



RFQ No. W912DW-04-Q-0143

**US Army Corps
of Engineers®**
Seattle District

Project: US BORDER PATROL GRAVEL PARKING PAD

**Location: BOUNDARY COUNTY AIRPORT
BONNERS FERRY, IDAHO**

**CONSTRUCTION
AND STATEMENT OF WORK**

**THE AWARD SHALL BE ISSUED IN PURSUANT TO
THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.**

**CLOSING DATE: 12 AUGUST 2004
CLOSING TIME: 9:00 AM PACIFIC DAYLIGHT TIME**

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Sue Valenzuela, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Sue Valenzuela, P.O. Box 3755, Seattle, WA 98124-3755.

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 21	
1. REQUEST NO. W912DW-04-Q-0143	2. DATE ISSUED 05-Aug-2004	3. REQUISITION/PURCHASE REQUEST NO. W68MD9-4216-8435	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329			6. DELIVER BY <i>(Date)</i> SEE SCHEDULE			
			7. DELIVERY <input checked="" type="checkbox"/> FOB <input type="checkbox"/> OTHER DESTINATION <i>(See Schedule)</i>			
5b. FOR INFORMATION CALL: <i>(Name and Telephone no.) (No collect calls)</i> SUSAN M VALENZUELA 206-764-6691						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 TEL: FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: <i>(Date)</i> 12-Aug-2004						
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 preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE <i>(Include applicable Federal, State, and local taxes)</i>						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		TELEPHONE NO. <i>(Include area code)</i>	

Section Supplies or Services and Price

INSTRUCTIONS**THE AWARD SHALL BE ISSUED IN PURSUANT TO THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.**

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS:

2. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: US BORDER PATROL GRAVEL PARKING PAD
BOUNDARY COUNTY AIRPORT
BONNERS FERRY, IDAHO

Request for Quote No. W912DW-04-Q-0143

CLOSING DATE AND TIME: 12 AUGUST 2004, 9:00 A.M. LOCAL TIME

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

3. Faxed quotes shall be accepted before closing at FAX No. 206-764-6817. Attn: Susan Valenzuela. For questions call 206-764-6691. Mailed quotes shall be accepted before closing at US Army Corps of Engineers, Seattle District, PO Box 3755 Seattle, WA. 98124. Physical street address is US Army Corps of Engineers, Seattle District, 4735 E Marginal Way S., Seattle, WA. 98134. E-mail address is Susan.M.Valenzuela@usace.army.mil
4. Any contractor receiving an award is required to be registered in the CCR (Central Contracting Registry).
5. **PROSPECTIVE OFFERORS**: The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

The web site may be accessed at <http://ccr2000.com>. You may call 1-888-227-2423 to obtain a Registration Packet or to register On Line at www.acq.osd.mil/ec.

6. ELECTRONIC FUNDS TRANSFER (EFT): Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; www.fc.usace.army.mil The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.
7. Award shall be made to the responsive and responsible offerors with the lowest quoted price.

8. The contractor is **required** to provide the following information with your quote:

Federal Taxpayer's ID Number: _____

DUNS Number: _____

CCR Cage Code Number _____

Remit to Address:

Company Name: _____

Address: _____

City/State/Zip: _____

Phone & Fax Numbers: _____

Sales Rep's E-Mail Address: _____

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil> At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

For any questions please contact the Contract Specialist assigned to your project or check our website at www.nws.usace.army.mil for up-to-date information.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BONNERS FERRY PARKING LOT FFP Provide all labor, equipment and materials to construct a gravel parking pad in accordance with the Statement of Work dated August 2, 2004 as incorporated herein, and Davis Bacon Wage Determination No. ID030017, Rev. 2 Dated 07/23/2004 as incorporated herein. PURCHASE REQUEST NUMBER: W68MD9-4216-8435	1	Lump Sum		

NET AMT

FOB: Destination

Section DD1155 - Continuation Sheet

SOW

**STATEMENT OF WORK
U.S. ARMY CORPS OF ENGINEERS
U.S. BORDER PATROL GRAVEL PARKING PAD
BOUNDARY COUNTY AIRPORT
BONNERS FERRY, IDAHO**

August 2, 2004

- 1. DESCRIPTION OF WORK:** The Contractor shall provide all labor, equipment and materials and perform all work to construct a gravel parking pad with base course and geotextile underlayment, dimensioned as shown on the attached drawing. Parking pad to be constructed on property leased by Border Patrol at Boundary County airport, Bonners Ferry, Idaho.

