

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER DACW67-02--R-0018	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 16 APR 2002	PAGE OF PAGES 1
	IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.			

4. CONTRACT NUMBER 0885/02/201517 DACW67-02-D-1007	5. REQUISITION/PURCHASE REQUEST NUMBER W68MD9-2081-4896	6. PROJECT NUMBER
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7. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-PR PO Box 3755 Seattle, WA 98124-3755 TEL: (206) 764-6698 FAX: (206) 764-6817	CODE W68MD9	8. ADDRESS OFFER TO SEE ITEM 7
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9. FOR INFORMATION CALL	A. NAME ELAINE M EBERT	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) (206) 764-6698
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

PROVIDE ALL PLANT, LABOR, TOOLS, EQUIPMENT AND MATERIALS TO ACCOMPLISH A BROAD RANGE OF MAINTENANCE, REPAIR, AND MINOR CONSTRUCTION WORK ON REAL PROPERTY. INDIVIDUAL TASK ORDERS TO BE ISSUED UNDER INDEFINITE/DELIVERY INDEFINITE/QUANTITY (IDIQ) TYPE CONTRACT, IN ACCORDANCE WITH THE ATTACHED CONTRACT CLAUSES, TECHNICAL SPECIFICATIONS AND WAGE DETERMINATIONS. THE AREA OF PERFORMANCE WILL BE MONTANA AND IDAHO.

1. Solicitation Number: DACW67-02-R-0018 dated 16 Apr 2002 with 0 Amendments theteto.
2. Wage Determination: See Alterations Page
3. See Page 00010-3 for Alterations to the Contract.
4. The SBA Serving Office for this Contract is: U.S Small Business Administration
Helena District office
301 South Park, Drawer 10054
Helena, Montana 59626-0054

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving

award, notice to proceed. This performance period is mandatory, negotiable. (See Technical Specs.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

YES NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 1:00 PM (hour) local time 3 MAY 2002 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) MCS Environmental, Inc. 5562 Alloy South Missoula, MT 59808 Tax ID No: <u>81-0459203</u> DUNS No: <u>60-758-6815</u> eMail: <u>fishbum@mcs-environmental.com</u>		15. TELEPHONE NUMBER (Include area code) <u>(406) 728-7755</u> FAX: <u>(406) 728-7367</u>
CODE _____ FACILITY CODE _____		16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS



See page 00010-5

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	DATE								

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

SEE SCHEDULE

22. AMOUNT NTE \$1,000,000.00	23. ACCOUNTING AND APPROPRIATION DATA SEE ALTERATION PAGE 0010-3
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY FAIRCHILD RESIDENT OFFICE USAED, SEATTLE PO BOX 1929 AIRWAY HEIGHTS, WA 99001	27. PAYMENT WILL BE MADE BY US Army Corps of Engineers Finance Center CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) Wade K. Johnston, President	31A. NAME OF CONTRACTING OFFICER (Type or print) CHERYL A. ANDERSON Contracting Officer
30B. SIGNATURE 	31B. UNITED STATES OF AMERICA BY
30C. DATE 5/06/02	31C. AWARD DATE 17 June 2002

RFP NO: DACW67-02-R-0018
CONTRACT: DACW67-02-D-1007

ALTERATIONS IN CONTRACT
(FAR 52.252-4 (APR 1984))

PORTIONS OF THIS CONTRACT ARE ALTERED AS FOLLOWS:

1. Wage Decision No ID020001 with modification number 8 dated 07 June 2002 is updated and hereby incorporated and made a part of the contract.
3. Wage Decision No ID020002 with modification number 3 dated 7 June 2002 is updated and hereby incorporated and made a part of the contract.
4. Wage Decision No MT020001 with modification number 1 dated 14 June 2002 is hereby incorporated and made a part of the contract.
5. Change the Administrative Address to:

Physical Address

Fort Lewis Area Office
Bldg 9031, 5th & Dearborn
Fort Lewis, WA. 98432-5000

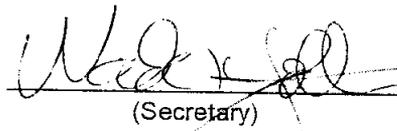
Mailing Address

Fort Lewis Area Office
Post Office Box 92146
Fort Lewis, WA. 98492-0146

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.

CORPORATE CERTIFICATE

I, Wade K. Johnston, certify that I am the appointed Secretary of the Corporation named as Contractor herein; that Wade K. Johnston, who signed this contract on behalf of the Contractor was then President of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

 (CORPORATE SEAL)
(Secretary)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any) _____

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Schedule – BASE YEAR

1. The Contractor shall be compensated at the following Home Office Overhead (HOOH) rate to be utilized for all Task Orders issued for the base year of the Indefinite Delivery-Indefinite Quantity (IDIQ) contract for Minor Miscellaneous Construction in Northern Idaho and Montana. The Contractor's HOOH should represent overhead costs for the preceding 12 months or for the most recent accounting period. The Contractor's analysis and calculations for the HOOH shall be submitted as part of their proposal. The proposed rate will be audited by the Defense Contract Audit Agency (DCAA) and is subject to negotiations before award.

2. The Contracting Officer will review the HOOH annually, prior to the exercise of each option year. The Contractor will again be requested to submit the analysis and calculations for the HOOH. Subject to negotiations and DCAA audit, the HOOH rate may be adjusted up or down via modifications to the IDIQ for the option years.

(Note: The Davis-Bacon Wage Rates will be utilized for all task Orders under this IDIQ. New rates will be incorporated via modification for each option year exercised.)

HOME OFFICE OVERHEAD RATE

17.8%