

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 GENERAL

- A. The Contractor shall provide interstate and/or interagency exchange of criminal justice and criminal justice related information at the following firm fixed.
- B. The contract term is expected to include a base period and four option periods as shown in the Table below. See Section F.2 for complete contract term and option information.

Contract Term

Base Period	04/1/2007	Through	9/30/2007
Option Period 1	10/1/2007	Through	9/30/2008
Option Period 2	10/1/2008	Through	9/30/2009
Option Period 3	10/1/2009	Through	9/30/2010
Option Period 4	10/1/2010	Through	9/30/2011
Option Period 5	10/1/2011	Through	3/31/2012

B.2 PRICING**B.2.1 General**

All contract unit prices shall be as specified in the pricing table contained in Section B.2.2. The basic contract line item number (CLIN) structure includes a one-digit prefix and a four-digit core number. The first digit of each CLIN represents the contract period, i.e., for the Base Period, the first digit for all CLINs is "0", for Option Period 1, the first digit for all CLINs is "1", etc. The remaining three digits are reserved as the "unique identifier".

B.2.2 Pricing Table***Pricing Table***

CLIN	Item Description	Unit	Estimated Quantity	Unit Price	Extended Total
0-1000 Base Year 4/1/07 thru 9/30/07					
1001	Access Fee	mo	6		\$0.00
1002*	Communication Services	mo	6		\$0.00
Not to Exceed					\$0.00
1-1000 First Option Year 10/1/07 thru 9/30/08					
1001	Access Fee	mo	12		\$0.00

Pricing Table

CLIN	Item Description	Unit	Estimated Quantity	Unit Price	Extended Total
1002*	Communication Services	mo	12		\$0.00
Not to Exceed					\$0.00
2-1000 Second Option Year 10/1/08 thru 9/30/09					
1001	Access Fee	mo	12		\$0.00
1002*	Communication Services	mo	12		\$0.00
Not to Exceed					\$0.00
3-1000 Third Option Year 10/1/09 thru 9/30/10					
1001	Access Fee	mo	12		\$0.00
1002*	Communication Services	mo	12		\$0.00
Not to Exceed					\$0.00
4-1000 Fourth Option Year 10/1/10 thru 9/30/11					
1001	Access Fee	mo	12		\$0.00
1002*	Communication Services	mo	12		\$0.00
Not to Exceed					\$0.00
5-1000 Fourth Option Year 10/1/11 thru 2/31/12					
1001	Access Fee	mo	6		\$0.00
1002*	Communication Services	mo	6		\$0.00
Not to Exceed					\$0.00
Estimated Grand Total for Base and All Option Years					\$0.00

- Note CLIN 0002: This is an estimated amount. The Department of Justice will be billed each month the actual communications costs it incurs, as invoiced by the provider company. The Contractor shall not apply any add-on charges to these actual communications costs. The amount shown in each year may not be exceeded without the prior approval of the Contracting Officer.

B.2.3 Economic Price Adjustment - Access Fee

- A. The Access Fee (CLIN XX01) is comprised of a user fee and a terminal fee. The user fee is determined annually by the unanimous vote of the NLETS Council which consists of one representative from each Principal, Federal, International and Associate Member agency and organization. Every NLETS member pays the same user fee for the same service. The terminal fee is based on the number of terminals specified in Section C of this contract and is not subject to adjustment under this clause.
- B. If, at any time during contract performance, the user fee as determined by the NLETS Council either increases or decreases, the Contractor shall furnish written notice to the Contracting Officer within 60 days after the NLETS Council determination, or within any

additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the "Contractor's proposal for an adjustment to the Access Fee CLIN to be negotiated under paragraph © of this clause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

- C. Promptly after the Contracting Officer receives the notice and data under paragraph (b) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. The Contracting Officer shall modify this contract to include the price adjustment and its effective date. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.
- D. The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the user fee during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

