

**REQUEST FOR QUOTATION**

(THIS IS NOT AN ORDER)

This RFQ ☒ is ☐ is not a small Business set-aside

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|                                    |                                |                                                     |                                                                |        |
|------------------------------------|--------------------------------|-----------------------------------------------------|----------------------------------------------------------------|--------|
| 1. REQUEST NO<br>EA133E-09-RQ-0198 | 2. DATE ISSUED<br>Jan 28, 2009 | 3. REQUISITION/PURCHASE REQ NO.<br>NEEF4100-9-05471 | 4. CERT FOR NAT. DEF.<br>UNDER BDSA REG 2 AND/OR<br>DMS REQ. 1 | RATING |
|------------------------------------|--------------------------------|-----------------------------------------------------|----------------------------------------------------------------|--------|

5a. ISSUED BY

NOAA/EASTERN REGIONAL ACQUISITION DIV  
200 GRANBY STREET

NORFOLK, VA 23510

6. DELIVERY BY (Date)

Feb 28, 2010

7. DELIVERY

☒ FOB Destination ☐ Other (See Schedule)

5b. FOR MORE INFORMATION CALL (No Collect Calls)

9. DESTINATION EF420073

NAME

LINDA MULLEN FAX: 757-441-3786 LLJ

Area Code

757

Telephone

441-3436

a. NAME OF CONSIGNEE

INFORMATION TECHNOLOGY BRANCH

8. TO

b. STREET ADDRESS

151 PATTON AVENUE

a. NAME

b. COMPANY

c. STREET ADDRESS

c. CITY

ASHEVILLE

d. CITY

e. STATE

f. ZIP CODE

d. STATE

NC

e. ZIP CODE

28801-5001

10. PLEASE FURNISH QUOTATIONS  
TO THE ISSUING OFFICE IN BLOCK  
5A ON OR BEFORE CLOSE OF  
BUSINESS (DATE)

Feb 10, 2009

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by Any representations and/or certifications to this Request for Quotations must be completed by the quoter.

## 11. SCHEDULE (Indicate applicable Federal, State and local taxes)

| ITEM NO.<br>(a) | SUPPLIES/SERVICES<br>(b)                                                                                                                                                                                                                                                                                                                                                                                                                        | QUANTITY<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|---------------|
| 0001            | IN ORDER TO COMPLY WITH THE DEBT<br>COLLECTION IMPROVEMENT ACT OF 1966,<br>ALL CONTRACTORS MUST BE REGISTERED<br>IN THE CENTRAL CONTRACTOR<br>REGISTRATION (CCR) TO BE CONSIDERED<br>FOR AN AWARD OF A FEDERAL<br>CONTRACT. FOR INFORMATION<br>REGARDING REGISTRATIN IN CCR<br>CONTACT THE CCR WEBSITE AT<br>WWW.CCR.GOV.<br><br>DUNS: _____<br><br>LOT I - BASE YEAR 3/1/2009 - 2/28/2010<br><br>Annual inspection and preventive and remedial | 4               | QT          |                   |               |

12. DISCOUNT FOR PROMPT PAYMENT

a. 10 Calendar Days  
(%)b. 20 Calendar Days  
(%)c. 30 Calendar Days  
(%)

D. CALENDAR DAYS

NUMBER

PERCENTAGE

NOTE: Additional provisions and representations

☒

are

are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN  
QUOTATION15. DATE OF  
QUOTATION

16. SIGNER

a. NAME (Type or print)

b. TELEPHONE

AREA CODE

c. TITLE (Type or print)

NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 18 (Rev. 6/95)

**SCHEDULE Continued**

Issue Date

| Item No. | Supplies/Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Quantity | Unit | Unit Price | Amount |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
|          | <p>maintenances required for the listed government owned Power Distribution Centers for the period of 1 March 2009 through 28 February 2010 and Battery Preventive Maintenance 2 visits for period of 1 March 2009 through 28 February 2010.</p> <p>S27875 - UPS FULL SERVICE 2PM 4 HOUR, Liebert AP600, S/N C255433/L1-04746, 150 Kva, 3 phase</p> <p>S27875-01 - battery cabinet PM ONLY 2PM, Unknown Sealed System, 2 strings, 40 Batteries per string, UPS12-40MR</p> <p>S27875-02 - battery cabinet PM ONLY 2PM, Unknown Sealed System, 2 strings, 40 Batteries per string</p> <p>S27876 - PDU FULL SERVICE 1PM, MGE Power Distribution Unit, 75 Kva</p> <p>S27877 - PDU FULL SERVICE 1PM, MGE Power Distribution Unit, 75 Kva</p> <p>S34382 - PDU FULL SERVICE 2PM, MGE Power Distribution Unit, 100 Kva</p> <p>S37709 -PDU FULL SERVICE 1PM, Power Distribution Unit, 150 Kva</p> <p>SERIAL #D07K5A0007 FULL SERVICE 2PM 4 HOUR, Liebert AP600, 225 Kva, 3 phase</p> <p>Offer to include 10% Battery Coverage per Year and UPS Preventive Maintenance, 2 visits.</p> <p>Billing shall be Quarterly in arrears.</p> <p>LOT II - FIRST OPTION YEAR 3/1/2010 - 2/28/2011</p> |          |      |            |        |
| 0002     | <p>Annual inspection and preventive and remedial maintenances required for the listed government owned Power Distribution Centers for the period of 1 March 2010 through 28 February 2011 and Battery Preventive Maintenance 2 visits for period of 1 March 2010 through 28 February 2011.</p> <p>S27875 - UPS FULL SERVICE 2PM 4 HOUR, Liebert AP600, S/N C255433/L1-04746, 150 Kva, 3 phase</p> <p>S27875-01 - battery cabinet PM ONLY 2PM, Unknown Sealed System, 2 strings, 40 Batteries per string, UPS12-40MR</p> <p>S27875-02 - battery cabinet PM ONLY 2PM, Unknown Sealed System, 2 strings, 40 Batteries</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 4        | QT   |            |        |

**SCHEDULE Continued**

Issue Date

| Item No. | Supplies/Services                                                                                                                                                                                                                                                                                      | Quantity | Unit | Unit Price | Amount |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
|          | per string                                                                                                                                                                                                                                                                                             |          |      |            |        |
|          | S27876 - PDU FULL SERVICE 1PM, MGE<br>Power Distribution Unit, 75 Kva                                                                                                                                                                                                                                  |          |      |            |        |
|          | S27877 - PDU FULL SERVICE 1PM, MGE<br>Power Distribution Unit, 75 Kva                                                                                                                                                                                                                                  |          |      |            |        |
|          | S34382 - PDU FULL SERVICE 2PM, MGE<br>Power Distribution Unit, 100 Kva                                                                                                                                                                                                                                 |          |      |            |        |
|          | S37709 -PDU FULL SERVICE 1PM, Power<br>Distribution Unit, 150 Kva                                                                                                                                                                                                                                      |          |      |            |        |
|          | SERIAL #D07K5A0007 FULL SERVICE 2PM 4<br>HOUR, Liebert AP600, 225 Kva, 3 phase                                                                                                                                                                                                                         |          |      |            |        |
|          | Offer to include 10% Battery Coverage per Year<br>and UPS Preventive Maintenance, 2 visits.                                                                                                                                                                                                            |          |      |            |        |
|          | Billing shall be Quarterly in arrears.                                                                                                                                                                                                                                                                 |          |      |            |        |
|          | LOT III - SECOND OPTION YEAR 3/1/2011 -<br>2/29/2012                                                                                                                                                                                                                                                   |          |      |            |        |
| 0003     | Annual inspection and preventive and remedial<br>maintenances required for the listed government<br>owned Power Distribution Centers for the period of<br>1 March 2011 through 29 February 2012 and<br>Battery Preventive Maintenance 2 visits for period<br>of 1 March 2011 through 29 February 2012. | 4        | QT   |            |        |
|          | S27875 - UPS FULL SERVICE 2PM 4 HOUR,<br>Liebert AP600, S/N C255433/L1-04746, 150 Kva,<br>3 phase                                                                                                                                                                                                      |          |      |            |        |
|          | S27875-01 - battery cabinet PM ONLY 2PM,<br>Unknown Sealed System, 2 strings, 40 Batteries<br>per string, UPS12-40MR                                                                                                                                                                                   |          |      |            |        |
|          | S27875-02 - battery cabinet PM ONLY 2PM,<br>Unknown Sealed System, 2 strings, 40 Batteries<br>per string                                                                                                                                                                                               |          |      |            |        |
|          | S27876 - PDU FULL SERVICE 1PM, MGE<br>Power Distribution Unit, 75 Kva                                                                                                                                                                                                                                  |          |      |            |        |
|          | S27877 - PDU FULL SERVICE 1PM, MGE<br>Power Distribution Unit, 75 Kva                                                                                                                                                                                                                                  |          |      |            |        |
|          | S34382 - PDU FULL SERVICE 2PM, MGE<br>Power Distribution Unit, 100 Kva                                                                                                                                                                                                                                 |          |      |            |        |
|          | S37709 -PDU FULL SERVICE 1PM, Power<br>Distribution Unit, 150 Kva                                                                                                                                                                                                                                      |          |      |            |        |
|          | SERIAL #D07K5A0007 FULL SERVICE 2PM 4<br>HOUR, Liebert AP600, 225 Kva, 3 phase                                                                                                                                                                                                                         |          |      |            |        |

