# REQUEST FOR PROPOSALS
## INSTRUCTIONS TO OFFERORS

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1. INVITATION TO SUBMIT BID / PROPOSAL (Nov 2018)

   a. The North American Industry Classification System (NAICS) code for this acquisition is 334112. The small business size standard for the listed NAICS code is 1,250 employees.

   b. You are invited to submit a bid/proposal (herein referred to collectively as Proposal) for the items and services specified in this Solicitation, also known as request for proposal (RFP) and request for quotation (RFQ), in accordance with the provisions contained herein and the terms and conditions of the proposed subcontract. All questions you may have concerning this Solicitation should be submitted in writing and directed to the Triad Subcontract Administrator specified below.

      Maureen Armijo, Subcontract Administrator
      Telephone no.: 505-665-2098
      Email address: m_armijo@lanl.gov
      Facsimile no.: 505-665-8944

   c. Your Proposal is to be delivered to the Subcontract Administrator not later than 2:30 PM Mountain Time on March 18th, 2019. Partial or incomplete proposals will not be considered.

   d. Proposals may be submitted as specified below.

      (1) Electronically to the Subcontract Administrator;

          • Proposals shall be transmitted via electronic file transfer to the website below, using m_armijo@lanl.gov as the recipient:

          https://transfer.lanl.gov

          • Each volume must include the specified Proposal Documents (see Section 3b below) within a compressed, password protected, ZIP file archive. The file size limitation per archive is 2GB.

          • A Separate email must be sent to m_armijo@lanl.gov containing the password used to protect the file archive.

      (2) Via the U. S. Postal Service addressed as follows:

          Triad National Security, LLC
          Attn: Maureen Armijo
          P.O. Box 1663, MS D447
          Los Alamos, New Mexico 87545

      (3) Via other delivery services, such as UPS, Federal Express, Airborne, addressed as follows:

          Triad National Security, LLC
          Attn: Maureen Armijo, MS D447
          Bldg. SM-30 Bikini Atoll Road
          Los Alamos, New Mexico 87545

      (4) Hand-carried to the Subcontract Administrator. Offerors electing to hand-carry proposals should call the Subcontract Administrator to make arrangements for delivery.

   e. You will allow a minimum two hundred forty (240) calendar days for acceptance of your Proposal.

   f. Triad reserves the right to cancel this Solicitation at any time without incurring any liability/damages associated with such cancellation.
g. If you plan to submit a Proposal in response to this Solicitation, complete and return the Notification of Intent to Submit Proposal to the Triad Subcontract Administrator within seven (7) business days of receipt of this Solicitation. This form may be found at http://www.lanl.gov/business/vendors/supplier-forms.php.

h. If you have an office within the continental United States of America or its territories, you must be registered and on active status in the System for Award Management (SAM) at https://www.sam.gov/ in order to be eligible for award of a Triad subcontract. If you are not listed in SAM at the time that your proposal is received, your proposal will be deemed to be incomplete and will not be considered until you have provided satisfactory written representations of your size and socioeconomic status to Triad.

2. AMENDMENT OF SOLICITATION (Nov 2018)
   a. Triad may, by amendment, modify any provision or part of this Solicitation at any time prior to the award of any resultant subcontract. All terms and conditions that are not modified remain unchanged.

   b. You shall acknowledge receipt of any amendments to this Solicitation by email to the Triad Subcontract Administrator. In addition, you must also acknowledge receipt of all amendments on the Offeror's Proposal Letter; failure to do so may result in the disqualification of your Proposal.

   Acknowledgements shall be provided as follows:
   - Immediately upon receipt of the amendment via email to the Triad Subcontract Administrator.
   - In the Offeror's Proposal Letter that accompanies the Offeror's proposal.

3. PREPARATION AND SUBMISSION OF PROPOSALS (Nov 2018)
   a. Your Proposal should contain your best terms from a cost/price and technical standpoint, and include all available discounts and/or government pricing.

   b. Submit your Proposal in two volumes, the contents of which are identified below:
      - Commercial Proposal Volume (i.e., business, administrative, and pricing information)
      - Technical Proposal Volume (i.e., technical information on how the scope of work will be performed)

   c. The documents identified below are all required and must be submitted as part of your Proposal. Complete and accurate submittal of the information requested will be the basis to determine whether your Proposal is responsive to this Solicitation. Supplements to the documents may be used, if additional information is needed to present a complete and effective proposal. Note: unless otherwise stated below, a proposal document will not be incorporated in the resultant subcontract and will only be used for evaluation of your Proposal.

   d. Commercial Proposal Volume: The following documents/information must be completed, signed (when required) and submitted with your Proposal. They will provide the basis for the commercial evaluation of your Proposal.

      • Offeror's Proposal Letter
         A copy is attached Hereto for an Offeror's use. Proposals by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the offering entity, and shall list the full names and addresses of all participants in the offering entity. The name of the signatory shall be typed or otherwise clearly imprinted below each signature, and a corporate offeror shall state its place of incorporation. Evidence of the signatory's authority shall be included, if the offering entity is a joint venture, association, consortia or partnership; if not, satisfactory evidence of the authority
of any signatory shall be furnished when requested. This form may be found at http://www.lanl.gov/business/vendors/supplier-forms.php.

- **Form 3500.00.2002. Representations and Certifications**
  If an offering entity is a joint venture, association, consortia or partnership, each member entity must submit individual Representations and Certifications. The successful Offeror's submittal will be incorporated in the resultant subcontract.
  This form may be found at http://www.lanl.gov/business/vendors/supplier-forms.php.

- **RFP Form A, Schedule of Proposal Quantities and Prices**
  The proposed quantities and pricing shall be firm fixed prices for all work to be performed pursuant to the subcontracts to be awarded as a result of the RFP. An offeror shall complete the attached Schedule of Quantities and Pricing herein or reasonable facsimiles thereof, inclusive of similar levels of itemization.

