

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER F7CEOQ312103		PAGE 1 OF 10				
2. CONTRACT NO. FA3010-04-P-0028		3. AWARD/EFFECTIVE DATE 01-Oct-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER F22600-03-T-0018		6. SOLICITATION ISSUE DATE 25-Jul-2003		
7. FOR SOLICITATION INFORMATION CALL				a. NAME CAROL A. THIBODEAU		b. TELEPHONE NUMBER (No Collect Calls) 228-377-1827		8. OFFER DUE DATE/LOCAL TIME 13-Aug-2003 16:00		
9. ISSUED BY 81ST CONTRACTING SQUADRON CAROL THIBODEAU 310 M STREET, RM 102 KEESLER AFB MS 39534-2147 TEL: 228-377-1827 FAX: 228-377-3298			CODE FA3010		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3534 SIZE STANDARD: 500			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO 81 CES OPERATIONS FLIGHT - F7CEOQ 1LT JASON LYONS 508 L STREET KEESLER AFB MS 39534-2115			CODE F7CEOQ		16. ADMINISTERED BY SEE ITEM 9					
17 a. CONTRACTOR/ OFFEROR KONE, INC. RICK CHAPPOTIN 5236 A HALLS MILL ROAD MOBILE AL 36619 TEL. 251-661-7522X103			CODE 1NL69		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY DFAS-SAVAFVD (1-888-478-5636) 500 MCCULLOUGH AVE SAN ANTONIO TX 78215-2100			CODE F60700
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21 QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule								26. TOTAL AWARD AMOUNT \$78,264.00		
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.								ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.								ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					COPIES		29. AWARD OF CONTRACT: REFERENCE RFQ No. F22600-03-T-0018 <input checked="" type="checkbox"/> OFFER DATED <u>05-Aug-2003</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR					31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Steven W. Taylor / Contracting Officer			31 c. DATE SIGNED 01-Oct-2003		
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41 c. DATE		42a. RECEIVED BY (Print)					
					42b. RECEIVED AT (Location)					
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS				

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	FFP - Services Nonpersonal: Provide full preventive maintenance, repair, testing, inspection, and call back services on all passenger, freight, and service elevators and escalators located on Keesler AFB, MS (other than the medical center). All work shall be performed in accordance with the contract terms and conditions and the Statement of Work (SOW). Frequency of service is defined in SOW Appendix B. PURCHASE REQUEST NUMBER F7CEOQ312103. ACRN AA. SIGNAL CODE A	12.00	Months		
0002	Services Nonpersonal: Labor Charges for repairs resulting from misuse, abuse, or uncontrollable events, major repairs, and emergency service calls on Keesler AFB, MS (other than the medical center) in accordance with the contract terms and conditions and the Statement of Work. PURCHASE REQUEST NUMBER F7CEOQ312103. ACRN AA. SIGNAL CODE A	26.00 EST	Hours		
0003	Services Nonpersonal: Reimbursable parts for Keesler AFB, MS (other than the medical center) - Actual voucher cost for parts purchased which cost \$250.00 or more and are subject to reimbursement in accordance with the contract terms and conditions and the Statement of Work. PURCHASE REQUEST NUMBER F7CEOQ312103. ACRN AA. SIGNAL CODE A	1.00	Lump Sum		
0004	Services Nonpersonal: Provide independent acceptance inspection of new elevators on Keesler AFB, MS (other than the medical center) not installed by contractor. Work shall be performed in accordance with the contract terms and conditions and the Statement of Work. PURCHASE REQUEST NUMBER F7CEOQ312103. ACRN AA. SIGNAL CODE A	2.00	Each		

0005	FFP - Services Nonpersonal: Provide full preventive maintenance, repair, testing, inspection, and call back services on all passenger, freight, and service elevators and escalators located at Keesler Medical Center. All work shall be performed in accordance with the contract terms and conditions and the Statement of Work (SOW). Frequency of service is defined in SOW Appendix B. PURCHASE REQUEST NUMBER F7CEOQ312103. ACRN AB. SIGNAL CODE A	12.00	Months
0006	Services Nonpersonal: Labor Charges for repairs resulting from misuse, abuse, or uncontrollable events, major repairs, and emergency service calls at Keesler Medical Center in accordance with the contract terms and conditions and the Statement of Work. PURCHASE REQUEST NUMBER F7CEOQ312103. ACRN AB. SIGNAL CODE A	26.00 EST	Hours
0007	Services Nonpersonal: Reimbursable parts for Keesler Medical Center - Actual voucher cost for parts purchased, which cost \$250.00 or more and are subject to reimbursement in accordance with the contract terms and conditions and the Statement of Work. PURCHASE REQUEST NUMBER F7CEOQ312103. ACRN AB. SIGNAL CODE A	1.00	Lump Sum

DELIVERY INFORMATION:

<u>CLINS</u>	<u>PERIOD OF PERFORMANCE</u>	<u>FOB</u>
0001 through 0007	01-OCT-2003 through 30-SEP-2004	Destination

ACCOUNTING AND APPROPRIATION DATA

ACRN AA: 5743400
 FUNDED AMOUNT:

ACRN AB: 9740130.1883
 FUNDED AMOUNT:

CLAUSES INCORPORATED BY REFERENCE:

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001

52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.247-7023	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

Alt III

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

<u>DOCUMENT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>	<u>DATE</u>
Attachment 1	Statement of Work	9	14 JULY 2003

THE FOLLOWING COLLECTIVE BARGAINING AGREEMENT IS HEREBY INCORPORATED:

THE STANDARD AGREEMENT OF THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS,
DATED JULY 9, 2002 TO JULY 8, 2007.

**THE FOLLOWING DEPARTMENT OF LABOR WAGE DETERMINATION IS HEREBY
INCORPORATED:**

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor



William W. Gross
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 1968-0040
Revision No.: 47
Date Of Last Revision: 07/14/2003

States: Louisiana, Mississippi

Area: Louisiana Parishes of Acadia, Ascension, Assumption, Avoyelles, Concordia, East Baton Rouge, East Feliciana, Evangeline, Iberia, Iberville, Jefferson, Lafayette, Lafourche, Livingston, Orleans, Plaquemines, Pointe Coupee, Saint James, Saint John The Baptist, St Bernard, St Charles, St Helena, St Landry, St Martin, St Mary, St Tammany, Tangipahoa, Terrebonne, Vermilion, Washington, West Baton Rouge, West Feliciana
Mississippi Counties of Adams, Amite, Claiborne, Copiah, Covington, Forrest, Franklin, Hancock, Harrison, Hinds, Jefferson, Jefferson Davis, Lamar, Lawrence, Lincoln, Madison, Marion, Pearl River, Pike, Rankin, Scott, Simpson, Smith, Stone, Walthall, Warren, Wilkinson, Yazoo

**** Fringe Benefits Required Follow the Occupational Listing ****

CODE RATE	OCCUPATION TITLE	MINIMUM WAGE
23210	Elevator Repairer (1,2,3,4,5)	23.545
23220	Elevator Repairer Helper (1,2,3,4,5)	16.48
23230	Elevator Repairer Helper, Probationary	11.77

A newly hired employee may be classified as a probationary help r if, over an aggregate period of not more than nine months, he/she has not more than six months experience in the industry. A month shall be deemed worked when the probationary employee has completed 100 hours in a month.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HOLIDAYS: A minimum of seven paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

Annuity and 401 (k) Plan: \$.40 per hour for all hours worked. Effective January 1, 2004, \$.20 per hour more after each year through 2007.