**SCHEDULE Continued**

Issue Date

| Item No. | Supplies/Services                                                                                                                             | Quantity | Unit | Unit Price | Amount |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
|          | <p>Offer to include 10% Battery Coverage per Year and UPS Preventive Maintenance, 2 visits.</p> <p>Billing shall be Quarterly in arrears.</p> |          |      |            |        |

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**1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2008)**  
(Reference 12.301)

**2. 1352.209-73 COMPLIANCE WITH THE LAWS (MAR 2000)**

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

(End of clause)

**3. 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MAR 2000)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified to perform the Statement of Work/Specifications referenced as an attachment.

(End of clause)

**4. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (Dec \_\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)). (15 U.S.C. 657a).
- \_\_\_\_\_ (3) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- HUBZone \_\_\_\_\_ (4) 52.219-4, Notice of Price Evaluation Preference for Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (5) [Reserved]
- (6)
- XX (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).**
- \_\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
- \_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- (7)
- (June \_\_\_\_\_ (i) 52.219-7, Notice of Partial Small Business Set-Aside 2003) (15 U.S.C. 644).
- \_\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- 2004) (15 \_\_\_\_\_ (8) 52.219-8, Utilization of Small Business Concerns (May U.S.C. 637(d)(2) and (3)).

(9)  
 2008) \_\_\_\_\_ (i) 52.219-9, Small Business Subcontracting Plan (Apr  
 (15 U.S.C. 637(d)(4)).  
 \_\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.  
 \_\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.  
 U.S.C. \_\_\_\_\_ (10) 52.219-14, Limitations on Subcontracting (Dec 1996) (15  
 637(a)(14)).  
 1999) \_\_\_\_\_ (11) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan  
 (15 U.S.C. 637(d)(4)(F)(i)).  
 (12)  
 Small \_\_\_\_\_ (i) 52.219-23, Notice of Price Evaluation Adjustment for  
 Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323)  
 (if the offeror elects to waive the adjustment, it shall so  
 indicate in its offer).  
 \_\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.  
 Program- \_\_\_\_\_ (13) 52.219-25, Small Disadvantaged Business Participation  
 Disadvantaged Status and Reporting (Apr 2008) (Pub. L.  
 103-355, section 7102, and 10 U.S.C. 2323).  
 Program- \_\_\_\_\_ (14) 52.219-26, Small Disadvantaged Business Participation  
 Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section  
 7102, and 10 U.S.C. 2323).  
 Small \_\_\_\_\_ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned  
 Business Set-Aside (May 2004) (15 U.S.C. 657 f).  
**XX (16) 52.219-28, Post Award Small Business Program Rerepresentation**  
**(June 2007) (15 U.S.C. 632(a)(2)).**  
**XX (17) 52.222-3, Convict Labor (June 2003) (E.O. 11755).**  
 \_\_\_\_\_ (18) 52.222-19, Child Labor--Cooperation with Authorities and  
 Remedies (Feb 2008) (E.O. 13126).  
**XX (19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).**  
**XX (20) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).**  
 \_\_\_\_\_ (21) 52.222-35, Equal Opportunity for Special Disabled  
 Veterans,  
 Veterans of the Vietnam Era, and Other Eligible Veterans  
 (Sept 2006) (38 U.S.C. 4212).  
**XX (22) 52.222-36, Affirmative Action for Workers with Disabilities**  
**(Jun 1998) (29 U.S.C. 793).**  
 \_\_\_\_\_ (23) 52.222-37, Employment Reports on Special Disabled  
 Veterans,  
 Veterans of the Vietnam Era, and Other Eligible Veterans (Sept  
 2006) (38 U.S.C. 4212).  
 Payment of \_\_\_\_\_ (24) 52.222-39, Notification of Employee Rights Concerning  
 Union Dues or Fees (Dec 2004) (E.O. 13201).  
 (25)  
**XX (i) 52.222-50, Combating Trafficking in Persons (Aug 2007)**  
**(Applies to all contracts).**  
 \_\_\_\_\_ (ii) Alternate I (Aug 2007) of 52.222-50.  
**XX (26) 52.222-54, Employment Eligibility Verification (Jan 2009).**  
**(Executive Order 12989). (Not applicable to the acquisition of**  
**commercially available off-the-shelf items or certain other**  
**types**  
**of commercial items as prescribed in 22.1803.)**  
 (27)  
 \_\_\_\_\_ (i) 52.223-9, Estimate of Percentage of Recovered Material  
 Content for EPA-Designated Items (May 2008) (42 U.S.C.

