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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 CEILING PRICE

The ceiling and funds obligated under this order, \$ _____, represents an amount that may not be exceeded without prior authorization by the Contracting Officer.

B.2 HOURLY LABOR RATES

<u>Labor Category</u>	<u>Base Year</u>	<u>Option Year 1</u>	<u>Option Year 2</u>	<u>Option Year 3</u>	<u>Option Year 4</u>
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To be provided by the offeror.

B.3 G&A RATE FOR OTHER DIRECT COSTS

A General and Administrative rate of ___% may be applied to other direct costs.

To be provided by the offeror. Offeror should also provide G&A rates for each of the option years if the rate will change.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 PERFORMANCE WORK STATEMENT

See Attachment A, Performance Work Statement.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE / OPTION TO EXTEND

The initial period of performance hereunder shall consist of a one-month phase-in period followed by eleven months of full performance commencing on the effective date of the Delivery Order.

There are four one-year option periods included in this Delivery Order. If the Government requires performance of services after the initial Delivery Order period, notification to the Contractor of such requirement shall be issued thirty (30) days before the beginning of the option period in accordance with the clause 52.217-9 entitled "Option to Extend the Term of the Contract." The preliminary notice does not commit the Government to an extension. The total performance period shall not exceed 5 years.

F.2 PLACE OF PERFORMANCE

The services specified by this contract shall be performed at the Contractor's facility.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 AS1105 INVOICE AND BILLING INFORMATION

MAY 1999

Submission of Proper Invoice

In order to initiate payment, the Contractor shall submit proper invoices for reimbursement in the manner and format described herein. The following data must be included in an invoice for it to constitute a proper invoice:

- a. name of Contractor and invoice date;
- b. contract number, or other authorization for delivery of property or services;
- c. description, price, fee (if applicable), and quantity of property and services actually delivered or rendered;
- d. shipping and payment terms;
 - 1. name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
 - 2. other substantiating documentation or information as required by the contract;
- e. period of performance.

Form The Contractor may use its own form, but all the above information must be on the invoice. However, it is preferred that invoices be submitted on the Government Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal Continuation Sheet." These forms are available from the Government Printing Office, 710 N. Capitol Street, Washington, DC 20801.

Address Submit all proper invoices as follows:

- a. One complete invoice copy with all attachments to the National Science Foundation, Division of Institutional and Award Support (DIAS), Attn: COTR, Room 485, 4201 Wilson Boulevard, Arlington, VA 22230.
- b. One invoice (original) without attachments to the National Science Foundation, Division of Financial Management (DFM), Accounts Payable, Room 575, 4201 Wilson Boulevard, Arlington, VA 22230.

Upon completion of the required work, the Contractor shall submit a completion invoice in compliance with FAR Clause 52.232-7 entitled, "Payments under Time-and-Materials and Labor-Hour Contracts." This completion invoice must be clearly marked as such and submitted promptly upon completion of the work but no later than one year from the completion date of this contract. The Contractor shall submit the original completion invoice to the Contracting Officer for approval and copies of the completion invoice to DFM and DIAS.

G.2 AS1120 COTR DESIGNATION AND AUTHORITY

MAY 1999

(a) The Contracting Officer has designated [name of COTR] as the Contracting Officer's Technical Representative (COTR) under this contract.

(b) The COTR is responsible for administering the performance of work under this contract. IN NO EVENT, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

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(c) The COTR may give technical direction to the Contractor, which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract. To be valid, technical direction by the COTR:

- must be consistent with the general scope of work set forth in this contract;
- may not constitute new assignment of work nor change the expressed terms, conditions or specifications of this contract; and
- shall not constitute a basis for any increase in the contract estimated cost, or extension to the contract delivery schedule.

(d) In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this Contract entitled "Changes", the Contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the Contractor's receipt of such direction. Such notice shall:

include the reasons upon which the Contractor bases its belief that the technical direction falls within the purview of the "Changes" clause; and

include the Contractor's best estimate as to the revision of the current estimated cost, fee, performance time, delivery schedules or any other contractual provision that would result from implementing the COTR's technical direction.

(e) If, after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the Contractor to proceed pursuant to the authority granted under that clause. If a determination is made that such direction is technical direction authorized by this schedule clause, the Contractor will be directed to proceed with the implementation of such technical direction.

(f) In the event a determination is made that it is necessary to avoid a delay in performance of the Contract, the Contracting Officer may direct the Contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the Contractor. Should the Contracting Officer later determine that Change direction is appropriate, the written direction issued hereunder shall constitute the required Change direction.