- **RFP Form B, Schedule of Proposed Quantities and Prices**
  The proposed schedules of quantities and prices Form B shall correspond to Form A. An Offeror shall propose a Target Completion Schedule for each milestone based on its capabilities, resources as well as its proposed work breakdown and time sequence.

- **Exhibit C Form A, Schedule of Proposal Quantities and Prices**
  A Sample Build document is attached hereto. This does not need to be returned with your proposal, the successful offeror's submittal will be incorporated in the resultant subcontract.

- **Exhibit C Form B, Milestone and Payment Schedule**
  A Sample Build document is attached hereto. The successful offeror's submittal will be incorporated in the resultant subcontract.

- **RFP Form G, Offeror's Additional Representations**
  This form may be found at http://www.lanl.gov/business/vendors/supplier-forms.php.

- **Letter from Offeror's insurance company on Experience Modification Rate (EMR) data**
  Submit the letter required by Exhibit F, Attachment F3-1, Safety Performance Eligibility Requirements, with your Proposal.

- **Form 3191.00.0993 Small Business Subcontracting Plan**
  The successful offeror's submittal will be incorporated in the resultant subcontract. This form may be found at http://www.lanl.gov/business/vendors/supplier-forms.php.

**Note:** (1) You do not have to submit this plan if you claim an exemption within the Small Business and Small Disadvantaged Business Subcontracting Certification in your Representations and Certifications. (2) The following conditions shall apply when you are required to submit a small business subcontracting plan.

1. No subcontract will be awarded unless and until an acceptable subcontracting plan, if required, is negotiated with Triad and the approved plan is incorporated as a material part of the subcontract.

3. If an acceptable subcontracting plan is not negotiated with Triad within the
time limits prescribed, the Offeror shall be ineligible for an award. Triad shall
notify the Offeror in writing of the reasons for determining a subcontracting
plan to be unacceptable and allow adequate time for the Offeror to modify its
plan.

4. Commercial subcontracting plans on a company-wide basis must have a
current Federal agency approval and are acceptable for commercial products
only.

5. Master subcontracting plans on a division-wide or plant-wide basis must
contain individual subcontracting goals for the particular subcontract.

e. **Technical Proposal Volume:** The following documents/information must be completed,
signed (when required) and submitted with your Proposal. They will provide the basis for the
technical evaluation of your Proposal. **Note:** Do not reveal labor rates or price information of
any kind in these documents.

- **Technical Requirements Document**
  An Offeror's Technical Proposal shall include narrative and graphics as appropriate,
  providing responses/proposed technical solutions to each of the numbered sections of the
  Technical Requirements Document included in this RFP. An Offeror shall incorporate it
  Responses/proposed technical solutions directly into each sections of the Technical
  Requirements Document. The Technical Requirements Document is provided in MS word
  format to facilitate this proposal requirement. The Scope of Work and Technical
  Specifications for any subcontract (s) resulting from this RFP will be negotiated based on
  the technical Requirements Document and the successful Offeror's responses/proposed
  technical solutions.

- **Technical Data Summary Sheet**
  A copy of this document is attached hereto. An Offeror's Technical Proposal shall include
  this Technical Data Summary Sheet to summarize its proposed systems.

- **RFP Form C-1, Lower-Tier Experience Statement**
  Submit a completed form for each lower-tier supplier or subcontractor that will be
  performing work on the proposed subcontract. A copy of this document is attached
  hereto.

- **RFP Form I, Summary of QA / QC Program**
  A copy of this document is attached hereto.

- **RFP Form N, Experience Statement**
  A copy of this document is attached hereto.

- **RFP Form F3-2, Environment, Safety and Health Worksheet**
  This form may be found at [http://www.lanl.gov/business/vendors/supplier-forms.php](http://www.lanl.gov/business/vendors/supplier-forms.php).
4. BASIS OF AWARD – BEST VALUE (Nov 2018)

a. Triad intends to award a subcontract resulting from this Solicitation to the responsive, responsible offeror whose proposal contains the combination of factors offering the best overall value to Triad.

b. You shall provide a written proposal, fully compliant with these solicitation provisions. Proposals for other than the total Work defined herein will be considered non-responsive and may be rejected.

c. Proposals received in response to this Solicitation shall be evaluated using the following technical evaluation criteria in descending order of importance:

1. Technical Design/Function
The program must continue to meet mission needs while adapting to sometimes radical changes in technology. Codes running on NNSA Advanced Technology Systems (Trinity and Sierra) in the 2019 timeframe are expected to run efficiently on Crossroads. The Technical Requirements Document of this RFP sets forth targets which if achieved will present what Triad believes to be an optimal solution that will meet current mission needs and provide a well-documented path to the next generation architecture technology. It is important to note that the scope of work and technical specifications for any subcontracts resulting from this RFP will be negotiated based on the successful Offeror’s responses/proposed solutions responses to the Technical Requirements Document.

Each Offeror’s Technical Proposal shall include narrative and graphics, as appropriate, providing its responses/proposed solutions to each of the following sections of the Technical Requirements Document:

- Scalability
- System Software and Runtime
- Software Tools and Programming Environment
- Platform Storage
- Application Performance
- Resilience, Reliability, and Availability
- Application Transition Support and Early Access to ACES Technologies
- Target System Configuration
- System Operations
- Power and Energy
- Facilities and Site Integration
- Options

Each proposal will be upgraded where it exceeds a target and conversely downgraded where it fails to meet a target.