SECTION C STATEMENT OF WORK

C.1 GENERAL

- C.1.1 The National Law Enforcement Telecommunications (NLETS) is a computerized, high-speed message switching system created for and dedicated to the criminal justice community. Its sole purpose is to provide for the interstate and/or interagency exchange of criminal justice and criminal justice related information. A magnetic tape log of all transactions is kept to provide system statistical reports and management information.
- C.1.2 The NLETS is supported by a duplexed computer system located at the Arizona Department of Public Safety in Phoenix, Arizona. The system has the capability to receive, store and forward message traffic from and to all its user agencies. Administrative message traffic on the system includes all types of free form criminal justice related data from one point to one or more points. In addition, the NLETS supports inquiry into state motor vehicle, driver's license, criminal history and other state data bases.
- C.1.3 The NLETS users are primarily criminal justice agencies located nationwide. A single communications line is provided to the capital city for each state and the District of Columbia. The Treasury Enforcement Communications System (TECS), Postal Inspection Service Naval Investigative Services, Air Force Office of Special Investigations (OSI), National Sheriffs' Association, International Police Organization (INTERPOL), Secret Service and Department of Justice receive service through their respective dedicated line.

C.2 SCOPE

The Contractor shall provide interstate and/or interagency exchange of criminal justice and criminal justice related information to the Department firm fixed.

C.3 SPECIFIC

- C.3.1 The Contractor shall provide circuit availability twenty-four (24) hours a day in a secure law enforcement environment. The Department of Justice users of the Justice Telecommunications System (JUST) require access to the NLETS to exchange free-form criminal justice and criminal justice related information with state and local criminal justice agencies, state motor vehicle departments and other state agencies, providing routine vehicle registration or driver's license information. Access is currently being provided to over 5000 terminals nationwide, including Alaska, Hawaii, Puerto Rico, and the Virgin Islands.
- C.3.2 Point of Entry. Each state has a point of entry (POE). This is the location where the NLETS line actually terminates. In the computer-to-computer states, the POE is the state computer system which interfaces with the NLETS computer. The POE is not to

be confused with the control terminal.

- C.3.3 Control Terminal. The Department of Justice is designated as a Control Terminal Agency. This designated agency is responsible for maintaining operational surveillance over the state and of the line and for providing dissemination services in and out of the NLETS Network. The control terminal is normally addressed by NLETS using the two-character state code, the Originating Agency Identified (ORI) or XXNLETS00 where XX is the state or federal code.
- C.3.4 Traffic is directed automatically to the destination ORI(s) on the state network. In all cases, the control terminal agency is responsible for the expeditious delivery of messages to the designated destination ORI. An exception to this rule is the distribution of statewide broadcast messages.
- C.3.5 No information delivered from NLETS will be used for any purposes other than what was originally intended. Exceptions to this rule allow:
 - 1) The review of message traffic for quality control and,
 - 2) The usage of traffic for statistical analysis purposes.
- C.3.6 Message Routing. All messages will be routed using the appropriate NCIC Originating Agency Identification code. The NLETS checks the state or federal code of all incoming traffic and sends messages directly to the proper state point of entry. Any detected errors are returned to the sending terminal by the NLETS computer or the state or federal point of entry.
- C.3.7 Maintenance. Line, terminal, or data set problems shall be reported to NLETS control center by the user agency and they will coordinate all trouble isolation.
- C.3.8 System Usage - General. All traffic over the system shall be in the prescribed message form. Unnecessary messages with superfluous verbiage or embellishments are prohibited. Information of no value to the address shall be avoided. For example, addresses or telephone numbers of parents reporting runaway children are of no value to another department who will notify the originating department, not the parents, of any apprehension.

**SECTION D
PRESERVATION, PACKAGING AND MARKING**

Not Used.

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 Clauses Incorporated By Reference (FEB 1998) FAR 52.252-2

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.242-15	<u>Stop Work Order</u> (AUG 1989)
52.242-17	<u>Government Delay of Work</u> (APR 1984)
52.247-35	<u>F.O.B. Destination, within Consignee's Premises</u> (APR 1984)

F.2 TERM OF CONTRACT

A. Period of Performance

The period of performance shall commence upon April 1, 2007, and end September 30, 2007.

F.2.1 Option to Extend

This contract may be extended, at the option of the Government, upon the same terms and conditions for a period of one (1) year or increments thereof by the Contracting Officer giving written notice of the Government's exercise of such option to the Contractor by the first day of each fiscal year or within thirty (30) calendar days after funds for that fiscal year become available. Such exercise shall not have effect unless the Contracting Officer has given preliminary written notice of an intent to exercise such option at least thirty (30) days prior to the last day of the term of the contract. Such preliminary notice shall not be construed as an exercise of the option, and will not bind the Government to exercise the option. If the Government exercises such option, the contract, as extended, shall be deemed to include this option provision; provided, however, that the total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months. [Performance of services under any such extension shall be at the unit prices herein.]

F.2.2 Option to extend services (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the term of the contract.

F.3 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- a. The performance of work required herein shall be subject to the technical direction of the cognizant Contracting Officer's Technical Representative (COTR) or his designee with respect to technical matters pertaining hereto. As used herein, "Technical Direction" is direction to the Contractor which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. "Technical Direction" must be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other Clause of this contract. To be valid, technical direction:
1. must be issued in writing consistent with the general scope of work set forth in the contract;
 2. shall not change the expressed terms, conditions, or specifications incorporated into this contract; and
 3. shall not constitute a basis for extension to the contract delivery schedule or contract price.
- b. The COTR is authorized to:
1. Act as liaison and to coordinate contractor/government activities;
 2. Arrange for and coordinate the use of government resources (personnel, space, documents, etc.);
 3. Provide technical guidance in the performance of the contract; and
 4. Receive, review and approve (but not reject or deny) progress reports, selected invoices and final reports or other functions of a technical nature. The authority to reject performance and deny associated invoices is expressly reserved for the Contracting Officer.
- c. The COTR does not have the authority to alter the Contractor's obligations under the contract; direct changes that fall within the purview of the clause entitled "Changes" and/or modify any of the expressed terms, conditions, specifications, or price of the contract. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Specification/Work Statement, the Contracting Officer shall issue such changes in writing and signed.

d. The COTR assigned cognizance of this contract is:

Burl Binion
U.S. Department of Justice
Office of the CIO/Operation Services Staff
600 D Street, NW, Suite 3036
Washington, DC 20530
Telephone: (202) 514-1667

G.2 CONTRACT ADMINISTRATION

The Administrative Contracting Officer (ACO) has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Department to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the ACO may delegate certain other responsibilities to his/her authorized representatives. This contract will be administered by:

To Be Determined
U.S. Department of Justice
Procurement Services Staff
1331 Pennsylvania Ave NW Suite 1000
Washington, DC 20530
Telephone _____

Written communications shall make reference to the contract number and shall be mailed to the above address.

G.3 CONTRACTOR REPRESENTATIVE

The Contractor's Representative to be contacted for all contract administration matter is:

G.4 PAYMENT

G.4.1 General Invoice Requirements

- (a) The Contractor shall render invoices not more than monthly in an original and three (3) copies to the COTR at the address identified in Section G.1.
- (b) To constitute a proper invoice, the following information and/or attached documentation shall be included with the invoice (as applicable):

- (1) name and address of the Contractor
- (2) invoice date
- (3) contract number
- (4) period covered by the invoice
- (5) CLIN number and description, quantity, unit price and extended total for the period covered/item delivered
- (6) name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
- (7) Taxpayer Identification Number
- (8) DUNS Number

(c) The COTR will certify the invoice for payment and forward the invoice to the Finance Office specified in paragraph D below for payment. Negative inspection results will be reported immediately to the Contracting Officer.

(d) The office that will make payments due under this contract (i.e., the designated payment office) is:

U.S. Department of Justice
FDSS
600 E Street NW Room 4045
Washington, D.C. 20530-0001

(e) All follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification should be directed to the DOJ Vendor Assistance Hotline (202) 616-6260.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT TYPE

This is a Firm, Fixed Price with Economic Price Adjustment (EPA) contract. The Access Fee increases for CLIN XX01. CLIN XX02 shall be billed as direct costs without any contractor add-on charges.