(g) Failure of the Contractor and the Contracting Officer to agree on whether Government direction is technical direction or a Change within the purview of the "Changes" clause shall be a dispute concerning a question of fact within the meaning of the Clause of the General Provision entitled, "Disputes."

G.3 FACILITIES TO BE ACQUIRED

In accordance with FAR Clause 52.244-2, the Contractor shall obtain the approval of the Contracting Officer prior to the acquisition of any "Facilities", as defined in FAR 45.301 that are to be direct charged to the NSF.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 AS1320 KEY PERSONNEL

MAY 1999

The personnel specified below are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of such substitution upon the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

<u>Individual</u>	<u>Title/Labor Category</u>
	Program Manager

H.2 ACCESS TO NSF FACILITIES AND INFORMATION SYSTEMS

1. Contractor personnel assigned to work at NSF facilities may be issued a proximity pass that permits their entrance to NSF facilities without going through visitor access processes. Contractor personnel may also be granted certain other privileges such as NSF e-mail accounts and/or access to NSF information systems. This access shall be provided solely at the discretion of the NSF, and may be revoked or withdrawn at any time, without notice or cause, by the Contracting Officer.

2. At any time during the term of this contract or task orders issued hereunder, contractor personnel issued a proximity pass, or granted access to NSF-e-mail or any other NSF information system, that do not require any further access, and/or at completion, expiration or termination of any such contract or task order where access has been granted, SHALL;

2.1. Report to the Division of Information Systems Help Desk (presently located in Room 357), identify themselves to the personnel present, and request that all access in their names to any NSF e-mail accounts and information systems be terminated.

2.2. Report to the second floor guard station (presently located outside Room 225), identify themselves to the personnel present, and surrender their proximity pass.

3. Contractor personnel will be considered not to require access to NSF facilities for work performance upon expiration of this contract or task orders issued hereunder.

4. The contractor is responsible for its employees' conduct and establishing out-processing procedures that insure accomplishment of the actions identified in this clause.

5. The contractor shall prepare and maintain a roster of its employees (both former and current) that have had NSF proximity cards issued in their names at any time during the term of this contract or task orders issued hereunder. This roster shall be submitted monthly, prior to the 5th day of each month, to the Contracting Officer.

6. The contractor shall immediately notify the Government point of contract in writing (e-mail is acceptable) when the conditions in Section 2 occur.

H.3 HANDLING OF DATA

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

- (1) Data of third parties which the Government has agreed to handle under protective arrangements; and
- (2) Government data, the use and dissemination of which, the Government intends to control.

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(b) In order to protect the interests of the Government and the owners, licensors of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

- (1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
- (2) Allow access to such data only to those of its employees that require access for their performance under this contract;
- (3) Preclude access and disclosure of such data outside the Contractor's organization; and
- (4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligation under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such conditions. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Notwithstanding the above, the Contractor shall not be restricted to use, disclosure, and reproduction of any data that:

- (1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;
- (2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to proprietary, restricted, confidential, or otherwise protectable data under this clause;
- (3) Is rightfully received by the Contractor from a third party without restriction;
- (4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or condition that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.216-01 TYPE OF CONTRACT

APRIL 1984

The Government contemplates award of a time and materials GSA Schedule Delivery Order resulting from this solicitation.

L.2 INSTRUCTIONS TO OFFERORS

The proposal shall clearly and fully demonstrate the offeror's capability, knowledge, and experience in regard to the technical requirements described herein. Stating that you understand and will comply or paraphrasing our requirements is not adequate. Your proposal will be considered unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the RFQ. Unacceptable proposals will be removed from further consideration.

Technical Proposal Instructions

Note: Identify any consultants used in writing this proposal (if any) and to the extent to which their services will be available in the subsequent performance of this effort.

Understanding the Requirement

The offeror shall provide a narrative response that addresses all of the functions in the Performance Work Statement (PWS) of this RFQ and identifies critical functions. The offeror shall discuss its understanding of the workload and associated problems. The offeror shall describe how you intend to provide effective customer support. The offeror shall propose a set of customer satisfaction metrics for each function that you intend to meet over the term of the delivery order. Describe the required processes, data collection systems, and resources required to adequately measure the service delivery performance.

The offeror's narrative shall also address the technical approach and methodology to be utilized in performing the PWS. A quality control plan shall be submitted. Additionally the offeror shall address their plan to handle sensitive data and to avoid the appearance of an organizational conflict of interest as defined in FAR part 9.5.

Personnel

Provide resumes in the following format for all personnel you designate as key in your proposal, identify no more than five positions/individuals. Resumes shall be limited to two (2) pages.

Note: The RFQ terms and conditions contain a requirement relating to restrictions on reassignment and replacement of key personnel. See Clause H.1 Key Personnel.