Each of the proposals will be evaluated with the following technical design and function considerations in descending order of importance:

a. Knowing that all targets identified in the Technical Requirements Document may not be simultaneously achievable, each proposal will be evaluated to determine which proposal collectively best achieves the optimal solution of meeting current mission needs while providing a documented path to the next generation architecture technology:
b. The extent to which the other additional features, components, performance characteristics, or other properties proposed by Offeror provide added value to the system.

c. The extent to which the proposed systems’ designs promote efficient hardware problem identification and problem resolution with minimal system disruption.

d. The extent to which the proposed systems’ packaging effectively balances reliability, power, cooling, and floor space requirements.

e. The extent to which the proposed systems’ computational capabilities and operating environments are easily accessible and useable.

f. The extent to which the alternate risk mitigation point design mitigates schedule risk for the Crossroads delivery.

2. Performance Capability

Additionally, each proposal will be evaluated relative to the Offeror’s Performance capability – This criterion is comprised of the following sub-factors, which are of approximately equal importance:

a. The Offeror’s experience and past performance in providing high-end capability computing systems.

b. Assessment of project risks with regard to the Offeror meeting the technical, support, and schedule requirements of this solicitation.

c. The Offeror’s experience and past performance in providing project management and engineering services.

If the SEC Chairperson determines it will be beneficial in evaluating Technical Proposals considering the Technical Evaluation Criteria stated above, the SEC may gather additional information by any of the following methods:

- Check references furnished by Offerors.
- Conduct site visits to Offerors’ facilities.
- Request oral presentations of Offerors’ proposals. Oral presentations may be scheduled for dates/times approximately ten (10) days after the scheduled proposal due date. Presentations will be limited to one (1) hour, followed by an appropriate time period for questions and answers.

If additional information is gathered in accordance with these methods, that information may positively or negatively impact the SEC’s evaluation and its determination of Offerors’ technical ratings.

d. Your technical ability will be evaluated based on the data and information submitted in your Technical Proposal Volume that demonstrates your ability to meet the technical requirements of this Solicitation.

e. Proposals that are deemed to be technically acceptable will then be evaluated for total price/cost reasonableness and realism in relation to the proposed scope of work and technical specifications.
f. Award will be made to the responsive, responsible offeror whose proposal contains the combination of factors offering the best overall value to Triad. Assessment of best value will be determined by comparing each offeror’s proposal value in terms of the various proposed technical features to the overall proposed cost. Award may be made to an offeror whose technical proposal was rated highest, but whose price is not the lowest. In making this cost/benefit analysis:

- All technical evaluation criteria, when combined, are significantly more important than cost or price. However, Triad will not make an award at a significantly higher overall cost to Triad to achieve slightly superior technical or management features.
- All technical evaluation criteria, when combined, are approximately equal to cost or price.
- All technical evaluation criteria, when combined, are significantly less important than cost or price. However, Triad will not make an award based upon a proposal with significantly inferior technical or management features in order to achieve a small savings in cost to Triad.

A cost/benefit analysis will not be performed, if the offeror whose technical proposal was rated highest also has the lowest evaluated cost or price.

g. All communications by Triad with offerors shall be in accordance with the Triad Solicitation and Selection Process for Competitive Procurements, which may be found at http://www.lanl.gov/business/vendors/supplier-forms.php.

5. PRICING INFORMATION / DOCUMENTATION (Nov 2018)

In order to assist Triad in determining whether your price(s) is/are fair and reasonable, you shall furnish the following pricing information with your offer:

- If the item(s) being procured are goods or services of a type offered and sold competitively in substantial quantities in the commercial marketplace (i.e., commercial items), provide published catalog or market prices. “Catalog price” means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently or were last, made to a significant number of buyers constituting the general public. “Market prices” means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- If the item(s) being procured are not commercial items, provide copies of three (3) recent invoices showing the pricing offered to customers who have purchased the same or similar item(s).
- If you have had a previous contract with LANS or Triad for the same or similar item(s), include that subcontract number with your offer.
- If the solicited item(s) are included in a current GSA Pricing Schedule, provide the GSA Contract Number and its expiration date.
- If your pricing is not documented through any of the methods described above, provide cost or pricing data in sufficient detail to enable Triad to conclude, after analysis of such information, that the final agreed-upon price for the item(s) being procured is fair and reasonable.

6. OTHER AWARD CONSIDERATIONS (Nov 2018)

a. Triad may, if such action is in its best interest, reject any or all proposals, and waive informalities and minor irregularities in proposals received. Triad reserves the right to make a partial award, multiple awards, or make no award if it deems that decision to be in its best interest.
b. Neither financial data submitted with a proposal, nor representations concerning facilities or financing, will form a part of the resulting subcontract. However, if the resulting subcontract contains a clause providing for price reduction for defective cost or pricing data, the subcontract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

c. Triad may, at its sole discretion, conduct a pre-award survey. A Triad survey team may visit your facility to determine your ability to perform. The team may also evaluate your system for determining the financial and technical ability of any proposed lower-tier subcontractors or suppliers. Any equipment to be used in performance of the proposed subcontract is also subject to inspection and approval. Failure to abide by this provision may be grounds for rejection of your Proposal.

d. The terms and conditions contained in the proposed Triad Subcontract will be included in the resultant subcontract. Triad does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Failure to accept the Triad terms and conditions may result in significant unacceptable delays in Triad’s ability to award a subcontract and may result in your Proposal being deemed to be nonresponsive. Nonetheless, if you must take exception or suggest a deviation to a specific term or condition, complete Form OED, Offeror’s Exceptions and Deviations, and submit it with your Proposal. This form may be found at http://www.lanl.gov/business/vendors/supplier-forms.php.

e. In accordance with Exhibit A, General Condition GC-60, Subcontracts with Contractor’s Team Members and Team Member Affiliates (Nov 2018), no fee or profit shall be paid to any of CONTRACTOR’S Team Members or Affiliates.