The elements of work to be accomplished are as follows:

1. Site Work:

1.1 The contractor shall perform all site work as indicated on the drawing including but not limited to: determination of property boundary, layout of gravel parking pad within leased property boundaries, installation of geotextile fabric, installation of 4" of base course on fabric, installation of 4" of surface course aggregate on geotextile fabric, cleanup, removal and disposal of excess materials offsite in an approved disposal area, and all other incidental items necessary to complete the project in accordance with the drawing and specifications.

2. Drawings and Specifications

2.1 Drawing SK-1 showing property location and boundaries, and dimensions and approximate location of gravel parking pad.

2.2 Gravel parking pad to be constructed approximately 20'0" from western property boundary. The Contractor shall field located parking pad dimensioned as shown, in SE corner of property leased by U.S. Border Patrol. The Contractor shall field verify quantities.

2.3 Specifications: Surface course aggregate, base course and geotextile material shall be in accordance with the current State of Idaho DOT specifications.

3. Construction Phasing and Restrictions:

3.1 The Contractor shall observe all applicable local, state, and federal safety and construction regulations while performing this contract and all construction will meet or exceed applicable industry standards.

3.2 The Contractor shall work in coordination with other contractors working in the area and on access roads to Boundary County Airport.

3.3 U.S. Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1 shall be considered a part of this contract and will be enforced as such.

3.4 The contractor shall attend a pre-work meeting presided by the C.O.E. Project Lead prior to commencing construction activities. The contractor shall contact the C.O.E. Project Lead within 3-days of issuance of contract NTP to establish a date and

time for the pre-work meeting. The contractor shall submit a construction schedule at that meeting for government approval unless the government has previously approved these items.

3.5 The contractor shall notify the Boundary County Airport manager, Dave Parker, at 208-267-4359, of start date of work, at least 24 hours prior to starting work at airport.

4. Construction Facilities and Temporary Controls

4.1 The contractor shall provide portable toilet facilities for the use of his/her personnel on site.

4.2 Work shall be performed between the hours of 7:00 AM and 5:30 PM Monday through Friday unless the Project Lead approves an alternate work schedule.

4.3 The Contractor is responsible for security of his own property and security of government property when construction activities affect existing security measures.

5. SUBMITTALS:

5.1 All items listed below shall be submitted for review and approval. Any proposed deviations to the design shall be submitted for approval prior to installation. ENG Form 4025 shall accompany all submittals.
Manufacturer's information on geotextile fabric.
Statement by contractor that geotextile meets State of Idaho specifications.
Surface course and base course information, including gradation information, that verifies that surface course aggregate meets State of Idaho specifications.

6. PERFORMANCE PERIOD:

6.1 The Contractor shall be required to commence work under this contract within 7 calendar days after the date the Contractor receives the notice to proceed.

6.2 All work for the gravel parking pad shall be complete, including cleanup, within 20 calendar days after Notice to Proceed.

7. POINTS OF CONTACT:

7.1 Send all correspondence to: U.S. Army Corps of Engineers
ATTN: Richard E. Fink
7600 Mineral Drive Suite 100
Coeur d'Alene, ID 83815

With a copy to: U.S. Army Corps of Engineers
Attn: Bridget Wanderer
1600 North Avenue W Suite 105
Missoula, MT 59801

7.2 Project lead is:
Bridget Wanderer
Office (406) 541-4845 x 322
Cell (406) 360-2862

7.3 Border Patrol Contact is:
Senthia J. Figueroa
Office (208) 267-2734

7.3 Boundary County Manager is:
 Dave Parker
 Office (208) 267-4359

DRAWINGS

There are two drawings that will be sent as pdf Attachments.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
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
52.222-11	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
52.223-6	Drug-Free Workplace	MAY 2001
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.246-21	Warranty of Construction	MAR 1994

52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-13	Failure To Perform	APR 1984
52.249-14	Excusable Delays	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.217-7015	Safety and Health	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(End of provision)

52.219-20 NOTICE OF EMERGING SMALL BUSINESS SET-ASIDE (JAN 1991)

Offers or quotations under this acquisition are solicited from emerging small business concerns only. Offers that are not from an emerging small business shall not be considered and shall be rejected.

