

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input type="checkbox"/> No	RATING	PAGE	OF PAGES
---	--------	------	----------

2. CONTRACT NO.	3. SOLICITATION NO. DTFANM-04-R-00052	4. THIS IS A: SMALL BUSINESS SET-ASIDE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	5. DATE ISSUED	6. REQUISITION/PURCHASE NO..
-----------------	--	--	----------------	------------------------------

7. ISSUED BY:
**Federal Aviation Administration
Acquisition Management Branch ANM-53A
1601 Lind Ave SW
Renton WA 98055**

8. ADDRESS OFFER TO (If other than Block 7)
See Block 7

SOLICITATION

9. Offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in The Mailroom at the Renton address above until 4:30 PM local time 8/18/04
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:	A. NAME Kevin O'Hara	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 425-227-2869
---------------------------	-------------------------	---

11. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input type="checkbox"/>	I	CONTRACT CLAUSES	
<input type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
<input type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____ CALENDAR DAYS %
--	-----------------------	-----------------------	-----------------------	--------------------------

14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A.. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
-----------------------------------	---

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
--	---	---------------	----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA
-----------------------------------	------------	---------------------------------------

22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
--------------	---	------

24. ADMINISTERED BY (if other than item 7)	25. PAYMENT WILL BE MADE BY
--	-----------------------------

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
---	------------------------------	----------------

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

CLIN	Description	Qty.	Unit Price	Extended Price
0001	Desktop Units	14	\$_____.	\$_____.
0002	Conference Room Units	13	\$_____.	\$_____.
0003	Multi-point Control Unit	1	\$_____.	\$_____.

NOTE: The Buy American Act applies to this solicitation.

NOTE: FAA is authorized to purchase from GSA Schedules and other Government Wide Acquisition Contracts, but is exempt from their mandatory use.

NOTE: FOB Destinations

B001. AVAILABILITY OF FUNDS: Funds may not presently be available for this procurement. No contract may be awarded until funds are available. No liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer. The Government will not be liable for any proposal preparation costs.

B002 SOLICITATION QUESTIONS: All offerors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must request it in writing from:

Federal Aviation Administration
Acquisitions Management Branch, ANM-53A6
1601 Lind Ave. SW
Renton WA 98055

Or by e-mail at Kevin.o'hara@faa.gov

or by FAX at (425) 227-1055.
Attn: Kevin O'Hara

The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

Proposals are due by not later than close of business 8/18/04.

Price and Technical Proposals may be submitted by FAX to 425-227-1055 or by email to kevin.o'hara@faa.gov (See section L)

Confirming hard copies may be sent by surface mail.

This is a request for offers, thus no formal bid opening will occur and results will not be available until award.

**PART I - SECTION C
SCOPE OF WORK**

**FEDERAL AVIATION ADMINISTRATION
REGULATION AND CERTIFICATION (AVR-ANM)
VIDEO CONFERENCING SOLUTION
STATEMENT OF WORK**

The FAA, AVR Northwest Mountain Region and field offices are seeking to procure a secure, reliable, and flexible hardware/software video conferencing package capable of linking each AVR organization within the Northwest Mountain Region; Region to Region with in the FAA, Regional Office to Field Office, Field Office to Field Office, and from FAA to Industry. The solution must be leading edge video conferencing technology. FAA is looking to award a contract to supply this equipment prior to October 1, 2004, with delivery, installation, and training to immediately follow.

The requirement is for:

- 14 desktop units to be delivered to the sites listed below. Polycom VSX 3000 or approved equal
- 13 Conference Room Units Polycom Viewstation SP or approved equal
- 1 Multi-point control unit Polycom MGC-50 or approved equal

All units must be from the same manufacturer. Connectivity is only required through IP.