7. EXAMINATION OF SOLICITATION DOCUMENTS (Nov 2018)

a. If you plan on submitting a proposal in response to this Solicitation, you should examine with appropriate care all documents and all addenda made a part of this Solicitation, and inform yourself of all conditions which might in any way affect the cost or the performance of the Work. Failure to do so will be at your sole risk, as you will be deemed to have included all costs for performance of the Work in your Proposal. Should you find discrepancies in, or omissions from, the Solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the Solicitation documents, you shall promptly notify the Triad’s Subcontract Administrator in writing as stated in these solicitation provisions. You will be solely responsible for its timely receipt by the Subcontract Administrator. Replies to such notices may be made in the form of supplementary correspondence or, as appropriate, an amendment to the Solicitation documents which will be issued simultaneously to all persons who have been sent this Solicitation by Triad.

b. If you desire an explanation or interpretation of one or more Solicitation documents, you must submit questions in writing no later than Ten (10) calendar days prior to the proposal due date. No oral inquires will be accepted. Oral explanations or instructions given before the award of the subcontract will not be binding on Triad. Any information given to a prospective offeror concerning this Solicitation will be furnished promptly to all other prospective offerors as an amendment to the Solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective offeror.

8. OFFEROR’S MODIFICATION AND WITHDRAWAL OF PROPOSALS (Nov 2018)

You may modify or withdraw your Proposal by written notice, provided that the notice is received by Triad’s Subcontract Administrator prior to the proposal due date.

9. DISCLOSURE OF PROPOSAL DATA (Nov 2018)

a. If you include in your proposal data that you do not want disclosed to the public for any purpose except for evaluation purposes:

Mark the title page with the following legend:
RFP ITO (Rev. 12.0, 11/1/18) Instructions to Offerors

Dated 11/20/2018

This proposal includes data that shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheet].

Mark each sheet of data you wish to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

b. If, however, a subcontract is awarded as a result of, or in connection with, the submission of this data, Triad shall have the right to duplicate, use or disclose the data to the extent provided in the resulting subcontract. This restriction does not limit Triad's rights to use information obtained in this data if it is obtained from another source without restriction.

10. REGIONAL PURCHASING PRICING PREFERENCES (Nov 2018)

In accordance with Appendix M of the Triad National Security, LLC (Triad) contract with DOE/NNSA, Triad will maximize procurement opportunities for Northern New Mexico (NNM) small business concerns and economic development companies representing the pueblos of Ohkay Owingeh, San Ildefonso, and Acoma by providing the following two pricing preferences when evaluating bids/offers submitted in response to a Triad solicitation.

a. In acquisitions exceeding $100,000, the price preference will be given by adding 10% to the proposed total price/cost (including priced options) to an offeror's bid/offer whose business does not meet the definition of a NNM small business concern.

1. A NNM small business concern is a small business that is actively engaged in doing business in NNM, has an operative business location in NNM, and uses labor from NNM. NNM includes the counties of Taos, Santa Fe, Rio Arriba, Sandoval, Mora, San Miguel, and Los Alamos, and the eight regional Pueblos of Nambe, Picuris, Pojoaque, San Ildefonso, Ohkay Owingeh (formerly known as San Juan), Santa Clara, Taos, and Tesuque.

2. If a business claims to be a NNM small business concern, it must demonstrate to Triad's satisfaction when requested, through the submission of New Mexico gross receipts tax and unemployment compensation tax forms or otherwise, that for the calendar year preceding the submission of its bid/offer that:

   (i) it has been properly authorized to do business and has been operating in NNM with a staff of three or more full time equivalent employees (of which 51% must reside in NNM), and that it currently has a facility in NNM that can support the business activity contemplated by the Statement of Work / Scope of Work; or

   (ii) it has historically operated in NNM with two or less full time equivalent employees who reside in NNM, it is independently owned (i.e., its owner(s) exercise(s) close control over operations and decisions which are not subject to control or the power to control by others), its majority ownership interest is held by residents of NNM, it has been properly authorized to do business in NNM and it currently has a facility in NNM that can support the business activity contemplated by the Statement of Work / Scope of Work.

b. In addition to the pricing preference specified in paragraph "a", in acquisitions exceeding $2,000,000 a price preference will be given by deducting 5% from the proposed total price/cost (including priced options) of an offeror's bid/offer whose business is a part of the Triad Pueblo Business Alliance.

c. Examples of the application of the regional purchasing pricing preferences are shown below:

Example A:
Offeror A (not a NNM small business concern) bids $1,200,000
Offeror B (is a NNM small business concern) bids $1,300,000
Offeror C (is a NNM small business concern) bids $1,400,000

Based on the pricing preference given to NNM small business concerns, an additional 10% will be added to Offeror A’s bid for evaluation purposes. Consequently, Offeror A’s bid will be deemed to be $1,320,000 (i.e., $1.2M plus 10%).

Example B:

Offeror A (not a NNM small business concern) bids $2,100,000
Offeror B (a NNM small business concern) bids $2,300,000
Offeror C (a NNM small business concern) bids $2,400,000
Offeror D (an Acoma pueblo business enterprise) bids $2,350,000

Based on the pricing preference given to NNM small business concerns, an additional 10% will be added to Offeror A’s bid for evaluation purposes. Consequently, Offeror A’s bid will be deemed to be $2,310,000 (i.e., $2.1M plus 10%). In addition, based on the pricing preference given to Triad Pueblo Business Alliance Companies, Offeror D’s bid will be reduced by 5% for evaluation purposes. Consequently, Offeror D’s bid will be deemed to be $2,232,500 (i.e., $2.35M less 5%).

11. TRIAD PUEBLO BUSINESS ALLIANCE (Nov 2018)

Triad formed a business alliance with 3 economic development companies representing the Ohkay Owingeh, San Ildefonso, and Acoma pueblos. To increase subcontracting opportunities, Triad will provide an additional price evaluation discount of 5% to participating Pueblo companies when evaluating bids/offers submitted in response to a Triad solicitation.