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

- 50 or fewer \$1 million or less
 51 - 100 \$1,000,001 - \$2 million
 101 - 250 \$2,000,001 - \$3.5 million
 251 - 500 \$3,500,001 - \$5 million
 501 - 750 \$5,000,001 - \$10 million
 751 - 1,000 \$10,000,001 - \$17 million
 Over 1,000 Over \$17 million

(End of provision)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

- ? Payment Bond
- ? Irrevocable Letter of Credit

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 5 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the

FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

DAVIS BACON

GENERAL DECISION: **ID20030017** 07/23/2004 ID17

Date: July 23, 2004

General Decision Number: **ID20030017** 07/23/2004

State: Idaho

Construction Types: Heavy

Counties: Adams, Bear Lake, Benewah, Bingham, Blaine, Boise, Bonner, Bonneville, Boundary, Butte, Camas, Caribou, Cassia, Clark, Clearwater, Custer, Elmore, Franklin, Fremont, Gem, Gooding, Idaho, Jefferson, Jerome, Kootenai, Latah, Lemhi, Lewis, Lincoln, Madison, Minidoka, Nez Perce, Oneida, Owyhee, Payette, Power, Shoshone, Teton, Twin Falls, Valley and Washington Counties in Idaho.

HEAVY CONSTRUCTION PROJECTS

Superseeds General Decision ID020030001

Modification Number	Publication Date
0	03/05/2004
1	06/18/2004
2	07/23/2004

CARP0808-004 01/01/2004

ADAMS, BEAR LAKE, BINGHAM, BOISE, BUTTE, BONNEVILLE, CAMAS, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM, GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME, LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES

ZONE 1

	Rates	Fringes
Carpenter (Including Cement Form Work).....	\$ 22.56	6.61

Zone Differential (Add to Zone 1 rates):
Zone 2 - \$1.50

* ELEC0073-007 07/01/2004

IDAHO (SOUTH OF THE 46TH PARALLEL) COUNTY

	Rates	Fringes
Cable splicer.....	\$ 24.07	3%+11.58
Electrician.....	\$ 23.67	3%+11.58

* ELEC0073-008 07/01/2004

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO(NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

	Rates	Fringes
Cable Splicer.....	\$ 24.07	3%+11.58
Electrician.....	\$ 23.67	3%+11.58

* ELEC0291-007 06/01/2004

ADAMS, BOISE, ELMORE, GEM, PAYETTE, VALLEY AND WASHINGTON COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 26.69	5%+7.40
Electrician.....	\$ 24.26	5%+7.40

ELEC0449-001 12/01/2003

BEAR LAKE, BINGHAM, BONNEVILLE, BUTTE, CARIBOU, CLARK, CUSTER, FRANKLIN, FREMONT, JEFFERSON, LEMHI, MADISON, ONEIDA, POWER AND TETON COUNTIES

	Rates	Fringes
Electrician CONTRACTS \$250,000 AND UNDER\$	19.16	5%+8.00

CONTRACTS OVER \$250,000.....\$ 22.81 5%+8.00

ELEC0449-006 12/01/2003

BLAINE (SOUTH OF HIGHWAY 20), CAMAS, CASSIA, GOODING, JEROME,
LINCOLN, MINIDOKA AND TWIN FALLS COUNTIES

	Rates	Fringes
Electrician		
CONTRACTS \$500,00 AND UNDER.	\$ 18.28	5%+6.85
CONTRACTS OVER \$500,000.....	\$ 21.83	5%+6.85

ELEC0449-007 12/01/2003

BLAINE (NORTH OF HIGHWAY 20) COUNTY

	Rates	Fringes
Electrician.....	\$ 22.13	5%+6.85

ENGI0370-013 01/01/2004

ADAMS, BEAR LAKE, BINGHAM, BLAINE, BOISE, BONNEVILLE, BUTTE,
CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM,
GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME,
LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE,
POWER, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES

ZONE 1

(Anyone working on HAZMAT jobs working with supplied air shall
receive \$1.00 per hour above classification)

	Rates	Fringes
Power equipment operator - bulldozer		
Including all attachments...\$	22.47	7.22
Power equipment operator - crane		
Over 50 tons.....\$	22.84	7.22
Tower Crane Operator.....\$	22.84	7.22
Up to and including 50 tons.\$	22.47	7.22
Power equipment operator - oiler.....\$	22.30	7.22
Power equipment operator - scraper		
ALL SCRAPERS UP TO AND INCLUDING 40 YARDS.....\$	22.47	7.22
All scrapers, pulling wagons, belly dumps and attachments, over 40 yards		

to and including 60 yards...\$ 22.84	7.22
Euclid and similar, pulling wagons, belly dumps and attachments, over 60 yards to and including 80 yards.....\$ 23.07	7.22
Euclid and similar, pulling wagons, belly dumps and attachments, over 80 yards to and including 100 yards.....\$ 23.30	7.22
Euclids and similar, pulling wagons, belly dumps and attachments, over 100 yards.....\$ 23.55	7.22

If a project is located in more than one zone the lower zone rate shall apply

Zone Differential (Add to Zone 1 rate): Zone 2 - \$1.50

Zone 1: That area within the State of Idaho located within 30 miles on either side of I-84 from the Oregon-Idaho State Line on the West to the Intersection of I-84 and I-86 in Cassia County, then following I-86 to Pocatello, then following I-15 to Idaho Falls, then following State Highway #20 - 10 miles north to the intersection with Moody Road then following I-15 south from the city of Pocatello to a point 10 miles South of the Southern Boundary of Bannock County extended to the West.

Zone 2: The remaining area of that portion of the State of Idaho south of Parallel 46 (the Washington-Oregon State Line extended eastward to Montana) that is not included in Zone 1 as described

BOOM PAY: All Cranes and Concrete Pump Boom Trucks

100 ft to 150 ft	\$.15 over scale
150 ft to 200 ft	\$.30 over scale
Over 200 ft	\$.45 over scale

NOTE: When the crane operator receives additional pay for long boom, the Oiler Shall also receive such additional pay. In computing the length of the boom on Tower Cranes, they shall be measured from the base of the tower to the point of the boom.

ENGI0370-014 08/01/2003

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

ZONE 1: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)

	Rates	Fringes
Power equipment operator - bulldozer		
(D-6 & equivalent and over)\$	23.02	7.37
(To D-6 or equivalent).....\$	22.42	7.37
Power equipment operator - crane		
25 TONS AND UNDER (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....\$	22.74	7.37
85 TONS AND OVER, AND ALL CLIMBING, OVERHEAD, RAIL AND TOWER.....\$	24.39	7.37
OVER 25 TONS UP TO AND INCLUDING 45 TONS (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....\$	23.02	7.37
OVER 45 TONS TO BUT NOT INCLUDING 85 TONS (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....\$	23.29	7.37
Power equipment operator - oiler.....\$	22.58	7.37
Power equipment operator - scraper		
(All, Rubber-Tired).....\$	23.02	7.37
(Multiple engine with three or scrapers).....\$	23.29	7.37

Zone Differential (Add to Zone 1 rate): Zone 2- \$2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Washington;
Lewiston, Idaho

Zone 1: Within 45 radius miles from the main post office
Zone 2: Outside 45 radius miles from the main post office

BOOM PAY: (All Cranes, including Tower)
180' to 250' \$.30 over scale
Over 250' \$.60 over scale

NOTE: In computing the length of the boom on Tower Cranes,
they shall be measured from the base of the Tower to the
point of the boom.