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) HEALTH & WELFARE: \$5.775 per hour for all hours worked.
- 2) VACATION: Annual vacation pay is accrued as follows: After 6 months but less than 5 years of service in the industry, 6 percent of regular hourly rate for all hours worked, not to exceed 120 hours pay; more than 5 years of service in the industry, 8 percent of regular hourly rate for all hours worked, at least 160 hours vacation pay. Maximum hours of vacation pay are applicable to a employee who works 1750 hours or more but less than 2000 hours in the year.
- 3) PENSION: \$2.88 per hour for all hours worked
- 4) EDUCATIONAL FUND: \$.30 per hour for all hours worked
- 5) Work Preservation Fund (Elevator): \$ 0.10 per hour.

52.225-13 -RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2003) (DEVIATION)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services, if any Executive order administered by OFAC, or OFAC's regulations set forth at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports into the United States from North Korea. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons. More information about these restrictions as well as updates with respect to restrictions imposed after April 2003, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

SMOKING IN AETC FACILITIES:

Contractors are advised that the Commander has placed restrictions on the smoking of tobacco products in AETC facilities. AFI 40-102, Tobacco Use in the Air Force, and its AETC supplement 1, outline the procedures used by the commander to control smoking in our facilities. Contractor employees and visitors are subject to the same restrictions as government personnel. Smoking is permitted only in designated smoking areas.

ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

The following paragraphs of this clause are tailored as follows:

(a) Inspection/Acceptance. Add the following: Inspection and acceptance of the services will be performed at Keesler Air Force Base, MS, by **81 CES/CEOE (228-377-3740)**.

(c) Changes. Replace with the following: Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes such as changes in the paying office, appropriations data, etc., which may be changed unilaterally by the Government.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003) (DEVIATION)

(a) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of the basic clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) 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) 52.219-8, Utilization of Small Business Concerns (October 2000) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 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)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Grade Equivalent & Monetary Wage</u>	<u>Fringe Benefits</u>
#23210, Elevator Repairer	WG-10, \$16.81	See a & b below
#23220, Elevator Repairer Helper	WG-5, \$13.94	See a & b below

Fringes Benefits:

- a. Total fringe benefit factor is 32.85 percent.
- b. Contribution of 24.0 percent of basic hourly rate for retirement, 5.7 percent for insurance (health & life), 1.7 percent for other fringe benefits, and 1.45 percent for Medicare.

52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor Kone, Inc. and the International Union of Elevator Constructors. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (b) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003) (DEVIATION)

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Order-Commercial Items (DEVIATION) clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of Clause)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

(a) Definitions. As used in this clause--

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 2002)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and I.D. Card to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

81st Civil Engineer Squadron



ELEVATOR MAINTENANCE & REPAIR

STATEMENT OF WORK

Keesler Air Force Base

14 July 2003

STATEMENT OF WORK
ELEVATOR/ESCALATOR MAINTENANCE
KEESLER AIR FORCE BASE, MISSISSIPPI

1. SCOPE OF WORK. The contractor shall furnish all management, labor, tools, scanner, analyzer, and any other equipment (electronic and otherwise), transportation, materials, and parts necessary to inspect, test, and maintain elevators/escalators as set forth in this statement of work. All work shall be performed in accordance with (IAW) this statement of work (SOW) and shall conform to the terms, standards, and conditions of the supporting contract. Specific maintenance tasks performed shall be IAW the procedures outlined by the respective elevator/escalator manufacturer.

2. TASKS:

2.1. Quality Control. The contractor shall provide quality control adequate to ensure that inspections are thorough and that all required repairs and maintenance tasks are performed IAW prescribed standards and ensure full compliance with American National Standards Institute (ANSI)/American Society Of Mechanical Engineers (ASME) standards.