RESUME FORMAT

PROPOSED POSITION:

EDUCATION:

1. College attended with dates:
2. Technical schools attended with dates:

PROFESSIONAL ACCOMPLISHMENTS:

1. Academic & Professional Honors and Awards:
2. Professional Societies:

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PRESENT POSITIONS:

1. Company and Title of position:
2. Date of employment: To: present
3. Brief description of duties and responsibilities, including supervisory experience:
4. Immediate supervisor

PRECEDING POSITION (S):

1. Company and Title of position:
2. Date of employment: From To
3. Brief description of duties and responsibilities, including supervisory experience:
4. Immediate supervisor:

REFERENCES:

List two (2) references other than immediate supervisor.

A letter of commitment is required for each proposed key person not currently employed by the offeror. The letter of commitment must include the date of availability, the salary accepted by the individual, how long the individual's commitment is binding, and be signed by the individual and a corporate authorized official. The absence of a letter of commitment for an identified resume shall be explained.

Management Plan/Corporate Resources

The offeror shall explain the company's organizational approach, provide an organization chart that will locate this activity in the corporate structure and identify all key positions in this program, by title. Clearly state the responsibilities and authorities of each key person by describing such elements as his/her span of control, degree of autonomy, and line of communication. All interfaces with Government personnel, other NSF contractors, teaming contractors and subcontractors must be clearly delineated. The offeror shall describe the process to be followed by the Program Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources/functions not under their direct control.

The offeror shall describe the positions you consider key to meet the requirements of the contract. The descriptions shall include the rationale for the identifying these positions as key.

The offeror must, throughout their proposed approach identify which work will be performed by the prime contractor and which work will be performed by subcontractors and team members. Where subcontractors are to perform work, a discussion should be provided that identifies the key management elements that assure the timely and efficient completion of work. In addition, an explanation of each subcontractor's responsibility as part of the prime contractor team should be given. The offeror shall discuss the line of communication as well as the reporting relationships between the prime contractor and subcontractors. Describe how your proposed teaming or subcontracting approach/arrangement will continue to maintain "one face" to NSF staff. Include a description of how you plan to ensure accountability within and across functions. Include an explanation of how you managed the challenges of a multi-functional organization.

Offeror shall submit a phase-in plan detailing an approach that clearly demonstrates an ability to assume full contract responsibility upon completion of phase-in. Phase-in shall not exceed thirty (30) days. The plan should provide for the orderly transition of management and personnel to minimize the impact of on-going operations. In addition, the plan must address the training needs of all personnel.

The phase-in plan shall specifically address the proposed management organization, schedule, staffing plan (number and types of personnel), orientation, and training of personnel where appropriate (formal and informal training proposed, training source and schedule). Outline your staffing plan for obtaining a qualified workforce for this effort, indicating your intentions for recruitment and/or reassignment from within the firm.

If your phase-in plan assumes any dependency upon NSF personnel, please identify the depth and extent of the cooperation assumed.

The offeror shall provide a floor plan of the allocated space for off-site personnel, its location, arrangement for procuring the space, and plans for communications and transportation arrangements between the NSF and the off-site space.

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Price Proposal Instructions

The offeror should propose pricing in support of the SOW and apply the fully loaded rates as stated in the GSA contract. In addition, all other anticipated expenditures - Other Direct Costs (ODCs), such as travel, with applicable General and Administrative (G&A) rates shall be included, as well as, any discounts that are offered and applied.

Please provide labor categories and rates for the base year and each of the option years as shown below.

Labor Category	Hours	GSA Loaded Labor Rate \$	Proposed Loaded Labor Rate \$	FTE/Function
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All prices shall incorporate any applicable GSA fees.

The offeror should provide a price estimate for the base period and each of the option years.

Options will be evaluated in accordance with FAR 52.217-5.

The NSF is concerned with the quality and stability of the workforce to be employed on this effort. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the offeror's ability to attract and retain qualified staff, may be viewed as evidence of failure to comprehend the complexity of the contract requirements. The offeror shall submit supporting information to establish that your compensation package (salary and fringe benefits) is competitive with local conditions, which will ensure the recruitment and retention of qualified staff.

For information purposes, please provide your GSA position descriptions for non-key personnel.

Past Performance Instructions

Furnish the following information for three (3) relevant and recent contracts or subcontracts awarded to the offeror:

- a. Customer's name, address, and current telephone number of both the lead contractual and technical personnel.
- b. Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- c. Discuss major problems and highlight successes.
- d. Discuss compliance to cost estimate and other terms of the award.
- e. Identify the average number of personnel on the contract per year and percentage of turnover per year.