12. SUBCONTRACTOR’S REGIONAL AND COMMUNITY DEVELOPMENT PLAN (Nov 2018)

a. Under the prime contract between Triad and DOE/NNSA, Triad is required to enhance economic development and economic diversification of the Northern New Mexico (NNM) region, which includes the counties of Taos, Santa Fe, Rio Arriba, Sandoval, Mora, San Miguel, and Los Alamos, and the eight regional Pueblos of Nambe, Picuris, Pojoaque, San Ildefonso, Ohkay Owingeh (formerly known as San Juan), Santa Clara, Taos, and Tesuque. To achieve this end, Triad is flowing down this requirement in major subcontracts.

b. As part of your response to this Solicitation, state the total dollar amount or percentage of amounts invoiced to Triad that you will commit to spend on economic development and diversification of NNM during the term of the subcontract.

c. If awarded a subcontract, you will be required to develop and submit a Subcontractor’s Regional and Community Development Plan (SRCDP) that will detail how your financial commitment will be used to support economic development and diversification in NNM. The SRCDP will state your activities and goals for each year of the subcontract. See Table 1 below for examples of activities that enhance economic development and diversification. Impacts that result as a natural course of performing the subcontract shall not be listed as SRCDP commitments. Some of those impacts are:

- Small business procurement requirements stated elsewhere in the subcontract.
- Employment creation resulting from subcontract performance (i.e., hiring NNM residents to perform subcontract work).
- Corporate relocation or establishment of a company office to NNM solely to administer Triad subcontracts.
### TABLE 1.
Regional and Community Development Plan Categories

Activities will target populations in Northern New Mexico (NNM), defined as the counties of Taos, Santa Fe, Rio Arriba, Sandoval, Mora, San Miguel, and Los Alamos, and the eight regional Pueblos of Nambe, Picuris, Pojoaque, San Ildefonso, Ohkay Owingeh (formerly known as San Juan), Santa Clara, Taos, and Tesuque.

<table>
<thead>
<tr>
<th>Economic Development (ED)</th>
<th>Educational Enrichment</th>
<th>Corporate Citizenship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontracting with Northern New Mexico small business concerns. A NNM small business</td>
<td>Establishment or participation in such programs as:</td>
<td>Tangible support of civic and charitable organizations in NNM, such as the United</td>
</tr>
<tr>
<td>concern is a small business that is actively engaged in doing business in NNM; has an</td>
<td>• Academic awards;</td>
<td>Way, Chambers of Commerce or YMCA.</td>
</tr>
<tr>
<td>operative business location in NNM, and uses labor from NNM.</td>
<td>• Scholarships or cooperative agreements with area schools and colleges;</td>
<td>Employees volunteer time in community service work.</td>
</tr>
<tr>
<td>Entrepreneurship development such as protégé/mentorship, new business creation, relocation</td>
<td>• Training;</td>
<td></td>
</tr>
<tr>
<td>of small business to NNM which employs local people, or provision of below-market priced</td>
<td>• Student mentoring; and</td>
<td></td>
</tr>
<tr>
<td>or free office space.</td>
<td>• Apprenticeships.</td>
<td></td>
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<tr>
<td>Direct venture capital investment in local start-up businesses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant Pool Contributions.</td>
<td>Contributions to Regional Educational Foundations.</td>
<td></td>
</tr>
<tr>
<td>Pro Bono Technical Assistance for the region’s ED initiatives (e.g. water, wastewater,</td>
<td></td>
<td></td>
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<tr>
<td>transportation, alternative energy, telecommunications, land use).</td>
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<tr>
<td>Financial contributions to ED organizations, loan pools, and grants to ED initiatives.</td>
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<tr>
<td>In-kind contributions of volunteer time and equipment to ED initiatives.</td>
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<tr>
<td>Sponsorship of ED Public Events such as trade fairs, job fairs, and ED Forums and</td>
<td></td>
<td></td>
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<tr>
<td>Roundtables.</td>
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<tr>
<td>Workforce development where the purpose of specialized training programs is tied to</td>
<td></td>
<td></td>
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<tr>
<td>immediate employer needs and job creation, such as construction/technical apprenticeships,</td>
<td></td>
<td></td>
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<tr>
<td>special skills training or professional training.</td>
<td></td>
<td></td>
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<tr>
<td>Establishment of corporate regional office.</td>
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</tr>
</tbody>
</table>

d. If awarded a subcontract, you will begin developing a SRCDP immediately upon notice of award and shall deliver your proposed SRCDP to Triad’s Subcontract Administrator for review and approval within 60 days after notice of award. Your approved SRCDP shall be
incorporated into the subcontract by reference through a subcontract modification, and shall apply with the same force and effect as if incorporated in full text.

e. During performance of the subcontract, you shall maintain records, including receipts, payroll information, and any other documents that demonstrate compliance with your SRCDP. You shall submit reports to Triad semi-annually documenting your compliance with its SRCDP and, if requested by Triad, you shall provide evidence to substantiate any statement contained in a report.

f. You will work with:

- The LANL Community Program Office, which will guide you with SRCDP formatting, reporting, modification and evaluation requirements and procedures.
- The Regional Development Corporation (RDC) or the LANL Designated Community Development Organization, which will provide an orientation to economic development in Northern New Mexico and assist you in selecting viable projects;
- The Consortium of Major LANL Subcontractors, which will outline its strategy for pooling resources to address regional economic development and assist you in project selection; and
- The LANL Community Program Office, which will administer approved plans and determine compliance with the plan’s requirements.