2.2. Preventive Maintenance. The contractor shall perform complete preventive maintenance, repair, testing, and inspection of all elevator/escalator equipment listed in Appendix A at the frequencies listed in Appendix B, ensuring they are maintained in safe operating condition. Maintenance and service work shall be performed IAW the manufacturer's specifications, instructions, and handbooks. In addition, service work shall conform to the National Elevator Maintenance Standards for inspections and adjustments. The contractor shall adjust, lubricate, repair, replace, inspect, and/or test elevators/escalators and their associated parts, including, but not limited to: machines, motors, generators, controllers, gears, bearings, clutch and brake components, commutators, coils, stators, brushes, windings, relays, contacts, magnet housing frames, rotating elements, hangers, tracts, guides, door operating devices, pistons, cylinders, gauges and other hydraulics items, interlocks, gates, controls, alarms, buttons, indicators, lights, signal, communication systems, and safety equipment. The contractor shall inspect and maintain the hydraulic fluid overflow reservoir system and remove excess fluid as required. The contractor shall repair or replace elevator electrical, mechanical or hydraulic parts as deemed necessary, using only genuine standard parts produced for the use as installed. All parts shall be of the original manufacturer's design and specifications or equal thereto. The contractor shall perform recurring maintenance and service as required by the manufacturer's listed procedures.

2.3. Test. The contractor shall ensure that all tests of elevators/escalators and individual component parts shall be performed IAW the appropriate ANSI/ASME Standard. The contractor shall specifically test to the requirements of ANSI/ASME 17.1, "Safety Code For Elevators and Escalators", ANSI/ASME 17.1, "Handbook for Elevators, Escalators, and Moving Walks", ANSI/ASME 17.2, "Inspector's Manual for Elevators and Escalators", ANSI/ASME 17.3, "Existing Elevators and Escalators, Safety Code", and, ANSI/ASME 17.4, "Emergency Evacuation of Passengers From Elevators". The Contractor shall provide any special tools or test equipment needed to perform each test.

2.4. Safety Tests. The contractor shall inspect and test all safety devices, alarms, and governors semi annually. These tests shall be accomplished IAW ANSI Code A-17, Section 1001 for electrically-powered elevators, and Section 1004 for hydraulically-driven elevators. Annual periodic tests and inspections shall be accomplished IAW ANSI Code A-17, Section 1002 for electric elevators and Section 1005 for hydraulic elevators. Five-year test requirements shall be performed IAW Sections 1002 And 1005. The contractor shall conduct the annual no load test of elevators when applicable, using ANSI Code A-17 for these tests.

2.5. Wire Ropes, Cables and Pulleys. The contractor shall re-work or replace ropes, cables, and pulleys, to include electrical conductors and traveling cables, as required by the elevator or the independent component manufacturer, to ensure compliance with all safety requirements. The contractor shall also check tension of hoisting cables and equalize cable loading by adjustments as required.

2.6. Lubrication. The contractor shall maintain proper lubrication of rollers, bearings and guide rails, and other components requiring lubrication. The contractor shall furnish all special lubricants and cleaning supplies as required by the elevator manufacturer to service and repair elevators. The contractor shall also repair or replace guides and rails when wear of these items is found beyond specification limits.

2.7. Corrosion Treatment and Control. The contractor shall inspect elevator components for the presence of corrosion. Corroded areas shall be appropriately treated to reduce or inhibit corrosion development, or be replaced if they are beyond specification limits.

3. PARTS TO BE FURNISHED AND INSTALLED OR REPAIRED.

3.1. The Contractor shall furnish and install or repair when and as necessary, machine hydraulic pumps, motor generators, controllers, selectors, worms, gears, thrusts, windings, commutators, hydraulic pump “V” belts and pulleys, hydraulic valve components and coils, circuits, magnet frames, relays, contractors, control fuses, cams, car doors and hoist way door hangers, tracks and door gibs, door operating devices, interlocks and contacts, car gates, safety devices, governors, push buttons, annunciators, hall lantern and indicators, lamp replacements in signal systems and all other elevator accessory equipment. All parts shall be of the original manufacture’s design and specification or equal thereto.

3.2. The Contractor **shall not:** supply or replace incandescent or fluorescent lamps for car light fixtures, supply or replace floor covering on elevator car platforms, make renewals or repairs necessitated by reason of negligence or abuse of the equipment by persons other than Contractor representatives/employees, or by reason of any other cause beyond the control of the Contractor, except normal wear and tear, or install new attachments as may be recommended or directed by Federal, state, municipal or other Government authorities without prior approval of the Contracting Officer.

3.3. Government Reimbursement. The contractor will be reimbursed at invoice cost for parts required to replace defective items which are beyond economical repair on elevators and escalators identified in Appendix A. Reimbursement will be made only for those items costing \$250.00 or more. The contractor shall request written approval from the Government inspector prior to procurement/purchase and installation of parts subject to reimbursement. The request shall include a description of the defective component being replaced and the estimated cost of the new item to include a labor estimate. The contractor shall submit the appropriate invoice showing actual cost to validate the request for reimbursement.

4. CONTRACTOR REQUIREMENTS:

4.1. Contract Manager. The contractor shall provide a contract manager who shall be responsible for daily operations and all work performed under this contract. The names of the manager and an alternate(s), who shall assume management duties and have the authority to act for the contractor when the manager is absent, shall be designated in writing to the contracting officer prior to the contract start date. The contract manager shall be available for call during the hours mentioned in paragraph, 2.2. and shall provide phone number(s) to make contact.

4.2. Hours of Operation. Keesler AFB utilizes a compressed work schedule in which forty-four (44) hours are worked in one week and thirty-six (36) hours are worked in the following week and there after repeating, as follows:

7:00 a.m. (0700) to 4:45 p.m. (1645) - Monday through Thursday
7:00 a.m. (0700) to 3:45 p.m. (1545) - Every other Friday.

The contractor shall utilize this schedule for customer service hours for as long as the compressed week schedule is in effect. The contractor is cautioned to comply with all applicable Department of Labor rules and regulations. :

4.2.1. Federal Holidays. The contractor is not required to provide routine service on observed Federal Holidays, such as:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

4.2.2. Whenever a federal holiday falls on a Saturday, the preceding Friday is observed, and whenever a holiday falls on a Sunday, the following Monday is observed. Whenever a federal holiday falls on a down Friday, the preceding Thursday is observed.

4.2.3. Call back service shall be provided 24 hours a day, seven days a week, including holidays. The contractor shall respond to call back work no later than twenty-four (24) hours after initial notification for service.

4.2.4. The contractor shall respond within 2 hours of notification to emergency or urgent service calls. A call of this type would suggest that there are trapped persons, or the elevator condition could result in life or property endangerment, or could have an adverse effect upon personnel, equipment and mission accomplishment. Emergency service shall be provided, 24 hours a day, seven days a week, including holidays.

4.3. Functional Interference. The contractor shall schedule preventive maintenance so that the performance of this work will cause minimum interference with the normal facility operation. Work will be pursued diligently and proceed progressively to complete without undue delay. Coordination with the Government inspector and the building manager shall be accomplished prior to work performance when interference is unavoidable.

4.4. Contractor Employees. The contractor agrees to utilize responsible, capable employees in the performance of tasks on this contract. The contractor may be asked to remove persons who pose a threat to the health, safety, or security of the installation. While on duty, Contractor personnel shall be easily recognized as contractor employees. This may include a name badge, company shirt with employee's name, etc. Employees must wear identification at all times.

4.5. Licenses/Certification. Prior to beginning performance, the contractor shall provide proof of applicable state or local elevator licenses for electrical or hydraulic type elevators and escalators, and that mechanics are certified through the National Elevator Industry Education Program (NEIEP). Persons performing maintenance must have participated in a certification program within the last 12 months.