If you propose to use subcontractors (or teaming arrangements) to occupy a major role, provide the above information on each of the subcontractors (or team members).

Send a copy of the Performance Questionnaire, Attachment B, to each customer for the three contracts or subcontracts discussed in this section. Completed questionnaires should be submitted with the proposal or directly to the National Science Foundation, Division of Contracts and Complex Agreements, Attn: Erica White, Room 475, 4201 Wilson Boulevard, Arlington, VA 22230.

L.3 NOTICE OF NSF'S STAFFING ESTIMATES

The National Science Foundation estimates that the full-time equivalent (FTE) breakdown below will meet its requirements. The offerors are encouraged to use this breakdown in preparation of their proposal. However, the offeror may propose a different staffing scheme if they fully explain their approach. Realism of the staffing plan to fulfill NSF requirements will be considered in the technical evaluation, understanding the requirement.

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<u>Function</u>	<u># of FTEs</u>
Program Manager	1 FTE
SBIR	2 FTEs
Monitoring	9 FTEs
Outreach	2 FTEs
Crosscutting	2 FTEs
Contracts	4 FTEs
Large Facilities	2 FTEs

The contractor will specify the number of productive man hours per FTE.

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 EVALUATION CRITERIA

The Government will make an independent judgment of risks associated with the proposed approach, as well as the probability of success, the impact of failure, and the alternatives available to meet the requirements. Both technical and cost performance risks will be assessed. (Identified risk areas and the potential for price impact will be considered in the price evaluation.)

Technical Factor

Understanding the Requirement

The NSF will evaluate how well the offeror comprehends the technical and service requirements of the statement of work and how well the offeror understands the customer needs being supported. The NSF will evaluate the degree to which the proposed staffing aligns with and supports the service delivery method. The Government will evaluate the degree to which the proposed service meets the specified performance requirements.

The offeror's methodology and procedures to accomplish the activities reflected in the statement of work will be evaluated as will the offeror's quality control plan and plan to handle sensitive data and to avoid the appearance of an organizational conflict of interest.

Personnel

The NSF will evaluate the technical capability and experience of the proposed key personnel against the position for which they are proposed and consider what makes that individual "the right person for the job." The degree of commitment and the availability of these individuals to this activity will be considered.

The offeror's Professional Compensation Plan will be evaluated in accordance with FAR Clause 52.222-46. The Professional Compensation Plan will be evaluated in terms of the offeror's ability to attract and retain qualified staff to provide uninterrupted work of high quality.

Management Plan/Corporate Resources

The offeror's organization will be evaluated in terms of its ability to provide the services proposed, to deal with problems, and enhance overall control.

If the offeror proposes to subcontract any work defined within the SOW, the basis for subcontracting this work along with the suitability of the management procedures for monitoring and controlling said work, will also be considered.

The phase-in plan will be used to evaluate the offeror's approach to assuming full contract responsibility at the end of the thirty-day phase-in period. The plan will be reviewed for its effectiveness. Schedule, service levels, and the viability of the proposed Government/Contractor interface during this period will be considered. The initial staffing, orientation and training of personnel will be assessed.

The offeror will be evaluated with regard to their plans for providing facilities for off-site personnel, particularly with regard to the quality of the off-site space, communications, and transportation arrangements between the NSF and the Contractor's office space.

Price Factor

The proposed price will be evaluated for fairness and reasonableness, as well as, for your ability to attract and retain qualified staff, and realism.

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Past Performance Factor

Past performance information will be evaluated for its relevance to the requirement. The NSF will also evaluate the amount of responsibility the offeror had in the success of the project. In addition, the NSF will evaluate the amount of time that has passed since the contract or subcontract expired.

M.2 FAIR CONSIDERATION / SELECTION CRITERIA

This procurement shall be conducted giving each solicited firm a fair opportunity to propose. The NSF will make a Best Value decision by selecting a quote based on the best combination of qualitative merit and price to reduce the administrative burden of all parties to propose. The NSF will make a decision using Best Value.

Best Value is based on the premise that, if all offers are of approximately equal qualitative merit, award will be made to the offeror with the lowest evaluated price. However, the Government will consider awarding to an offeror with higher qualitative merit if the Contracting Officer determines it to be in the Government's best interest.

The Performance Work Statement, Attachment A, serves as the Government's baseline requirements. All offers will be judged against these requirements. The Technical Factor is approximately equal to the Price Factor, which is significantly more important than the Past Performance Factor. When combined, the Technical Factor and Past Performance Factor are significantly more important than the Price Factor.

The Government intends to select the offeror that provides the best value to the Government in response to this RFQ after consideration and evaluation of all the above-described Factors.