

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3156-2171		PAGE 1 OF 8	
2. CONTRACT NO. DACA31-03-P-0271		3. AWARD/EFFECTIVE DATE 15-Jul-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0077	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM EPPS		b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610		6. SOLICITATION ISSUE DATE 19-Jun-2003	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715  TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 1731 SIZE STANDARD: 12.0M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO USACE-BALTIMORE SEE SCHEDULE FOR SUPPLIES, SERVICES, AND SHIPPING ADDRESS BALTIMORE MD 21201-2530		CODE 00000000		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		12. DISCOUNT TERMS 0% NET 30 DAYS	
17a. CONTRACTOR/ OFFEROR  MYCO INC JOHN F. HAZARD DBA INDUSTRIAL CLEANING SYSTEMS 7175-A OAKLAND MILLS ROAD COLUMBIA MD 21046-11585  TEL. (410) 796-3700 EXT. 224		CODE 04EX0  FACILITY CODE 04EX0		18a. PAYMENT WILL BE MADE BY  USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>					
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT	
				See Schedule		<b>\$6,640.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES 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.				29. AWARD OF CONTRACT: REFERENCE DACW31-03-P-0271 <input checked="" type="checkbox"/> OFFER DATED <u>01-Jul-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			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						15-Jul-2003	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 EMAIL:			
32a. 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		34. VOUCHER NUMBER	
				PARTIAL		FINAL	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
		41c. DATE		40. PAID BY			
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	VEHICLE WASH FACILITY REPAIR AT FT. MYER FFP FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO REPAIR THE VEHICLE WASH FACILITY REPAIR AT FT. MYER PER THE ATTACHED SCOPE OF WORK. POC (REQUESTOR) RICK SEUFERT (410)962-2656/AYAD ELGOHARY (410) 962-2019 POC (VENDOR) JOHN HAZARD (410)796-3700, EXT. 224/ johnhazard@myco.inc.com POC (CONTRACTING OFFICE) WILLIAM EPPS (410)962-5610 PURCHASE REQUEST NUMBER: W81W3G-3156-2171	1	Lump Sum	\$6,640.00	\$6,640.00
					NET AMT
					\$6,640.00
ACRN AA Funded Amount					\$6,640.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-JUL-2003 TO 09-SEP-2003	N/A	USACE-BALTIMORE SEE SCHEDULE FOR SUPPLIES, SERVICES, AND SHIPPING ADDRESS BALTIMORE MD 21201-2530 FOB: Destination	00000000

## ACCOUNTING AND APPROPRIATION DATA

AA: 21 NA 19999 2050.0000 E1 1999 08 8012 70000000000 18020 3200 003HSP  
 AMOUNT: \$6,640.00

## CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.222-3	Convict Labor	AUG 1996
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
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
252.219-7011	Notification to Delay Performance	JUN 1998

252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **Nine (9)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than Sixty (60) days. \* The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) 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 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the 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 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.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, 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 (MAR 2000) (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)

STATEMENT OF WORK

Scope of Work:

Repair the vehicle wash system to include the following:

- Label all electrical panels
- Provide schedule for all electrical panels to identify breakers in panel
- Install new air switches & tripper hoses
- Adjust water heaters in mechanical room for proper temperature
- Replace the pressure wash wands
- Provide six (6) extra nozzles for the detergent arch & Replace two (2) nozzles on the wash arch
- Check final rinse r/o arch and tanks for proper operation



	Rates	Fringes
PILEDRIVERS	19.95	4.50
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ELEC0026A 11/04/2002		
ELECTRICIANS	28.35	7.77 + 3%
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PAIN0051D 06/16/2002		
GLAZIERS		
Contracts over \$2,000,000	22.26	6.09
Contracts \$2,000,000 and under	21.06	6.09
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PAIN0051M 01/16/2003		
PAINTERS:		
Brush, Roller, Spray and Drywall Finishers	21.21	6.39
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PLAS0891C 05/01/2002		
CEMENT MASONS	21.87	3.895
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PLUM0005E 08/01/2002		
PLUMBERS:		
Apartment Buildings over 4 stories (except hotels), schools, colleges, and speculative office buildings, strip shopping centers, churches, water coolers, room air conditioning units, appliances, packaged ice machines, and light commercial refrigeration and/or air conditioning systems serving a single business in a single story building and not to exceed 5 h.p. or tons, self-contained package unit up to and including 5 h.p. or tons.	18.03	6.09
All other work	27.67	9.24
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PLUM0602A 08/01/2002		
STEAMFITTERS, REFRIGERATION AND AIR CONDITIONING MECHANICS	27.52	9.37+a
a.PAID HOLIDAYS: New Year's Day, Independence Day, Thanksgiving Day and the day after Thanksgiving, Labor Day and Christmas Day.		
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SFVA0669A 04/01/2001		
SPRINKLER FITTERS	25.20	7.00
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SHEE0100B 07/01/2002		
SHEET METAL WORKERS (Including HVAC Duct Work)	26.88	8.06
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SUVA1105A 05/12/2000		
CARPENTERS (Including Drywall Hanging)	16.76	3.69
LABORERS, UNSKILLED	11.33	2.60
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		

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 Unlisted classifications needed for work not included within  
 the scope of the classifications listed may be added after  
 award only as provided in the labor standards contract clauses  
 (29 CFR 5.5(a)(1)(ii)).  
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In the listing above, the "SU" designation means that rates  
 listed under that identifier do not reflect collectively  
 bargained wage and fringe benefit rates. Other designations  
 indicate unions whose rates have been determined to be  
 prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
 be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a  
 position on a wage determination matter
- \* a conformance (additional classification and rate)  
 ruling

On survey related matters, initial contact, including requests  
 for summaries of surveys, should be with the Wage and Hour  
 Regional Office for the area in which the survey was conducted  
 because those Regional Offices have responsibility for the  
 Davis-Bacon survey program. If the response from this initial  
 contact is not satisfactory, then the process described in 2.)  
 and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
 process described here, initial contact should be with the Branch  
 of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U. S. Department of Labor  
 200 Constitution Avenue, N. W.  
 Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an  
 interested party (those affected by the action) can request  
 review and reconsideration from the Wage and Hour Administrator  
 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N. W.  
 Washington, D. C. 20210

The request should be accompanied by a full statement of the  
 interested party's position and by any information (wage payment  
 data, project description, area practice material, etc.) that the  
 requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an  
 interested party may appeal directly to the Administrative Review  
 Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U. S. Department of Labor  
 200 Constitution Avenue, N. W.  
 Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION