

Date: 12.26.20

From: Group3 Intelligence Procurement, Noot Higgs, Procurement Mangier: noot.higgs@group3.ch

Title: G3I seeks to retain the services of an established firm to provide aviation and logistics services

Subject: Request for Proposal

Estimated Bid: \$650,000.00

Proposal Dates: 1.15.2012

Submission Deadline: 6.15.2012

A non-refundable US \$25.00 administrative fee is required for each RFP packet submission at G3I, Methods of acceptable payment will be as follows:

- 1. US Cash
- 2. Bank Wire
- 3. Paper Check
- 3. Major Credit Card Visa, MasterCard

The Evaluation Committee, with written approval of the General Manager, reserves the right to reject any or all proposals solicit new proposals, Waive minor informalities or award the project in whole or in part.

All questions regarding the proposal should be made in writing and directed to Noot Higgs Procurement Mangier, via email . Except to the above persons named, direct or indirect contact with Group3 Intelligence staff, Board member, or any person participating in the selection process is prohibited



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1.0 Summary and Background

Group3 Intelligence would like to retain the services of an established qualified firm that can provide services for Defense and Private Organizations for long and short term contracts with Group3 Intelligence. Group3 will subcontract aviation, logistics, construction and research/administrative services depending on their levels of classifications. Please feel free to submit your RFP before the dead line date, and we are always open to RFP's that are well thought out on any subject.

1.1 Company

Group3 Intelligence is a multinational research and development company that is primarily focused in defense along with large cap hydro-carbon companies, worldwide. We currently operate in Europe, Asia, North America and pop up offices in Central Africa. Using intelligence cycle methodology Group3 Intelligence collects raw data from direct observation and proprietary data bases to develop working contingency and operational plans for a wide range of subjects. In addition, to our special services missions.

1.2 Contract Term and Options

The contract awarded under this RFP is for services rendered as described in Section 3: Scope of Work. The decision to issue and award the project shall be the sole discretion of the G3I and shall be subject to certain conditions, including the following: the availability of funds, the G3I's satisfaction with the offeror's work and the successful negotiation of the fee.

1.3 Single Point of Contact

From the date of this RFP is issued until an offeror is selected and the selection is announced by the procurement officer, offerors are not allowed to communicate with any staff or officials of G3I regarding this procurement, except at the direction of Mrs. Noot Higgs, G3I Procurement Manager. Contact information for the single point of contact is as follows:

Switzerland (Central Europe) Group3 Intelligence Noot Higgs Zurcherstrasse 161 CH-8010 Zürich Email: <u>Noot.Higgs@group3.ch</u> Europe: 41 445 867 495 United States: 1.307.200.4429 United States Group3 Intelligence Anna Fischer 185 West Jackson Jackson Hole Wyoming 83001 US Anna.Fischer@Group3.ch

1.4 Required Review



1.4.1 The Offeror is required to read each and every page of the Proposal and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein except as noted elsewhere. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out in ink or in typewritten and singed in ink. Erasures or other changes in a proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by the G3I as being non-complying.

1.4.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the single point of contact referenced above on or before the date specified in the **Timetable (Appendix B).** Each question must provide clear reference to the section, page and item in question. Questions received after the deadline may not be considered.

1.4.3 Responses. The G3I will provide a written answer to all questions received by the date specified in the section Timetable. The response will be by formal written addendum. Any form of a written addendum will be forwarded to all Offerors who have picked up a RFP by the close of business on the date listed in the Timetable. Offerors must sign and return any addendum with their RFP response.

1.5 Pre-Proposal Conference

Pre-proposal conferences maybe permitted any time prior to the date of receipt established herein. The conferences will be conducted only to explain the procurement requirements for this RFP. The G3I will notify the offerors of any substantive clarification provided in response to any inquiry. The G3I will extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical

6.1 General Requirements

1.6.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Group3 Procurement Procedures. Requests for any necessary licenses, or any added provision must be submitted to the procurement officer referenced above by the date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The G3I reserves the right to address non-material requests for exceptions with the high scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offeror's submitting a response to this RFP. The G3I will make any final determination of changes to the standard terms and conditions and/or contract



1.6.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The contract shall contain the contract terms and conditions that will form the basis of any contract between the G3I and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the G3I will govern in the same offer of precedence as listed in the contract.