Vendor must certify that all hardware and software provided is Section 508 compliant. (See CFR 1194.24--Video and Multimedia Products)

THIS ACQUISITION IS SUBJECT TO AVAILABILITY OF FUNDS

SYSTEM SPECIFICATIONS
Supports H.323 technology
Provides minimum bandwidth of 128 Kbps and up to 1.1 Mbps.
Provides fully integrated voice and video during the same conference
Multi-point control unit must support minimum of 16 simultaneous IP calls with a line rate of 384K and the audio standard G.728 - Polycom MGC-50 or approved equal
PC collaboration software to allow presenter in video call to connect his/her laptop or desktop to show PC content to all participants involved in the video conference
Compatible with other video-conferencing equipment
Strong encryption required. Advanced encryption system (AES) 168-bit strong encryption preferred.
Integrated desktop unit to include camera, codec, speakers and microphone. Polycom VSX 3000 or approved equal
Able to integrate with existing audio-visual equipment (i.e LCD projector, speaker system).
Able to offer advanced system management software.
Dual monitor capability

INSTALLATION, TRAINING, AND SUPPORT
Vendor must provide handling, installation, and system programming for the Control Unit and all equipment located at the Renton WA facility
Vendor must provide on-site training and installation for video-conferencing system at the Renton, WA regional office.
Minimum 1-year full warranty for all components, with option to offer up to a 3-year extended warranty.
Minimum 1-year technical support. Response within 48 hours of initial call

PART I - SECTION D
PACKAGING AND MARKING

Not Used

PART I - SECTION E
INSPECTION AND ACCEPTANCE

See Section C

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.2.2.8-6 Time of Delivery alt1 (November 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

All Items: Delivered locations listed in attachment 1 no Later than 60 calendar days after award.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may be rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

(End of clause)

3.2.4-32 Option for Increased Quantity (April 1996)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days of receipt of offers. Delivery of the added items shall continue at the rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G-001 Invoices

Submit all original invoices to the Contracting Officer and a duplicate to Lisa Suarez, Flight Standards Division; 1601 Lind Ave. SW, Suite 560; Renton, WA 98055-4056 for certification and forwarding to the Contracting Officer.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-001 GSA – Federal Supply Schedules and GWAC

FAA is authorized to purchase from GSA Schedules, but is exempt from their mandatory use. Offerors are encouraged to propose based on the method that offers prices and terms most favorable to the Government.

H-002 Payments

Partial Payments are not authorized under this contract. A single payment will be made after delivery and acceptance of the supplies. Terms are NET 30 days, FOB Destination.

PART II - SECTION I
CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-29 Integrity of Unit Prices (July 2004)**
- 3.2.2.3-33 Order of Precedence (July 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.2.8-1 New Material (October 1996)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-6 Discounts for Prompt Payment (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-25 Mandatory Information for Electronic Funds Transfer (EFT) Payment - Central Contractor Registration (CCR) (June 2001)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.6.2-4 Walsh-Healey Public Contracts Act (April 1996)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)**
- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)**
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)**
- 3.6.3-1 Clean Air and Water Certification (April 2000)**
- 3.6.3-2 Clean Air and Clean Water (April 1996)**
- 3.6.3-10 Certification of Toxic Chemical Release Reporting (August 1998)**
- 3.6.4-2 Buy American Act--Supplies (July 1996)**
- 3.10.1-7 Bankruptcy (April 1996)**
- 3.10.1-9 Stop-Work Order (October 1996)**
- 3.10.1-11 Government Delay of Work (April 1996)**
- 3.10.1-12 Changes--Fixed-Price (April 1996)**
- 3.10.4-2 Inspection of Supplies--Fixed-Price (November 1997)**
- 3.10.4-16 Responsibility for Supplies (April 1996)**
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)**
- 3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)**

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

3.9.1-1 Contract Disputes (November 2002)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

3.10.1-25 Novation and Change-Of-Name Agreements (January 2003)

a. In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.

b. For a change of Contractor name the contractor agrees to provide the necessary documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.

c. The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in FAA Procurement Guidance

entitled "Novation and Change-Of-Name Agreements" published at
http://fast.faa.gov/procurement_guide/html/3-10-1.htm.

d. When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

Attachment 1 Points of Delivery
Attachment 2 CFR, Section 508 Compliance

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

3.2.5-2 Independent Price Determination (October 1996)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror_s (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other--State basis. _____.

(d) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity
- Not a corporate entity
- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- A common parent does not own or control the offeror as defined in paragraph (a).
- Name and TIN of common parent:
 Name _____
 TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers: or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)

The offeror represents as a part of this offer that the offeror:

is or is not a regular dealer in, or

is or is not a manufacturer of, the supplies offered.