5. GENERAL INFORMATION.

5.1. Security Requirements.

5.1.1. The contractor shall notify the Servicing Security Police Organization (81 SFS/SFAI) at Keesler AFB before on-base performance of the contract. The notification shall include:

- a. Name, Address, and Telephone Number of Company Representative(s)
- b. The contract number and contracting agency
- c. The reason for the contract (i.e., the work to be performed)
- d. The location(s) of the contract performance and future performance, if known.
- e. The date contract performance begins
- f. Any change to information previously provided under this paragraph

5.1.2. Contractor personnel shall report to an appropriate authority any information or circumstances of which they are aware, which may pose a threat to the security of DOD personnel, contractor personnel, or government resources.

5.2. Physical Security. The contractor shall ensure no government owned or controlled real or personal property is damaged during any service provided under the contract. The contractor will be responsible for the repair or replacement of any government property damaged by the contractor at no expense to the government.

5.3. Key Control. The contractor shall establish and implement key control procedures to ensure keys issued to the contractor by the government are properly safeguarded and not used by unauthorized personnel. The contractor shall not duplicate keys issued by the government without written authority from the controlling agency. Lost keys shall be reported immediately to the contracting officer. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the Contracting Officer, to re-key or replace the affected lock or locks without cost to the Government. The Government may, however, at its option, replace the affected lock or locks or perform re-keying. The Contractor will be responsible for the cost.

5.4. Traffic Laws. The contractor and its employees shall comply with the installation traffic code and the laws of the State of Mississippi. Contractor personnel operating motor vehicles on the installation shall possess a valid state drivers license.

6. GOVERNMENT INSPECTIONS: A Government contract monitor/inspector will be designated to inspect work performed by the contractor. The contractor's work will be evaluated according to the contract, this statement of work, the product manufacturer's data, and applicable industry standards. Observations that indicate improper or questionable performance will be brought to the attention of the contractor's representative for corrective action. The contractor shall correct the condition at no additional cost to the Government

7. SERVICE RECORDS:

7.1. Monthly Reports. The contractor shall compile and submit a monthly report documenting maintenance activities for the previous month to the contracting officer or designated government inspector not later than the 7th of the month following the month being reported. The report shall fully record the results of all scheduled and unscheduled maintenance and inspections, include the checklist used on each unit serviced, and identify the applicable ANSI/ASME requirements, which were satisfied. The report shall also include date of service, name of technician, and a certification that the elevator or specific component was checked and the final condition noted. If applicable, the report shall include copies of invoices for purchased parts costing \$250.00 or more, which are subject to reimbursement.

7.2. Service Manuals. The Government will not provide service manuals or service diagnostic software or tools to Contractor. The Contractor shall obtain, have on file, and make available to its representatives, all operational and technical documentation (such as operational and service manuals, schematics, and parts lists) which are necessary to meet the performance requirements of this contract.

8. SAFETY PROCEDURES. The contractor shall comply with all appropriate safety requirements, including OSHA, public health, and commercial standards (i.e ANSI/ASME) applicable to the work being performed.

8.1. The contractor shall shut down any elevator when continued use would violate fire or safety regulations, or endanger life or property. The contractor shall provide and place self-standing, easy to read signs, which include the words "ELEVATOR BEING SERVICED, DO NOT ENTER". The contractor shall attach a "Red Tag" to the controls, stating the problem, corrective action required, date condition noted, and name of the mechanic or the quality control inspector. The Government inspector and facility manager shall be immediately notified of the elevator's condition.

8.2. The contractor shall obtain a welding permit from the Base Engineer and notify the base fire department before commencing welding operations.

8.3. The contractor shall dispose of all oils, hydraulic fluids and other hazardous waste in accordance with federal, state and local regulations, and dispose of trash or debris off Government property in accordance with the same.

8.4. The contractor shall maintain and monitor work areas to minimize inconvenience to the facility occupants, and conduct work in a manner that will ensure maximum protection of Government property and personnel.

9. GOVERNMENT PROPERTY CONTROL. The contractor shall ensure that a Temporary Issue Receipt is prepared for elevator components removed from Keesler Air Force Base for repair at the contractor's facility. The receipt shall include a detailed description of and serial number for the item and the contract number and be signed by the contractor's representative. Copies shall then be provided to the facility manager and Government inspector. The contractor shall obtain approval of the Government inspector before removing any parts off base. The contractor shall remain fully responsible for all items until they are returned and re-installed on the elevator.

10. WARRANTY OF WORK. The contractor warrants that work performed under this contract, including work performed by a subcontractor, shall conform to the contract requirements and shall be free of defects. The terms of this warranty shall continue for thirty days (30) after the completion of this contract.

Appendix A

Unit	Facility	Location	Manufacturer	Type	Model	Serial	Stops	Load
1	0223	Base Operations	Dover	Hydraulic	E-A3088DMC1	6-12453	2	N/A
2	0468	Hospital #1	Montgomery KONE	Electric	MI PROM HY11	CT-67595	6	N/A
3	0468	Hospital #3	Montgomery KONE	Electric	MI PROM21	CT-67596	6	N/A
4	0468	Hospital #4	Montgomery KONE	Electric	MI PROM21	CT-67597	6	N/A
5	0468	Hospital #5	Montgomery KONE	Electric	MI PROM21	CT-67598	6	N/A
6	0468	Hospital #6	Montgomery KONE	Hydraulic	JOB #76706	09488	2	4000#
7	0468	Hospital #7	Jolley	Hydraulic	N/A	N/A	2	4000#
8	0468	Hospital #8	Jolley	Hydraulic	N/A	N/A	2	4000#
9	0468	Hospital #9	Montgomery KONE	Electric	L56265	CT-67599	6	N/A
10	0468	Hospital #10	Montgomery KONE	Electric	C53919	CT-67600	6	N/A
11	0468	Hospital #11	Montgomery KONE	Electric (Dumbwaiter)	L92850	CT-67601	6	N/A
12	0468	Hospital #12	Montgomery KONE	Electric (Dumbwaiter)	122849	CT-67602	6	N/A
13	0468	Hospital #13	Montgomery KONE	UP Escalator	N/A	78126	1	N/A
14	0468	Hospital #14	Montgomery KONE	DN Escalator	N/A	78127	1	N/A
15	0701	Sablich Center	Montgomery KONE	Hydraulic	MIPROM	145383	2	2,500#
16	1002	Stennis Hall	Dover	Hydraulic	EP-80-25	E8500	2	4000#
17	2503	7 Level Dorm	Montgomery KONE	Hydraulic	MI PROM 1	CP-PHD-85818	3	N/A
18	2504	7 Level Dorm	Montgomery KONE	Hydraulic	MI PROM 1	CP-PHD-85819	3	2000
19	2602	Tech Training Spt	National	Hydraulic	EP-80-25	E 8500	2	2100#
20	3821	Shaw House #1	Montgomery KONE	Electric	MI PROM 21	CT-72735	5	N/A
21	3821	Shaw House #2	Montgomery KONE	Electric	MI PROM 21	CT-72736	5	N/A
22	4116	Dolan Hall	Montgomery KONE	Hydraulic	N/A	N/A	2	2500#
23	4202	Hangar #2	Garaventa	Wheelchair Lift	3660	91-0743-44	2	N/A

Appendix A (Cont.)