13. NOTICE TO UNSUCCESSFUL OFFEROR(S) (Nov 2018)

a. Notice will be sent to unsuccessful offerors in accordance with the Triad Solicitation and Selection Process for Competitive Procurements, which may be found at http://www.lanl.gov/business/vendors/supplier-forms.php. However, for competitive subcontracts over $150,000, in which a small business concern received a small business preference, each unsuccessful small business concern will be notified by email of the name and address of the apparent successful offeror prior to award of the subcontract.

b. Unsuccessful Offerors may submit a written request for individual debriefings. These requests must be received by Triad’s Subcontract Administrator within five (5) working days of the date of offeror’s receipt of Triad’s notice of non-award. A debriefing provides an unsuccessful Offeror the basis for the selection decision and an evaluation of the strengths and weaknesses of their proposal correlated to the evaluation factors. A debriefing does not provide a point-by-point comparison of the Offeror’s proposal with other proposals. If a timely debriefing is requested, the party requesting the debriefing will have ten (10) days from the completion of the debriefing to file a Protest under the Triad Procurement Protest Process.

14. NOTICE CONCERNING NEW MEXICO GROSS RECEIPTS TAX (Nov 2018)

a. New Mexico Gross Receipts Tax (NMGRT) is unique to New Mexico and, unlike a sales tax, is an excise tax imposed on the seller of certain goods and services in exchange for the privilege of doing business in New Mexico. Additional information on NMGRT may be found at http://www.tax.newmexico.gov/Businesses/gross-receipts.aspx.

b. Triad issues various types of New Mexico Non-Taxable Transaction Certificates (NTTC) to its subcontractors, which entitle the certificate holder to take appropriate deductions from NMGRT on its Combined Reports Form (CRS-1) that is submitted to the New Mexico Taxation and Revenue Department. An NTTC issued by Triad to a subcontractor can only be used to support that subcontractor’s deductions; it does not entitle a subcontractor’s immediate and/or lower-tier subcontractors, including any individuals and entities that are issued an IRS Form 1099, to any deductions or exemptions from NMGRT under New Mexico law. However, a subcontractor may be entitled to issue an NTTC to its immediate and lower tier subcontractors under certain conditions. Consequently, each Offeror is encouraged to consult with its tax advisor prior to submitting its Proposal if it has any questions regarding NMGRT.

c. Since a subcontractor will be issued one or more NTTCs by Triad as appropriate, Triad will not pay NMGRT to a subcontractor for work performed by its own employees. However, Triad
may pay a subcontractor for NMGRT paid to its lower-tier subcontractors, if such lower-tier subcontractors are not eligible for applicable deductions or exemptions from NMGRT under New Mexico law and such ineligibility was justified in a subcontractor’s proposal.

d. If awarded a subcontract, you shall complete and submit the New Mexico Non-Taxable Transaction Certificate (NM NTTC) Form as specified in the form. The information contained in the form will be used by Triad to issue appropriate NTTCs to the successful Offeror. A copy of this form may be found at [http://www.lanl.gov/business/vendors/supplier-forms.php](http://www.lanl.gov/business/vendors/supplier-forms.php).

e. This notice is not intended to provide tax advice. Triad’s employees are not qualified or permitted to give tax advice.

15. ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM (Nov 2018)

Triad prefers to transmit payment for invoices using the federal Automated Clearing House process. This process reduces the number of days it takes for a subcontractor to receive their money. If awarded a subcontract, you must complete and return the Electronic Funds Transfer Authorization Form directly to the Triad Treasury Department at the address shown on the form, if you have not previously done so. This form may be found at [http://www.lanl.gov/business/vendors/supplier-forms.php](http://www.lanl.gov/business/vendors/supplier-forms.php).

16. SECURITY DOCUMENTS AND/OR APPROVALS REQUIRED PRIOR TO COMMENCEMENT OF WORK (Aug 2015)

Exhibit G, Security Requirements, specifies all security documents and/or approvals that may be required prior to commencing work, in addition to security requirements applicable to subcontract performance.

17. STATEMENT OF WORK CONFIGURATION REVIEW

A configuration/solution will be negotiated with the successful offeror(s) based on the responses to the RFP Technical Requirements document issued with the RFP. The affirmation of agreed upon configuration/solutions for the Crossroads system will be documented through a bilateral modification to the Scope of Work and Technical Specifications for the build subcontract.Clauses for this provision are included in the Sample build Subcontract, see Exhibit B SC-201.

18. SOFTWARE LICENSE AGREEMENT OR MAINTENANCE AGREEMENT (Nov 2018)

Any software license agreement or any maintenance agreement that you propose shall be included with your Proposal. However, in order for the agreement to be made a part of any resulting subcontract, it must be approved in writing by Triad and incorporated by reference in the subcontract. In the event of a conflict or inconsistency between the terms and conditions contained in your software license agreement / maintenance agreement and the terms and conditions of the resultant subcontract, the terms and conditions of the subcontract shall take precedence.

19. GREEN / SUSTAINABLE PRODUCTS (Oct 2014)

Whenever possible, you shall offer green/sustainable products and repair/spare parts, which meet the (1) minimum content levels for sustainable products or (2) Environmental Program certification or (3) product attributes, listed at the Sustainable Facilities Tool website found at [http://www.sftool.gov/greenprocurement](http://www.sftool.gov/greenprocurement). Minimum content levels, environmental program certifications and product attributes, if any, are listed under the column titled “Procurement Info” for each product.

20. TRIAD PROCUREMENT PROTEST PROCESS (Nov 2018)

This Protest process provides Offerors with an opportunity to resolve concerns with a Triad procurement prior to submitting a demand to arbitrate, pursuant to the Agreement to Arbitrate. Completion of this process is a prerequisite to filing a demand for arbitration pursuant to the Agreement to Arbitrate.
Definitions

Agreement to Arbitrate means binding arbitration in accordance with the Agreement to Arbitrate executed by Offeror and submitted with its Proposal.

Offeror is a legal entity submitting a proposal in response to a Triad solicitation.