(End of provision)

3.6.3-11 Toxic Chemical Release Reporting (August 1998)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or;

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision entitled Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)

3.2.2.3-12 Amendments to Screening Information Requests (July 2004)

3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)

3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)

3.2.2.3-18 Prospective Offeror's Requests for Explanations (July 2004)

3.2.2.3-19 Contract Award (July 2004)

3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 1997)

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

L001-Required Submittals

A prospective offeror shall submit a complete business proposal that must encompass, but not necessarily be limited to, the content set forth herein.

Basic Offer

Standard Form (SF) 30, SOLICITATION, OFFER, AND AWARD
Part IV Section K, Representations, Certifications, and Other Statements

Price Proposal

Submit a completed schedule "Section B" Please note that the Contracting Officer may request additional data or clarifications. All detailed pricing proposals will be treated as confidential to the extent permitted by the law and the AMS.

Technical Proposal

Submit complete technical specifications for the items proposed. This should include model and part number, itemized by price as applicable, and descriptive literature demonstrating the proposed items ability to meet stated FAA requirements.

IMPORTANT: The offeror is advised that the Government reserves the right to award the contract without discussions. The offeror should ensure (1) that the submissions required are complete and accurate and (2) that the proposal represents the best pricing available. Failure to submit required information may result in your proposal being rejected in accordance with clause 3.2.2.3-14 LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS.

3.2.2.3-21 Facsimile Submittals (April 1996)

(a) Definition. 'Facsimile submittal,' as used in this Screening Information Request (SIR), means a submittal, modification of a submittal, or withdrawal of a submittal that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Offerors may submit facsimile submittals as responses to this SIR. These responses must arrive at the place, and by the time, specified in the SIR.

(c) Facsimile submittals that fail to furnish required representations or information, or that reject any of the terms, conditions, and provisions of the SIR, may be excluded from consideration.

(d) Facsimile submittals must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile submittal. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed submittal proposal.

(f) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: 425-227-1055

(2) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol): Pitney Bowes

(g) If the offeror chooses to transmit a facsimile submittal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submittal including, but not limited to, the following:

(1) Receipt of garbled or incomplete proposal.

(2) Availability or condition of the receiving facsimile equipment.

(3) Incompatibility between the sending and receiving equipment.

(4) Delay in transmission or receipt of submittal.

(5) Failure of the offeror to properly identify the submittal.

(6) Illegibility of submittal.

(7) Security of submittal data.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a firm fixed price contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

M001 Evaluation Criteria

Prospective offerors are required to submit business proposals as discussed herein. Proposals shall be evaluated and ranked on the basis of the following criteria:

1. Price and Price Related Factors
2. Technical Qualifications,

Any proposals determined to be "not acceptable" in any evaluated area, criteria, or sub-element thereof, shall render the proposal to be unacceptable and therefore rejected from further consideration. The government may reject any and all proposals and waive informalities or irregularities in proposals. The government reserves the right to consider any references or items of past performance and not be limited to only those for similar projects or only to those submitted by the offeror. One-on-one discussions may be held, at the option of the Government, with one or more offerors, as determined necessary by the Contracting Officer, to clarify proposals, resolve issues and omissions, etc. Award will be made based best value to the Government as determined by the criteria listed above, with price as the most important factor.

M002 CONTRACT AWARD

(a) The Government may award a contract based upon this RFO at the discretion of the source selection official and subject to availability of funds, to the responsible offeror whose submission conforms to the requirements and terms and conditions, without exceptions, and is considered to be the best value based upon the evaluation criteria in Section M.

(b) The Government may (1) reject any or all submissions if such action is in the public interest, (2) accept other than the lowest cost/price submission, and (3) waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate offers and award a contract, either on initial offers without discussions, or on initial or subsequent offers with discussions. In evaluating the offers, the Government may conduct written or oral discussions with any and/or all offerors, and may down-select the firms participating in the competition to only those offerors most likely to receive award. The Government may award a contract on the basis of initial proposals without conducting discussions or requesting best and final offers. Notwithstanding, one-on-one discussions may be held with one or more offerors, as determined necessary by the contracting officer, to clarify contents of proposals, resolve issues, discuss pricing, etc. An offer in response to this RFO should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are communications after its receipt, unless a written notice of withdrawal is received before award. Discussions

conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

(f) The Government may disclose the following information in post-award debriefing to other offerors:

(1) the source selection official's decision; (2) the offeror's evaluated standings relative to the successful offeror(s); and (3) a summary of the evaluation findings relating to the offeror.

(End of Provision)