Unit	Facility	Location	Manufacturer	Type	Model	Serial	Stops	Load
24	4209	Control Tower	Montgomery KONE	Hydraulic	MI PROM 1	CP-75256	6	2000#
25	4330	Wolf Hall	Montgomery KONE	Hydraulic	MI PROM 1	CP-79040	2	N/A
26	4332	Weather Training	Dover	Hydraulic	089EDMC-1/M	9089	3	3500#
27	4705	Civil Engineer	Dover	Hydraulic	118245	E-70720	2	2000#
28	6901	Bryan Hall	Bagby	Hydraulic	N/A	N/A	3	6000#
29	6902	Jones Hall	Dover	Hydraulic	S.A.P.B.	E-27242	3	6000#
30	6903	Hewes Hall	Southeastern	Hydraulic	N/A	N/A	3	3000#
31	6918	Garrard Hall	ESCO	Hydraulic	JOB# 7622	N/A	2	6000#
32	6950	Triangle Dorm	Dover	Hydraulic	N/A	N/A	3	3500#
33	6955	Triangle Dorm	Dover	Hydraulic	N/A	N/A	3	3500#
34	6965	Foster Manor Triangle Dorm	Dover	Hydraulic	N/A	EH-7178	3	3500#
35	7310	Training Spt	Mowery	Hydraulic	N/A	N/A	3	3500#
36	7315	Triangle Dorm	Mowery	Hydraulic	N/A	N/A	3	3500#
37	7320	Triangle Dorm	Mowery	Hydraulic	N/A	N/A	3	3500#
38	7404	Winters Manor Triangle Dorm	Dover	Hydraulic	N/A	LMH-EH-0457	3	3500#
39	7330	Triangle Dorm	Mowery	Hydraulic	ME225	15-1731	3	3500#
40	3101	Locker House	Schindler	Hydraulic	MYC 330A	0202	3	2,100#
41	2603	C-130J Bldg	Montgomery, Kone	Hydraulic	#8008602	#2100	2	4,000#
42	0470	Tyer House #1 East Elevator	Montgomery, Kone	5 stop traction	M1-PROM21	CT-72737	5	2,000#
43	0470	Tyer-House#2 West Elevator	Montgomery, Kone	6-stop traction	M1-PROM21	CT-72738	6	2,000#

Appendix B

Unit	Facility	Location	Frequency of Maintenance
1	0223	Base Operations	Semi-Annually
2	0468	Hospital #1	Every Other Month
3	0468	Hospital #3	Every Other Month
4	0468	Hospital #4	Every Other Month
5	0468	Hospital #5	Every Other Month
6	0468	Hospital #6	Every Other Month
7	0468	Hospital #7	Every Other Month
8	0468	Hospital #8	Every Other Month
9	0468	Hospital #9	Every Other Month
10	0468	Hospital #10	Every Other Month
11	0468	Hospital #11	Every Other Month
12	0468	Hospital #12	Every Other Month
13	0468	Hospital #13	Every Other Month
14	0468	Hospital #14	Every Other Month
15	0701	Sablich Center	Every Other Month
16	1002	Stennis Hall	Semi-Annually
17	2503	7 Level Dorm	Semi-Annually
18	2504	7 Level Dorm	Semi-Annually
19	2602	Tech Training Spt	Semi-Annually
20	3821	Shaw House #1	Every Other Month
21	3821	Shaw House #2	Every Other Month
22	4116	Dolan Hall	Semi-Annually
23	4202	Hangar #2	Semi-Annually
24	4209	Control Tower	Semi-Annually
25	4330	Wolf Hall	Semi-Annually
26	4332	Weather Training	Semi-Annually
27	4705	Civil Engineering	Semi-Annually
28	6901	Bryan Hall	Semi-Annually
29	6902	Jones Hall	Semi-Annually
30	6903	Hewes Hall	Semi-Annually
31	6918	Garrard Hall	Semi-Annually
32	6950	Triangle Dorm	Semi-Annually
33	6955	Triangle Dorm	Semi-Annually
34	6965	Foster Manor	Semi-Annually
35	7310	Training Spt	Semi-Annually
36	7315	Triangle Dorm	Semi-Annually
37	7320	Triangle Dorm	Semi-Annually
38	7404	Winters Manor	Semi-Annually
39	3101	Locker House	Quarterly
40	0470	Tyer House #1	Quarterly
41	0470	Tyer House #2	Quarterly
42	2603	C-130J Bldg	Semi-Annually
43	7330	Triangle Dorm	Semi-Annually

