



RFQ No. DACW67-02-Q-0063

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

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**Project: Appraisal Services**

**Location: States of Washington, Oregon, Idaho and Montana**

**PROFESSIONAL SERVICE SOLICITATION  
AND SPECIFICATIONS**

**Closing Date: 22 JULY 2002**  
**Closing Time: 10:00AM LOCAL TIME**

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

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-1310-7171		PAGE 1 OF 21				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW67-02-Q-0063		6. SOLICITATION ISSUE DATE 11-Apr-2002		
7. FOR SOLICITATION INFORMATION CALL				a. NAME SUSAN F NEWBY		b. TELEPHONE NUMBER (No Collect Calls) 206-764-6780		8. OFFER DUE DATE/LOCAL TIME 22-Jul-2002 10:00		
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755  TEL: 206-764-3772 FAX: 206-764-6817			CODE DACW67		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: 6531 SIZE STANDARD: \$1.5 MILLION			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO APPRAISAL BRANCH 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385			CODE G3N0V00		16. ADMINISTERED BY  <b>SEE ITEM 9</b>					CODE
17 a. CONTRACTOR/ OFFEROR CODE FACILITY CODE OFFEROR  TEL.			CODE		18 a. PAYMENT WILL BE MADE BY CODE					CODE
<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		
<b>SEE SCHEDULE</b>										
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT		
<input checked="" 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 checked="" 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 <u>1</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 <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
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)			31 c. DATE SIGNED		
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				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**NAICS Coding versus SIC Coding**

The computer program used to generate this document does not allow completion of Block 10, Standard Form (SF) 1449, with a NAICS code. The SIC Code, 6531, under Block 10, shall be read as if completed with the NAICS code 531320. The size standard is \$1.5 Million.

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**\*\*NOTE\*\***  
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**RESPONSES MUST BE SUBMITTED TO THIS OFFICE  
 NO LATER THAN  
 JULY 22, 2002  
 AT  
 10:00AM LOCAL TIME**

**INFORMATION FOR WRITTEN QUOTES:**

Please note the following changes, clarifications, or additions to the terms in various provisions and clauses included in this solicitation.

Whenever the words "offer", "proposal", "offerors", or similar terms are used in this solicitation, they shall be read to mean "quote", "quotation", "quoter", or similar corresponding term to reflect that this solicitation is a Request for Quotations (RFQ), not a Request for Proposals (RFP).

Since this solicitation is a RFQ instead of an RFP, paragraphs (g) and (h) of FAR 52.212-1 are deleted.

**PROSPECTIVE OFFERORS:** THE DIRECTOR OF DEFENSE PROCUREMENT HAS ISSUED A FINAL RULE AMENDING THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) THAT REQUIRES CONTRACTORS TO BE REGISTERED IN THE DOD CENTRAL CONTRAL CONTRACTOR REGISTRATION (CCR) FOR AWARDS RESULTING FROM SOLICITATION ISSUED AFTER MAY 31, 1998.

THIS RULE 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. NO CONTRACT AWARD WILL BE MADE TO AN UNREGISTERED CONTRACTOR. INTERNET ACCESS ALLOWS YOU TO REGISTER BY COMPLETING AN ELECTRONIC ON-LINE REGISTRATION APPLICATION FROM CCR HOMEPAGE AT <http://www.ccr.gov/>. FOR FURTHER ASSISTANCE IN COMPLETING YOUR ON-LINE REGISTRATION, CONTACT THE NEAREST PROCUREMENT TECHNICAL ASSISTANCE CENTER (PTAC) NEAR YOU. A LIST OF THE NEAREST PTAC FOR THE STATE YOU ARE LOCATED AT: <http://www.rcacwv.com/ptac.htm>, or call Customer Assistance Center at (888) 227-2423.

CONTRACTOR MUST PROVIDE DUN AND BRADSTREET NUMBER: \_\_\_\_\_  
 If contractor does not have DUNS number, contractor may register in CCR to retrieve a number (see internet address above, or you may call 1-800-333-0505 or (610) 882-7000).

*\*\*This Request for Quotations (RFQ) is considered for Small Business Set-Aside Only; Large Business will not be considered. Awards for this solicitation will be made as Blanket Purchase Agreements in accordance with Federal Acquisition Regulations (FAR).*

***This Solicitation is an Invitation for potential Appraisal Firms to submit a quote for the project, Real Estate Appraisal Services for the Corps of Engineers, Seattle District, Seattle, WA. Prospective offerors are required to prepare and submit proposals that will be evaluated in accordance with the FAR 52.212-2, Evaluation – Commercial Items (Jan 1999), of this Solicitation. This solicitation will result in appointing five commercial Blanket Purchase Agreements (BPA) for the west side of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State, and three commercial Blanket Purchase Agreements for the east side of the Cascade Mountains, from the northern borders of the states of Washington, Idaho and Montana, to the southern borders of the states of Montana, Idaho and Oregon. The requirement to quote on this project is for Appraisers to certified in accordance with State requirements.***

*BPA Term: The BPA expires five years from the date of issuance.*

*Contractors must quote on Schedule A, for potentially providing services on the West Side of the Cascade Mountains, Schedule B, for potentially providing services on the East Side of the Cascade Mountains, or both Schedules for potentially providing services on both sides of the Cascade Mountains. A daily rate will be utilized for the Base, First, Second, Third and Fourth Option periods. The Government may extend the term of this contract by written notice to the Contractor within 30 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Agreement expires. The preliminary notice does not commit the Government to an extension. If the Government exercises the option, the extended agreement shall be considered to include this option statement.*

**NOTE:** Responses via Non-Facnet and Facnet will be accepted through the Seattle District office. Upon requesting a copy of the RFQ, the point of contact is:

SUSAN NEWBY, Contract Specialist

CONTRACTING WEB ADDRESS: <http://www.nws.usace.army.mil/index.cfm>

(Click on Contract and Bid Information)

E-MAIL ADDRESS: [Susan.F.Newby@nws02.usace.army.mil](mailto:Susan.F.Newby@nws02.usace.army.mil)

TELEPHONE: (206) 764-6780

FACSIMILE: (206) 764-6817

**Representations and Certifications contained herein must be completed by potential offerors and returned with offers.** Please submit your completed Quotation, no later than the date stated above, to the address shown in Block 9, of the Standard Form (SF) 1449, Quotation/Contract/Order for Commercial Items. Facsimile quotes may be sent to the Seattle District, Corps of Engineers, Attention: Susan Newby at (206) 764-6817.