IRON0014-009 07/01/2003

ADAMS (REMAINDER OF COUNTY), IDAHO (SOUTH OF THE 46TH
PARALLEL), LEMHI (NORTHWEST CORNER), VALLEY (NORTHEASTERN 1/3)

AND WASHINGTON (NORTHWESTERN 1/2) COUNTIES

	Rates	Fringes
Ironworkers: Rebar, Structural, Fence Erector.....	\$ 26.32	12.45

IRON0014-010 07/01/2003

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO(NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE

	Rates	Fringes
Ironworkers: Rebar, Structural, Fence Erector.....	\$ 26.32	12.45

* IRON0732-005 06/01/2004

ADAMS (EAST CORNER), BEAR LAKE, BINGHAM, BLAINE, BOISE, BUTTE, BONNEVILLE, CAMAS, CARIBOU, CASSIA, CLARK, CLUSTER, ELMORE, FRANKLIN, FREMONT, GEM, GOODING, JEFFERSON, JEROME, LINCOLM, LEMHI (REMAINDER OF COUNTY), MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY (SOUTHEAST 2/3), AND WASHINGTON (SOUTHEAST 1/2) COUNTIES

	Rates	Fringes
Ironworkers: Rebar, Structural, Fence Erector.....	\$ 21.19	10.49

LABO0155-003 01/01/2004

ADAMS, BEAR LAKE, BINGHAM, BLAINE, BOISE, BONNEVILLE, BUTTE, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM, GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME, LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES

ZONE 1 (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)

	Rates	Fringes
Laborer: General/Cleanup.....	\$ 19.18	7.65

If a project is located in more than one zone the lower zone rate shall apply

Zone Differential (Add to Zone 1 rate): Zone 2 - \$1.50

Zone 1: That area within the State of Idaho located within 30 miles on either side of I-84 from the Oregon-Idaho State

Line on the West to the Intersection of I-84 and I-86 in Cassia County, then following I-86 to Pocatello, then following I-15 to Idaho Falls, then following State Highway #20 - 10 miles north to the intersection with Moody Road then following I-15 south from the city of Pocatello to a point 10 miles South of the Southern Boundary of Bannock County extended to the West.

Zone 2: The remaining area of that portion of the State of Idaho south of Parallel 46 (the Washington-Oregon State Line extended eastward to Montana) that is not included in Zone 1 as described above.

LABO0238-013 06/01/2004

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

ZONE 1

	Rates	Fringes
Laborer: General/Cleanup.....	\$ 19.56	6.80
Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00		

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.
Zone 2: 45 radius miles and over from the main post office

SUID2003-007 09/03/2003

	Rates	Fringes
Cement Mason/Finisher.....	\$ 20.22	7.98
Laborer: Tamper.....	\$ 8.00	2.84
Pipe layer.....	\$ 14.26	0.00
Power equipment operator - backhoe.....	\$ 18.96	4.42
Power Equipment Operator (Gradall).....	\$ 22.84	3.62
Power Equipment Operator (Loader).....	\$ 21.33	3.43
Power Equipment Operator Excavator.....	\$ 20.24	0.00
Truck Driver (6 Axle Dump).....	\$ 24.70	3.90
Truck Driver, Dump.....	\$ 17.82	0.00
Truckdriver, Water Truck.....	\$ 20.89	4.06

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

=====
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 (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the 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, DC 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, DC 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, DC 20210