1.6.3 Mandatory Requirements. To be eligible for consideration, an offeror **must** meet the intent of all mandatory requirements. The G3I will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.6.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.6.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The G3I reserves the right to approve all subcontractors. The Contractor shall be responsible to the G3I for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the G3I.

1.6.6 Offeror's Signature. Any individual authorized to legally bind the business submitting the proposal must sign the proposals in ink. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the G3I from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.6.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 20-day period following the deadline for proposal submission as defined in the Timetable, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.6.8 Conflict of Interest Disclosure and Statement of Understanding Affidavit (Appendix A). Each individual or firm submitting a proposal for any portion of the work covered by the proposal by the proposing documents shall execute this affidavit.

1.6.9 Rejection. The G3I shall have prerogative to reject proposals in whole or in part if a determination is made such to be in the public interest or for any reason allowed by law.



1.6.10 Invoicing and Payment Terms and Conditions: All invoices from the offeror who is awarded the contract arising from this RFP shall include supporting documents (i.e., timesheets, shipping invoices, consumable listings, receipts, etc.). All supporting documents must be reviewed and approved by G3I prior to invoice submittal for charges. All G3I approved invoices will be paid net thirty (30) days from the date the invoices are received by G3I. Payment shall be made using a method mutually agreed upon by G3I and the successful offeror. Invoices must be submitted no later than three (3) months after completion of any given task or project. Failure to do so may result in forfeiture of payment.

1.6.11 Currencies of Proposal and Payment: All rates and prices in the proposal and all payments to the Agency shall be in the currency of the United States of America

1.6.12 Licensing. Offerors are cautioned that they are subject to Licensing laws in the contract country of area operation

1.6.13 Covenant Against Contingent Fees. The Offeror warrants that he/she has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the G3I the right to terminate the contractor or at its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractors for the purpose of securing business.

1.6.14 Equal Employment Opportunity. Section 3.01(1) of the Presidential Executive Order No. 10935 dated March 7, 1965, requires the Offeror not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Offeror will take affirmative action to insure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color or national origin

1.6.15 Assignment. Assignment will not be accepted without prior approval from the G3I. Request for approval of assignment must be made with the submission of the proposal. No assignment will be accepted if the request is not made with the proposal.

1.6.16 General Intention. Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the Offeror to provide the G3I with specified services.

1.6.17 Form of Proposal. All proposals must be submitted in writing. It should include a listing of current and former business clients and a description of the type of work performed or are being performed. At a minimum, if the Offeror is an individual, the proposal should include a complete resume of the individual. If the Offeror is a firm, the proposal should include a resume of the firm's principal(s). The proposal shall also indicate any current or historical engagement or relationships with any public



or private party that could potentially create a conflict of interest with any Government or any of its agencies or instrumentalities.

1.6.18 Modification/Alteration. After the receipt and evaluating of proposals and at its option, the G3I may conduct discussions with the responsible Offerors who have submitted proposals reasonably considered to be selected for the award with the purpose of clarification to assure full understanding and responsiveness to the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals ad such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, please bear in mind that proposals should be submitted initially on your most favorable terms. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

1.6.19 Modification or Withdrawal of Proposals. Proposals may be modified or withdrawn at any time prior to the conclusion of discussions

1.7 Submitting a Proposal

1.7.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by point response to all numbered sections, subsections and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

1.7.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The G3I may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.



1.7.4 Copies Required and Deadline for Receipt of Proposals. Any submitted after the above deadline will not be accepted. Submitted proposals must remain valid for at least ninety (90) days. In response to this RFP, both a sealed technical proposal and a sealed price/fee proposal, containing the offerors' cost and pricing data, must be submitted concurrently. Each technical proposal must be in writing with 1 Original and 1 copies. The technical proposal must be submitted in a separate sealed envelope from the price proposal. The sealed envelope shall be marked plainly or emailed in PDF form, if it is not possible to concur with the deadline, please ask the manager for a verbal waver.