H.2 FREEDOM OF INFORMATION ACT REQUESTS FOR CONTRACTOR'S PROPOSAL

Notwithstanding any other provision in this contract or any statement or restriction in the contractor's proposal, by entering into this contract, the contractor acknowledges that the Government will release Section B of this contract in its entirety in response to Freedom of Information Act (FOIA) requests without giving the contractor advance notice of the release. With respect to a FOIA request for any part of the contractor's technical proposal that is either set forth or incorporated by reference in this contract, before responding to the FOIA request the Government will afford the contractor an opportunity to explain why it believes some or all of the relevant parts of the technical proposal may be exempt from release under the FOIA.

SECTION I
Contract Clauses

The following clauses are applicable to this solicitation and any resultant contract. Unless otherwise noted, all clauses bear the effective date of April 1984.

I.1 Clauses Incorporated By Reference (FEB 1998) FAR 52.252-2

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at these Internet addresses: <http://www.arnet.gov>

52.202-1	<u>Definitions</u> (JUL 2004)
52.203-3	<u>Gratuities</u>
52.203-5	<u>Covenant Against Contingent Fees</u>
52.203-6	<u>Restrictions on Subcontractor Sales to the Government</u> (SEP 2006)
52.203-7	<u>Anti-kickback Procedures</u> (JUL 1995)
52.203-8	<u>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</u> (JAN 1997)
52.203-10	<u>Price or Fee Adjustment for Illegal or Improper Activity</u> (JAN 1997)
52.203-12	<u>Limitation on Payment to Influence Certain Federal Transactions</u> (Sept 2005)
52.204-4	<u>Printed or Copied Double-sided on Recycled Paper</u> (AUG 2000)
52.215-8	<u>Order of Precedence -- Uniform Contract Format</u> (OCT 1997)
52.215-14	<u>Integrity of Unit Prices</u> (OCT 1997)
52.219-8	<u>Utilization of Small Business Concerns</u> (MAY 2004)
52.222-3	<u>Convict Labor</u> (JUN 2003)
52.222-19	<u>Child Labor - Cooperation with Authorities and Remedies</u> (JAN 2006)
52.222-21	<u>Prohibition of Segregated Facilities</u>

	(FEB 1999)
52.222-26	<u>Equal Opportunity</u> (APR 2002)
52.222-35	<u>Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans</u> (SEP 2006)
52.222-36	<u>Affirmative Action for Workers with Disabilities</u> (JUN 1998)
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52.222-37	<u>Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans</u> (JAN 1999)
52.223-6	<u>Drug-Free Workplace</u> (MAY 2001)
52.223-14	<u>Toxic Chemical Release Reporting</u> (AUG 2003)
52.225-1	<u>Buy American Act - Supplies</u> (JUN 2003)
52.225-13	<u>Restrictions on Certain Foreign Purchases</u> (FEB 2006)
52.227-1	<u>Authorization and Consent</u> (JUL 1995)
52.227-2	<u>Notice and Assistance Regarding Patent and Copyright Infringement</u> (AUG 1996)
52.229-4	<u>Federal, State and Local Taxes</u> (State and Local Adjustments) (APR 2003)
52.232-1	<u>Payments</u>
52.232-8	<u>Discounts for Prompt Payments</u> (FEB 2002)
52.232-11	<u>Extras</u>
52.232-17	<u>Interest</u> (JUN 1996)
52.232-23	<u>Assignment of Claims</u> (JAN 1986)
52.232-25	<u>Prompt Payment</u> (OCT 2003)
52.233-1	<u>Disputes</u> (JUL 2002)
52.233-3	<u>Protest After Award</u> (AUG 1996)

52.242-13	<u>Bankruptcy</u> (JUL 1995)
52.243-1	<u>Changes-Fixed Price</u> (AUG 1987)
52.244-2	<u>Subcontracts</u> (AUG 1998) with ALT II (AUG 1998)
52.244-6	<u>Subcontracting and Outside Associates and Consultants (Architect - Engineer Service)</u> (MAY 2001)
52.248-1	<u>Value Engineering</u> (FEB 2000)
52.249-2	<u>Termination for Convenience of the Government (Fixed Price)</u> (MAY 2004)
52.249-8	<u>Default (Fixed Price Supply and Service)</u>

I.2 CLAUSES INCORPORATED IN FULL TEXT

The following clauses are incorporated in full text:

I.3 COMMUNICATION SERVICES INFORMATION*

*Applies to CLIN's XX02.