6962(c)(3)(A)(ii)).  
 \_\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).  
 \_\_\_\_\_ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).  
 (29)  
 \_\_\_\_\_ (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).  
 \_\_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.  
 \_\_\_\_\_ (30) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).  
 (31)  
**XX (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169.**  
 \_\_\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.  
 \_\_\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.  
 \_\_\_\_\_ (32) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq.,  
 19 U.S.C. 3301 note).  
**xx (33) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).**  
 \_\_\_\_\_ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).  
 \_\_\_\_\_ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster  
 or  
 Emergency Area (Nov 2007) (42 U.S.C. 5150).  
 \_\_\_\_\_ (36) 52.232-29, Terms for Financing of Purchases of Commercial  
 Items  
 (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).  
 \_\_\_\_\_ (37) 52.232-30, Installment Payments for Commercial Items (Oct  
 1995)  
 (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).  
**XX (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).**  
 \_\_\_\_\_ (39) 52.232-34, Payment by Electronic Funds Transfer-Other  
 than  
 Central Contractor Registration (May 1999) (31 U.S.C. 3332).  
 \_\_\_\_\_ (40) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).  
 \_\_\_\_\_ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5  
 U.S.C.  
 552a).  
 (42)  
 \_\_\_\_\_ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).  
 \_\_\_\_\_ (ii) Alternate I (Apr 1984) of 52.247-64.  
 (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:  
 \_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).  
 \_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires  
 (May  
 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).  
 \_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract  
 Act-  
 Price Adjustment (Multiple Year and Option Contracts) (May 1989)

(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Act- \_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract

Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Contract \_\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service

Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

Contract \_\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service

Act Contracts fro Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1)(i) through (ix) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(viii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**5. 1352.215-77 EVALUATION UTILIZING SIMPLIFIED ACQUISITION PROCEDURES (MAR 2000)**

a. The Government will award a purchase order or delivery order resulting from this solicitation to the responsible offeror whose quotation conforming to the solicitation results in the best value to the Government, price and other factors considered. The following will be used to evaluate quotations:

(1) Personnel Qualifications

Provide resumes and level of experience in similar projects of key personnel proposed;

(2) Technical Capability

Provide sufficient information to demonstrate ability to meet Government's requirement. Address proposed management of program and plans to provide seamless support;

(3) Past Performance

Provide list of contacts, including phone numbers, to conduct firm's past performance in successfully accomplishing activities similar to those identified in the Statement of Work (SOW); and

(4) Price

(End of clause)

**6. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

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).

(End of Provision)

**7. 52.217-8 OPTION TO EXTEND SERVICES (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 one day of expiration of the purchase order.

(End of Clause)

**8. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within one day of expiration of the purchase order

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provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least one days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of Clause)

**9. 1352.237-72 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE SITE (LOW RISK CONTRACTS) (DEC 2006)**

**A. Investigative Requirements for Low Risk Contracts**

Each person employed under this Low Risk contract shall undergo security processing by the Department's Office of Security as indicated below before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas or obtain access to a DOC IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

**1. Non-IT Service Contracts**

a. Contracts more than 180 days - National Agency Check and Inquiries (NACI)

b. Contracts less than 180 days - Special Agency Check (SAC)

**2. IT Service Contracts**

a. Contracts more than 180 days - National Agency Check and Inquiries (NACI)

b. Contracts less than 180 days - National Agency Check and Inquiries (NACI)

3. In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement (ICE - formerly Immigration and Naturalization Service) agency check.

**B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)**

Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

1. Official legal status in the United States;

2. Continuously resided in the United States for the last two years; and

3. Advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

**C. Security Processing Requirements for Low Risk Non-IT Service Contracts**

Processing requirements for Low Risk non-IT Service Contracts are as follows.