Group3 Intelligence Attention: Noot Higgs, Manager Request for Proposal No. Technical Proposal

In a second separate sealed envelope, the offeror shall also submit a 1 Original schedule of proposed rates for the type of services and a total all-inclusive maximum price per month and for each fiscal year (October 1~September) emailed in PDF form, if it is not possible to concur with the deadline, please ask the manager for a verbal waver.

30). The sealed envelope shall be marked plainly:

Group3 Intelligence Attention: Anna Fischer, Manager Request for Proposal No. Price Proposal

Facsimile responses to this RFP will not be accepted.

1.7.5 Late Proposals. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the G31 receptionist's desk at the designated office email inbox, by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.



1.8 Cost of Submitting a Proposal

1.8.1 G3I Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the G3I are entirely the responsibility of the offeror. The G3I is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.8.2 All Timely Submitted Materials Become the Property of the G3I. All materials submitted in response to this RFP become the property of the G3I and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the G3I and offeror resulting from this RFP process.

Section 2: DoD Standards Information

2.0 Authority

This RFP is issued under the authority of the Department of Defense Procurement Regulations. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria.

2.1 Offeror Competition

The G3I encourages free and open competition among offerors. Whenever possible, the G3I will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the G3I's need to procure technically sound, cost-effective services and supplies.

2.2 Receipt of Proposals and Public Inspection

2.2.1 Receipt/Opening of Proposals. Proposals shall not be opened publicly, and shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to government personnel having a legitimate interest in them.

2.2.2 Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will establish an evaluation committee to review and evaluate all proposals



2.3 Classification and Evaluation of Proposals

2.3.1 Initial Classification of Proposals as Responsive or Non-Responsive. All proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination or non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest ranking offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the G3I may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the G3I.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Pre-Selection Interviews. After receipt of all proposals and prior to the determination of the award, the G3I may initiate discussion, with one or more offerors, if clarification or negotiation is necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to meet with the G3I to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.6 Best and Final Offer. The "Best and Final Offer" is an option available to the G3I under the RFP process, which permits the G3I to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated



changes. The G3I reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.7 Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rational for its decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluation committee's recommendation.

2.3.8 Contract Negotiation. The procurement officer and/or G3I representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the G3I. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the G3I may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.9 Failure to Negotiate Contract with Best Qualified Offeror. If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the file and the G3I will advise such Offeror of the termination of negotiations which shall be confirmed by written notice with three (03) days. Upon failure to negotiate a contract with the best-qualified Offeror, the G3I will enter into negotiations with the next most qualified Offeror. If negotiations again fail, negotiations will be terminated as provided in the Section and commence with the next qualified Offeror.

2.3.10 Contract Award. Contract award, if any, will be made to the highest ranking offeror who provides all required documents and successfully completes contract negotiation. All parties will execute a formal contract incorporating the Standard Terms and Conditions. The contract may be awarded in part or whole depending on the Offeror's proposal as deemed in the best interest of the G3I



Section 3 Scope of Work

3.0 Services Required

Logistical Services Objectives:

G3I seeks to retain the services of an established Aviation firm to provide transport and Logistical services for routs in North America, South East and Central Asia. The contractual obligation for both parties shall be for Mid FY2012 FY2013 FY2014 and is subject to the appropriate and availability of the funds therefore

Services and Aircraft Requirements, but not limited to:

- 1. Small turbine Aircraft with a range of 3100.
- 2. 6 Person capacity
- 3. Pilot must have the ability, or the experience to fly in the North America, South Pacific, South America, South East, Central Asia and EU
- 4. Must have a variety of different aircraft, with different ranges, and load factors, for the most cost effective choice for the mission or project objectives.

Aircraft must be available on as needed bases, and the Tuesday of every month for flights between Seattle, Hong Kong and Bangkok, with the return rout to be determined

Contract will start in April 2012 and end on November 2014. Must be based at a North American Airport facility, and be within the Seattle area, Must stop in Hong Kong and with the final destination being Bangkok.