Protest is a written objection, submitted by an unsuccessful Offeror after receiving a notice of non-award. A Protest may be filed only by an Offeror that has submitted a proposal in response to the Triad solicitation that is the subject of the Protest.

Protest Official is the official designated by LANL Laboratory Director to review and decide the Protest.

Note: A size challenge by an Offeror alleging that another Offeror does not meet the Small Business Administration (SBA) size standards for the given NAICS code is NOT a Protest. Triad’s Subcontract Administrator shall refer the parties to the SBA, who shall make the determination, which shall be final and binding upon all parties.

Pre-Protest Resolution Efforts: Offerors who desire an explanation or interpretation of one or more Solicitation documents, must submit questions in writing in accordance with the Examination Of Solicitation Documents provision above. If an Offeror knew or through reasonable efforts should have known of an issue concerning the Solicitation documents and fails to raise that issue, that Offeror will be barred from raising that issue in a subsequent Protest.

Prior to submission of a Protest, Offerors shall raise any concerns about the solicitation process to Triad’s Subcontract Administrator, who will use his/her best efforts to address concerns through frank and informal communications.

Time for Filing a Protest: Upon notice of non-award, an Offeror, who believes that Triad’s conduct was inconsistent with the Solicitation and prejudiced the Protester, may file a Protest. The Protest must be received by Triad’s Subcontract Administrator, who issued the notice of non-award, no later than ten (10) business days after the date the email is sent providing notice of non-award or no later than ten (10) business days after a debriefing. Protests that are filed prior to Triad issuing a notice of non-award, or more than ten (10) business days after the notice of non-award is transmitted, or more than ten (10) business days after a debriefing, will be dismissed as untimely. Regardless of the filing of a Protest, Triad may award the subcontract.

Submittal of Protest: A Protest must be submitted to Triad’s Subcontract Administrator in writing, preferably via email. Triad’s Subcontract Administrator will then forward the Protest to the Protest Official, along with the Protest Record.

Awardee Intervention: Upon the request of the Awardee, at the Protest Official’s sole discretion, the Protest Official may allow the Awardee to intervene as a party to the Protest proceeding (Intervenor).

Confidentiality Agreement/Protective Order: Parties to the Protest are required to cooperate and comply with the terms of a Confidentiality Agreement/Protective Order issued by the Protest Official to allow the parties and their outside counsel appropriate access to solicitation-related documentation that contain proprietary information.

Protest Content: A Protest must be signed and must contain the following:

- The name, mailing and email address and telephone number(s) of the Protester and his/her attorney, if any;
- The Solicitation number sufficient for identification;
- A detailed statement of the legal and factual grounds for the Protest, including a description of Triad’s conduct that was inconsistent with the Solicitation and prejudiced the Protester;
- Copies of relevant documents; and
- A request for a ruling and statement as to the relief requested, subject to limits specified herein.
No Discovery: Neither the Protester nor Triad will have the right to conduct discovery in this process.

Protest Record: The Protest Record shall be prepared by Triad’s Subcontract Administrator and submitted to the Protest Official within ten (10) business days of receipt of the Protest. The Protest Record will not be made available to the Protester in order to protect the confidential, competitive information related to other Offerors. The Protest Record prepared by the Subcontract Administrator shall contain the following documents:

- A complete copy of the Protest;
- A complete copy of the protested Solicitation and subcontract;
- A complete copy of the Source Selection Plan, when applicable;
- All documentation of the evaluation and selection process used, including any memoranda or evaluation documentation generated by Triad;
- A complete copy of the Procurement Summary, if it has been prepared;
- A complete copy of the Protester’s Proposal;
- Any correspondence between Offeror(s) and Triad with respect to the challenged solicitation/subcontract;
- A memorandum from Triad’s Subcontract Administrator which responds in detail to the Protester’s allegations;
- A recommendation for corrective action, if any; and
- Additional information and documentation considered relevant to the protested solicitation and/or subcontract.

Determination of Solicitation or Subcontract Suspension: Within ten (10) business days of receiving the Protest Record, the Protest Official will determine in his/her sole discretion whether to direct that the solicitation or subcontract be suspended. A decision to suspend the solicitation or subcontract may only be made if doing so is in Triad’s best interest. Further, any decision to suspend the solicitation or subcontract may be reconsidered at any time while the Protest is pending. If the solicitation or subcontract is suspended, Triad’s Subcontract Administrator will inform Offerors who might become eligible for award of the subcontract and request that they keep their Proposals open pending resolution of the Protest, to avoid the possible need for resolicitation in the event the protest is sustained.

Protest Resolution:
A protest may be summarily dismissed by Triad’s Subcontract Administrator if it has not been filed by an Offeror or its counsel.

A protest may be summarily dismissed by the Protest Official if it:
- Has not been filed in a timely manner;
- Did not contain the required information;
- Fails to state grounds sufficient to justify relief; or
- Is frivolous.

If a Protest is summarily dismissed, the Protest Official will issue a written decision to that effect outlining his/her basis for the dismissal.

If a Protest is not summarily dismissed, the Protest Official, upon review of the Protest Record, will determine whether any additional evidence should be gathered.

If the Protest Official deems oral or written arguments necessary to disposition the protest, he/she will establish deadlines for oral or written arguments.

Standard of Review: The Protest Official is not required to limit his/her inquiry to the specific issues raised in the Protest. The Protest Official may uphold the Protest if he/she finds by a preponderance of the evidence that the conduct of those individuals acting on behalf of Triad was inconsistent with the Solicitation provisions and prejudiced the Protester. To find prejudice, the Protest Official must conclude that Triad did not follow the solicitation provisions and that the failure to do so had a significant adverse impact on the evaluation of the Protester’s Proposal. The Protest Official has broad discretion to take actions necessary to determine if Triad was
inconsistent with the solicitation provisions and whether any inconsistencies resulted in prejudice requiring that the Protest be upheld.

