROPOSAL FORMS

(ALL FORMS TO BE COMPLETED, SIGNED AND INCLUDED IN OFFER)

OFFER

To: New Mexico Institute of Mining and Technology
801 Leroy Place
Socorro, NM 87801
Re: RFP# 2306013A

Offer of _____ (hereinafter called Proposer) a:

Corporation Partnership or Individual

The Proposer in compliance with RFP mentioned above having examined the proposal documents and the site of the proposed work (if applicable), hereby proposes to furnish all materials, equipment, labor and supplies and to complete the work at the prices stated in their offer. These prices, excluding New Mexico Gross Receipts Taxes, are to cover all expenses incurred in performing the Work as required in the RFP proposal.

The Proposer accepts all of the terms and conditions of the Request for Proposal and Instructions to Proposer. This offer will remain subject to acceptance for ninety (90) days after the day of Proposal opening.

An award shall be made pursuant to the evaluation criteria in the Instruction to Proposers. The Institute reserves the right to accept or reject any all offers, based entirely on its own judgment as to which are in the best interest of the Institute and/or within available funds.

By signing this form, proposers acknowledge receipt of the following addendum/addenda:

#1_____ #2_____ #3_____ #4_____ #5_____ #6_____ #7_____ #8_____

Title

Date

Telephone

Email

Resident Contractor Certification Number
(include a copy with the offer)

Resident Veteran Contractor Certification Number
(include a copy with the offer)

Signature

Date

Please provide a point of contact for questions regarding your offer:

Name

Telephone

Email

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(please return with Offer)

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 HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to 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)

Name

Title

Signature

Date

-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.

Name

Title

Signature

Date

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(please return with Offer)

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

Debarment: Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three year period preceding this proposal been convicted of all has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State Antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three year period preceding this proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

Anti-Kickback: Per N.M.S.A. 13-1-191 & 198 and the Federal Acquisition Regulation (FAR 52.203.7) Anti-Kickback Act of 1986, in signing this offer we certify that we have not made, or accepted any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which was provided for the purpose of improperly obtaining, or as a reward for favorable treatment in connection with, any prime contract, or a subcontract relating to a prime contract.

I understand that a false statement of this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 101, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

Name

Title

Signature

Date

NON-COLLUSION AFFIDAVIT

(please return with Offer)

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that he/she is (title) _____ of (organization) _____ submits herewith to New Mexico Institute of Mining and Technology, a proposal and that all statement of fact in such proposal is true.

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of NMIMT, or any Proposer of anyone else interested in the proposed contract and further,

That prior to the public opening and reading of proposal, said Proposer:

1. Did not directly or indirectly induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price or fix the proposal price of said Proposer or of anyone else or to raise or fix any overhead, profit or cost element of their proposal price or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that NMIMT, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.

Name

Title

Signature

Date