The proposal should in include a breakdown of all stops and cost factors, as well as experience of the crew that will be operating the aircraft.



Section 4: Offeror Qualifications

4.0 Right to Investigate and Reject

The G3I may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The G3I reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the G3I that the offeror is properly qualified to carry out the obligations of the contract. This includes the G3I's ability to reject the proposal based on negative references.

4.1 Offeror Informational Requirement

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. The response "(Offeror's Name) understands and will comply" may not be appropriate for this section. (Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

4.1.1 References. Offeror shall provide a minimum of three (03) references that are using services of the type proposed in this RFP. The references may include local government or universities where the offeror, preferably within the last five (05) years, has successfully completed work similar to that included in this RFP. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The G3I reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing services similar to those requested in this RFP and under what company name. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.1.3 Method of Providing Services. Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the G3I what the offeror intends to do, the time frames necessary to accomplish the work, and how the work will be accomplished.

4.1.4 Determination of Responsibility of Offerors. The G3I reserves the right in securing from the Offeror information necessary to determine whether or not they are responsible, and to determine their responsibility in accordance with the "Standard for Determination of the Most Qualified Offeror" section on the General Terms and Conditions.



4.1.5 Standard for Determination of Best Qualified Offeror. In determining the best qualified Offeror, the G3I shall be guided by the following:

A. The ability, capacity and skill of the Offeror to perform;

B. Whether the Offeror can perform promptly or within the specified timeframe;

C. The character, integrity, reputation, judgment, experience, and efficiency of the Offeror;

D. The quality of performance of the Offeror with regards to awards previously made to him;

E. The quality (qualifications, expertise, innovativeness, best business practices) of the proposal and

the Offeror's ability to be responsive to both the known and future requirements;

F. The previous and existing compliance by the Offeror with laws and regulations relative to procurement;

G. The sufficiency of the financial resources and ability of the Offeror to perform;

- H. The Offeror's ability to meet the specifications of the RFP
- I. If requested, the Offeror must meet all regulatory requirements
- j. The number and scope of the conditions attached to the offeror's proposal.



5.0 Evaluation

After receipt of all proposals, an evaluation team will be convened to select the most responsive and qualified offerors.

5.1 Evaluation Criteria

The evaluation committee will review and evaluate the offers according to the following criteria based on a maximum possible value of 100 points. In the evaluation, rating and selecting proposals, the factors and their relative importance will be as follows:

5.1.1 Conformance with RFP Requirements

Maximum 100 Points

5.1.1.1 Submit an Executive Summary with a brief description of how your firm qualifies under the requirements of this RFP. Include a statement regarding your firm's commitment and availability to complete the project in the required timeframe. **40 points**

5.1.1.2 Provide the name of the key contact and the address of the office that would manage the project. Include a telephone number, e-mail address and website address of the firm. **5 points**

5.1.1.3 Provide at least three (03) references of clients that are using services of the type proposed in this RFP (refer to Section 4.1.1). **5 points**

5.1.1.4 Provide resumes or a summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract. **40 points**

5.1.1.5 Provide an organizational chart and describe key personnel's proposed roles and responsibilities on this project. Submittals must identify the proposed project manager responsible for day-to-day management of project tasks and primary point of contact. Describe your organizational structure. Describe your firm's structure, including whether it is a Corporation, LLC, Partnership or other organization; as well as the length of time in business, number of employees, full and part time, and other information that would help characterize the firm. Provide a list of satellite offices and affiliates. You may include brochures or other material that may be helpful in evaluating your firm (refer to Section 4.1.2). **10 points**

5.2 Evaluation and Awards

An Evaluation Team will review all proposals. A maximum of 100 points may be awarded to a proposal. Award will be made based on a weighted point evaluation with the highest overall score. The G3I shall have the right to award a contract for services in part to multiple qualified firms or in whole to one qualified firm. The G3I shall have the right to reject all proposals or offers which have been submitted in response to this RFP, at any time, if the G3I determines such to be in the best interest of the US Government for any reason allowed by law and/or regulation or for any reason whatsoever.