1. Contract employees employed in Low Risk non-IT service contracts for more than 180 days will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF-85, Questionnaire for Non-Sensitive Positions, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a Special Agreement Check (SAC), Form OFI-86C, to be processed. The Contracting Officer's Representative (COR) will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

3. Any contract employee with a favorable Special Agreement Check who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

4. For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

5. In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the COR must request a CIS (Customs and Immigration

Service) check on the SAC, Form OF-86C, by checking Block #7, Item I. In Block 13, the COR should enter the employee's Alien Registration Receipt Card number to aid in verification.

6. Copies of the appropriate forms can be obtained from the COR or the Office of Security. Upon receipt of the required forms, the COR will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the COR whether work can commence prior to the completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The COR will notify the Contractor of an approved contract start date as well as favorable or unfavorable finding of the suitability determinations.

D. Security Processing Requirements for Low Risk IT Service Contracts

Processing requirements for Low Risk IT Service Contracts are as follows.

1. Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Form SF-85, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Customs and Immigration Service (CIS). The COR must request the CIS check as a part of the NAC.

E. Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the Contracting Officer, will immediately remove the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

1. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.

2. Falsification of information entered on security screening forms or of other documents submitted to the Department.

3. Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.

4. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities.

F. Access to National security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

G. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

## Scope Of Work

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### Full Service - 1PM - PDU

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#### **Annual Service**

- Perform a complete visual inspection of all internal sub-assemblies, wiring harnesses, contactors, cables, and major components
- Check for proper clearance around the unit
- Inspect all transformer, terminal block, and ground/neutral bus bar connections for tightness
- Inspect input and output breaker(s) for tightness
- Inspect high- and low-voltage junction box terminals for tightness
- Inspect all option wiring for tightness (spike suppressor, ground fault, and phase rotation/loss)
- Inspect all capacitor bank connections for tightness
- Verify that all cooling fans are functional and air ducts are clear
- Verify continuity and correct rating of all fuses
- Measure input and output phase-to-phase voltage
- Measure output phase-to-neutral voltage
- Measure the output, neutral, and ground currents
- Verify and record kVA and kW load and capacity, per phase
- Verify grounding electrode conductor, including any isolated grounds.
- Check that the local and remote EPOs are functioning properly, if permitted
- Verify that the monitor is recording within +/- 2% of measured values, calibrate as necessary, where possible
- Perform infrared temperature point-scan checks of all electrical power connections
- Clean interior and exterior of unit

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### Full Service - 2PM - PDU

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#### **Annual Service**

- Perform a complete visual inspection of all internal sub-assemblies, wiring harnesses, contactors, cables, and major components
  - Check for proper clearance around the unit
  - Inspect all transformer, terminal block, and ground/neutral bus bar connections for tightness
  - Inspect input and output breaker(s) for tightness
  - Inspect high- and low-voltage junction box terminals for tightness
  - Inspect all option wiring for tightness (spike suppressor, ground fault, and phase rotation/loss)
  - Inspect all capacitor bank connections for tightness
  - Verify that all cooling fans are functional and air ducts are clear
  - Verify continuity and correct rating of all fuses
  - Measure input and output phase-to-phase voltage
  - Measure output phase-to-neutral voltage
  - Measure the output, neutral, and ground currents
  - Verify and record kVA and kW load and capacity, per phase
  - Verify grounding electrode conductor, including any isolated grounds.
  - Check that the local and remote EPOs are functioning properly, if permitted
  - Verify that the monitor is recording within +/- 2% of measured values, calibrate as necessary, where possible
  - Perform infrared temperature point-scan checks of all electrical power connections
  - Clean interior and exterior of unit
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## **Full Service - 2PM - 4 Hour Response - UPS**

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### ***Semi-Annual Service***

- Perform a complete visual inspection of all internal sub-assemblies, wiring harnesses, contactors, cables, and major components
- Check for proper clearance around the unit
- Perform temperature checks on all breakers, connections, and associated controls. Report all high temperature areas
- Check air filters for cleanliness; clean or replace
- Check module(s) for the following, as applicable: Rectifier and inverter snubber circuit board discoloration, Power capacitors for swelling or leakage, Capacitor vent caps extruded more than 1/8, Fans for proper operation
- Lubricate and check bearings for abnormal condition, as applicable, where possible
- Record all meter readings and calibrate as necessary, where possible
- Measure and record phase-to-phase input, output, bypass and battery voltages and currents, where possible
- Review alarm log/history for any irregular activity, where possible
- Verify remote status panel operation
- Measure and record harmonic trap filter currents, where possible
- Review system performance with customer to address any questions and to schedule any repairs
- Implement manufacturer field change notices, as possible
- Perform functional system test upon customer approval
- Provide inspection report, with recommendations, to Customer within 7 to 10 business days