Communication services are subject to a 30-day cancellation by the Government. The Government reserves the right to cancel any or all communication services under this contract by issuance of a 30-day advanced written notice to the Contractor. In the event of a cancellation, the only liability to the Government will be payment for services rendered. No cancellation charges shall apply.

SECTION J
LIST OF ATTACHMENTS

Not Used.

SECTION K
Representations, Certifications and
Other Statements of Offerors

K.1 Annual Representations and Certifications (Jan 2006)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 519190.
- (2) The small business size standard is 6.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- [] (i) Paragraph (c) applies.
- [] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K-2 Data Universal Numbering System (DUNS) Number (Oct 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

SECTION L
Instructions, Conditions and Notices to Offerors

L.1 TYPE OF CONTRACT FAR 52.216-1 (APR 1984)

The Government contemplates award of a firm fixed price type contract resulting from this solicitation.

L.2 AUTHORIZE DEVIATIONS IN PROVISIONS FAR 52.252-5 (APR 1984)

The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

L.3 INSTRUCTIONS FOR PROPOSAL SUBMISSION

Your proposal should be submitted in one (1) part which includes the technical and business management information in accordance with instructions set forth in this section.

An original and two (2) copies of your proposal, signed by an official authorized to bind the offer, shall be submitted so as to be received not later than the time and date and at the location specified on the Standard Form 33 cover sheet.

Prospective offeror is cautioned against discussing the preparation of their proposal or technical questions with Government technical personnel. Accordingly, all communications prior to award, shall be directed to the Contracting Officer whose name and phone number appear in Block 10 of the Standard Form 33.

(a) General

The technical portion of your proposal should state an acknowledgment that all terms and conditions of this solicitation will be met.

(b) Format and Specific Content

(1) Technical Proposal

The Technical proposal shall include the following:

Cover Page: At a minimum, this shall include the name, address and telephone number of the offeror, solicitation number and the date of submission.

Cover Letter The offeror shall provide introductory information that includes the Contractor point-of-contact on the firm's letterhead.

Compliance with State whether your proposal is in complete compliance with all of this RFP.

DOJ Requirements The information contained in the technical portion of the

proposal will be used as a basis for the evaluation in accordance with Section M of the RFP.

(2) Business Management Proposal

It is contemplated that a firm-fixed-price type of contractual arrangement will be negotiated as a result of this solicitation. Offeror shall complete the pricing information required in Section B. In addition, the offeror shall address the terms and conditions of the solicitation document.

The following supporting data shall be included in the Business Management proposal:

Standard Form (SF) 33 and Amendments: The offeror shall provide original signatures on (3) three SF 33 (Section A) and an executed copy of each amendment to the solicitation. These documents must be signed by an individual authorized to bind the company.

Commercial Price List

(c) Terms and Conditions

By incorporating the terms and conditions set forth in Sections C, D, E, F, G, H, and I of the solicitation document into the proposal, the offeror is agreeing to comply with these terms and conditions.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 GENERAL**

Award will be made to that offeror whose proposal, conforming to this solicitation, is determined to be in the best interests of the Government, price and other factors considered. Other factors include:

1. The offeror's compliance with those minimum standards prerequisite to an affirmative determination of responsibility as defined by FAR Subpart 9.104-1.
2. A Contracting Officer's determination that the prices negotiated are fair and reasonable, and are fair market price as defined under FAR Part 15.

M.2 EVALUATION OF OPTIONS (JUL 1990) FAR 52.217-5

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).