**Protest Decision:** The Protest Official or designee will notify the Protester in writing of his/her decision and will specify the relief to be granted, if any. Triad and the Parties will not publicly release the Protest Decision unless required by law. The Protest Official may at his/her discretion allow Protester’s or Intervenor’s outside counsel to review the decision for proprietary information. Notwithstanding the foregoing, the Protest Official, at his or her sole discretion, will determine whether the Protest Decision contains proprietary information and whether it can be released by outside counsel to the parties.

**Relief:** If the Protest Official concludes that the conduct of those individuals acting on behalf of Triad was inconsistent with the Solicitation provisions and prejudiced the Protester, as defined above, the Protest Official may direct that:

- the solicitation be amended to correct the deficiency(ies) and revised proposals requested from all Offerors;
- the solicitation be cancelled and written notification sent to all Offerors of such cancellation;
- the deficiency be corrected and the evaluation process be conducted again, if necessary;
- the subcontract be terminated and written termination notice sent to the subcontractor.

No other types of relief may be granted.

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### 21. AGREEMENT TO ARBITRATE (Nov 2018)

**Note:** An Offeror must sign and return the OFFEROR’S PROPOSAL LETTER, which contains the Agreement to Arbitrate shown below, in order to be considered for award of a subcontract.

This Agreement to Arbitrate (Agreement) constitutes an express contract between Offeror and Triad, regardless of who is awarded the subcontract. As consideration for this agreement, Triad agrees to consider the offeror’s proposal for an award in exchange for the offeror’s agreement to arbitrate as stated herein. **No arbitration may be initiated under this Agreement until an Offeror has complied with and completed Triad’s Procurement Protest Process, which is set forth in this Solicitation.** Any arbitration initiated prior to Offeror’s completion of the Protest process will be dismissed for failure to exhaust administrative remedies. The scope of any arbitration initiated pursuant to this Agreement will be the issues raised in an Offeror’s Protest and any new issues that were not and could not have been discovered prior to or during the Protest process.

The Solicitation is not a promise to contract, either express or implied. Any procurement conducted by Triad in connection with this Solicitation will be conducted solely at Triad’s discretion. Triad reserves the right to make any award, or no award, in connection with this Solicitation, in its sole discretion and in the best interests of Triad and the Government.

By responding to this Solicitation, Offeror agrees that any controversy or claim arising out of or relating to this Solicitation, any evaluation or selection process in connection with this Solicitation, or any award decision based on this Solicitation shall be settled by an arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and the provisions of this Agreement. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(a) **Arbitrator**

An arbitration initiated under this Agreement shall be decided by one arbitrator. The Offeror initiating arbitration shall be provided with a list of at least five (5) potential arbitrators identified by Triad from the National Roster of commercial arbitrators certified by the American Arbitration Association. The Offeror shall select the arbitrator of its choice from that list, subject to the availability of the arbitrator and absent any conflicts of interest between the selected arbitrator and the Offeror.

(b) **Choice of Law**
An arbitration initiated under this Agreement shall be decided under and governed by the laws of the State of New Mexico. The enforceability of this Arbitration Agreement will be determined under the laws of the State of New Mexico.

(c) Limitation of Remedies

(i) In no event shall an award in an arbitration initiated under this Agreement exceed the actual, reasonable cost of the preparation of Offeror’s proposal, plus actual and reasonable attorneys’ fees and costs incurred in the arbitration.

(ii) The arbitrator shall not under any circumstances award expectancy damages, consequential damages, "lost profits" damages, special damages, punitive damages, or any remedy or relief other than the remedy identified in subparagraph (i) above.

(iii) Any award in an arbitration initiated under this Agreement shall be limited to the relief identified in subparagraph (i), and shall not include any injunction, other equitable relief or direction to any party other than the direction to pay a monetary amount.

(d) Arbitration Deadline

Any demand for arbitration initiated under this Agreement shall be brought no later than thirty (30) business days from the Protest Official’s final decision on an Offeror’s Protest.

(e) Limitations on Discovery in Arbitration

(i) Within ten (10) business days from the appointment of an arbitrator, Triad shall file with the arbitrator and produce to the Offeror a file consisting of all documents and other tangible things relevant to the Offeror’s claim and to the procurement action(s) which is/are the subject of the arbitration (the Arbitration File). The Arbitration File will include a complete copy of the Solicitation and proposed subcontract, documentation of the procurement and selection process, correspondence between the parties that is relevant to the arbitration, and all documents on which Triad relied in making the procurement decision(s) that are the subject of the arbitration. The Arbitration File may be supplemented by either party upon approval by the arbitrator.

(ii) Discovery in the arbitration will generally be governed by the New Mexico Rules of Civil Procedure for the District Courts, with the following limitations:

(A) Each party will be limited to taking no more than three (3) depositions, unless the arbitrator finds good cause to permit additional depositions.

(B) Written discovery shall be limited to no more than twenty-five (25) requests for production of documents, and shall not include interrogatories or requests for admission, unless the arbitrator finds good cause to allow discovery beyond the limitations of this paragraph.

(iii) The arbitrator may further limit discovery and/or issue any necessary protective orders as provided in the New Mexico Rules of Civil Procedure for the District Courts.

(f) Standard of Review

The following standard of review shall apply to the arbitration. The Arbitrator may only grant relief if he or she finds substantial evidence that Triad’s conduct was inconsistent with the Solicitation and prejudiced the Offeror. To demonstrate prejudice, the Offeror must show that there was a substantial likelihood that it would have received the subcontract but for Triad’s conduct.

(g) Costs of Arbitration

The cost of the arbitrator’s fees, any American Arbitration Association administrative fees, and costs of the arbitration shall be borne by the losing party.

(h) Locale

The location of the arbitration shall be Los Alamos, New Mexico, or any other location mutually agreed upon by the parties.