### ***Annual Service - consists of all steps included with Semi-Annual Service, plus:***

- Check the inverter and rectifier snubbers for discoloration or damaged wiring
- Check all contacts to ensure secure connections
- Verify all connections show no signs of discoloration
- Check fuses on the DC capacitor deck for continuity, as applicable
- Clean interior and exterior of unit
- With customer approval, perform operational test of the system including unit transfer and battery discharge
- Measure and calibrate, as necessary, where possible, all electronics to system specifications
- Measure and record all low-voltage power supply levels , ,

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## **PM Only - 1PM - UPS**

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### ***Semi-Annual Service***

- Perform a complete visual inspection of all internal sub-assemblies, wiring harnesses, contactors, cables, and major components
  - Check for proper clearance around the unit
  - Perform temperature checks on all breakers, connections, and associated controls. Report all high temperature areas
  - Check air filters for cleanliness; clean or replace
  - Check module(s) for the following, as applicable:
    - Rectifier and inverter snubber circuit board discoloration
    - Power capacitors for swelling or leakage
    - Capacitor vent caps extruded more than 1/8 inch
    - Fans for proper operation
  - Lubricate and check bearings for abnormal condition, as applicable, where possible
  - Record all meter readings and calibrate as necessary, where possible
  - Measure and record phase-to-phase input, output, bypass and battery voltages and currents, where possible
  - Review alarm log/history for any irregular activity, where possible
  - Verify remote status panel operation
  - Measure and record harmonic trap filter currents, where possible
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- Review system performance with customer to address any questions and to schedule any repairs
- Implement manufacturer field change notices, as possible
- Perform functional system test upon customer approval
- Provide inspection report, with recommendations, to Customer within 7 to 10 business days

**Annual Service consists of all steps included with Semi-Annual Service, plus:**

- Check the inverter and rectifier snubbers for discoloration or damaged wiring
- Check all contacts to ensure secure connections
- Verify all connections show no signs of discoloration
- Check fuses on the DC capacitor deck for continuity, as applicable
- Clean interior and exterior of unit
- With customer approval, perform operational test of the system including unit transfer and battery discharge
- Measure and calibrate, as necessary, where possible, all electronics to system specifications
- Measure and record all low-voltage power supply levels

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## **PM Only - 2PM - Sealed Battery**

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**All work performed** in accordance with the IEEE 1188 Standard (manufacturer's specifications for Valve Regulated Lead Acid [VRLA] batteries).

### **Semi-Annual or Quarterly Service**

- Measure and record each cell terminal voltage (DC and AC)
- Measure and record overall system DC voltage and current levels
- Measure and record ambient room temperature
- Measure and record temperature of all negative posts
- Measure and record AC ripple voltage and current
- Measure and record VDC & VAC of jar/cell (cell #1 + post to frame ground; frame ground to - post of last cell in string)
- Check jar and cover for signs of leakage
- Check for corrosion on terminal post and connector
- Check general appearance and cleanliness of battery room and batteries
- Review Customer battery maintenance logs and add maintenance entry
- Perform safety checks:
  - Confirm proper warning/hazard labels
  - Confirm proper operational information, placards, and labeling
  - Check safety equipment and supplies for proper amount and location
- Provide inspection report with recommendations to Customer within 7 to 10 business days

**Annual Service consists of all steps included with Semi-Annual/Quarterly Service, plus:**

- Torque battery to manufacturers specification (as needed if connection resistance measures greater than 20% of average)
- Clean and re-secure all battery terminals and jumper connections, as applicable (up to 20%)
- Clean and neutralize jar and rack/cabinet, as applicable
- Load test each jar or use equivalent device

### **Optional (Semi-Annual and/or Annual) Service**

- Load testing (discharge and proper recharge in accordance with IEEE 1188 Standard)
  - Thermal scanning on all AC components associated with the DC Power system
  - Thermal scans on all battery and DC power connections, DC buss-work, and circuit breakers
  - Verify input/output voltage on inverters and test alarm, as applicable
  - Verify input/output voltage on converters and test alarm, as applicable
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