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

=====

END OF GENERAL DECISION

FROM : FAX NO. : 406-541-4849 Aug. 03 2004 08:47AM P2

FOUND ID. TRANSPORTATION
DEPARTMENT BRASS CAP
CREATED 11-30-04
2-22-03

Boundary County Airport ENTRANCE

ROS BOOK 4, PAGE 91
BOOK 2 OF PLATS
PAGE 20

TAX 1

BOUNDARY COUNTY SCHOOL
DISTRICT BUS TURN AROUND

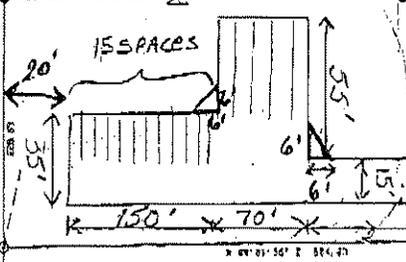
COUNTY ROAD 318

20' POWERLINE EASEMENT INST. #142208
ROS BOOK 3, PAGE 46
ROS BOOK 3, PAGE 43
ROS BOOK 3, PAGE 231

BOUNDARY COUNTY
TO U.S. BORDER PATROL
10.00 ACRES
ROS BOOK 4, PAGE 240

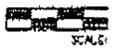
5 SPACES

ROS BOOK 3, PAGE 134
ROS BOOK 3, PAGE 176



ROS BOOK 3, PAGE 136

DETAIL
1" = 5 FEET

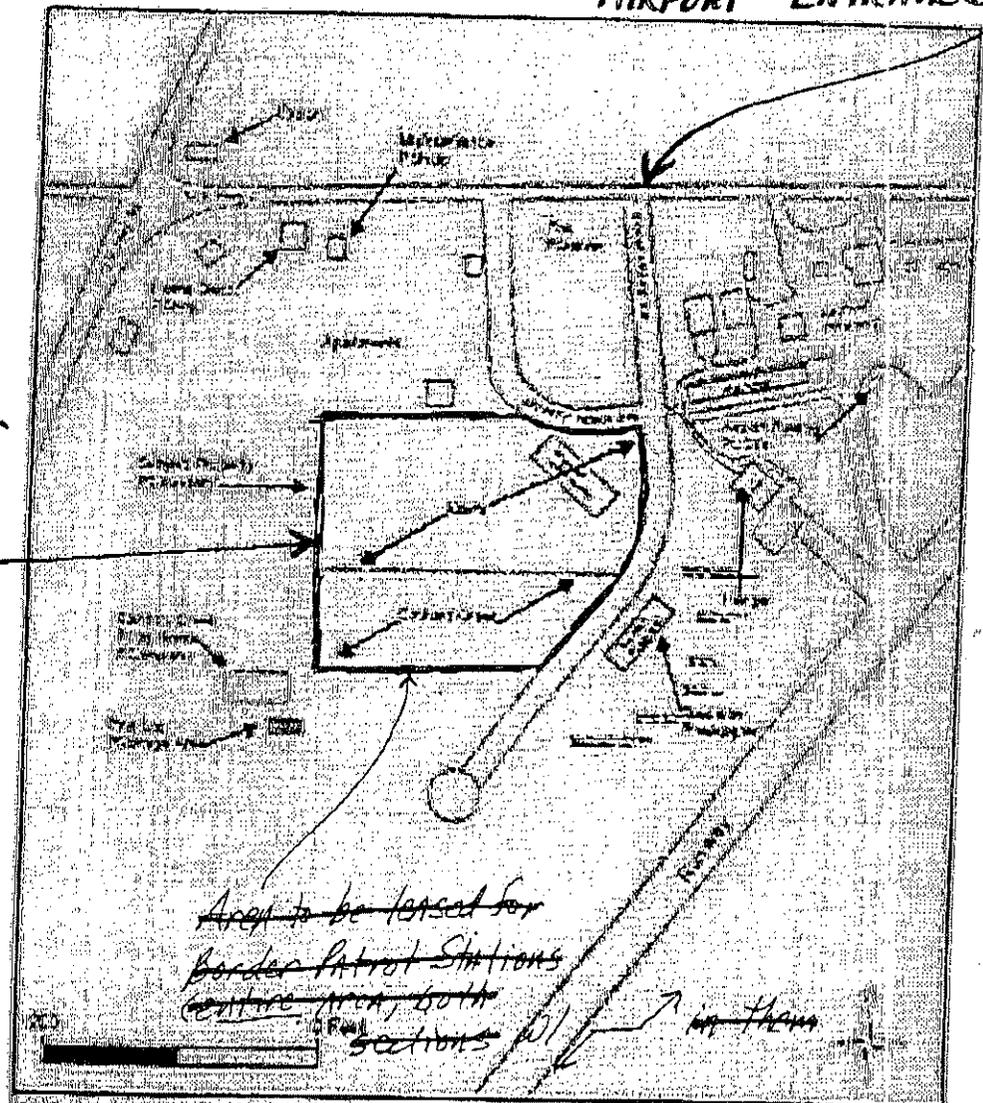


B
P
R

FROM : FAX NO. : 406-541-4849 Aug. 03 2004 08:47AM P3

BOUNDARY COUNTY AIRPORT ENTRANCE

U.S. Border Patrol LEASED Property



Area to be leased for Border Patrol Stations (entire area, both sections will be in them)

Bonniers Ferry
Legend

Figure 2: Plot Plan

- Survey Property Boundary
- Survey Boundary

1" = 100'