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**Instructions on FAR 52.212-2, Evaluation – Commercial Items (Jan 1999).**

This request for quotation contains Evaluation Factors for the Professional Services identified in the Scope of Work. The Government reserves the right to make an award, which will be determined, the most advantageous to the Government based on Best Value evaluation factors.

The following factors shall be used to evaluate offers:

In accordance with the provisions contained herein, anticipation for selecting the best value contractor is based on the Government selecting the most advantageous offer based on technical merit (Work Plan and Past Performance/ Experience). No quote shall be accepted that does not contain the total amount of work specified in this solicitation. To be considered, quotes shall conform to the terms and conditions contained in this solicitation. The evaluation process used to determine the most advantageous offer is as follows:

1. **Selection Board:** Contracting Officer will establish a selection board to conduct an evaluation of each offer received in response to this solicitation. The evaluation will be based exclusively on the merits and content of the quote. The Board will not consider any information incorporated by reference or otherwise referred to.
2. **Evaluation Factors:** In descending order of preference, based on the criteria below, overall ratings are evaluated on the basis of technical merit as follows:
  - a. **TECHNICAL QUALIFICATIONS** – As a minimum, provide resumes for the primary Appraisers and Associates who will perform in the preparation of the appraisal reports; identify the Professional key personnel positions, and their years of experience pertaining to the scope of work. A minimum of five (5) years experience is a must, for the Primary Appraisers, in agriculture, industrial, commercial, residential and rural projects. For each key personnel, include as a minimum, their experience, i.e., the type and length of experience, education, and any applicable registrations and/or professional licenses, to include, Professional designations, years awarded, current status and type of State License and Certification in accordance with each State's Regulation, required to fill the position. Each resume must include, to a minimum, the following information:
    - 1) Name of individual,
    - 2) Specific qualifications/experience for performing the proposed work, to include, certifications and general licenses for the state you will be performing the appraisal services,
    - 3) Relevant projects to include project name, location, year worked on the project and duties/ functions on the project, to include, type of appraisal problems worked on.

- 4) Provide information on experience in testifying as an expert witness, for condemnation actions, particularly in Federal Courts. Minimum requirement is testifying two occasions.
  - 5) Provide information on the number of years in business; Number of Years with the firm. Provide an explanation of how your firm could provide accurate and timely appraisal reports, as you have provided in the past to other clients.
  - 6) Please provide daily pricing rates for the years 2000, 2001 and 2002. This information will help us to analyze the market value of the services required for this agreement.
  - 7) Describe the capabilities and the depth of your staff. Describe how you plan to proceed on completing appraisal assignments as you have proceeded in the past with other assignments similar to the described scope of work on page 8 of this solicitation; type of appraisal software and databases utilized in your daily business operation.
- b. PAST PERFORMANCES – Provide a list of clients that we can contact at random regarding appraisal services provided to them. Each client information must include the following information:
- 1) Name of Business or Individual Clients;
  - 2) Address;
  - 3) Phone Number, including Area Code;
  - 4) Point of Contact;
  - 5) The type of properties appraised for the Business or Individual Clients.

The Selection Board will randomly select from the list of clients provided in the Offeror's package. The following questions will be answered by the references contacted upon:

1. QUALITY OF SERVICE PROVIDED: Compliance with contract requirements, accuracy of reports, evidence of technical excellence and quality workmanship, and responsiveness to technical questions/problems, capacity of the Appraisal firms to accomplish the required Appraisal reports for fast track projects, cost control effectiveness.
  2. TIMELINESS OF PERFORMANCE: Adherence to delivery schedules including reports, administrative aspects of performance, and technical resolution to questions and/or problems (effectiveness and efficiency of the firm's fast turnaround of reports?).
  3. BUSINESS RELATIONSHIP BETWEEN CONTRACTING PARTIES: History of reasonable and cooperative behavior, evidence of customer satisfaction, flexibility, effectively recommended solutions to problems, and to include, business-like concern for the interests of the Client, and workload efficiency.
- c. TECHNICAL MERIT RATINGS: The offers will be evaluated and rated for each criterion using a descriptive scale as outlined below:

**Excellent:** Exceeds over and above requirements. Fully meets all minimum performance, capability or qualifications standards required by the RFQ and exceeds many of the requirements. The offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated. Demonstrates the ability to perform the project with a high probability of success.

**Average:** Meets requirements. Offeror meets all of the minimum performance, capability or qualifications standards required by the RFQ with few or no advantages or strengths. The offeror's qualifications contain weaknesses in several areas that are offset by strengths in other areas. The offeror exemplifies an understanding of the scope and depth of the task requirements and the offeror's understanding of the Government's requirements. Demonstrates the ability to perform the project with a good probability of success.

**Unsatisfactory:** Requirements not met. Offeror fails to meet the minimum performance, capability or qualifications standards required by the RFQ and indicates a lack of understanding of the requirements. Offeror is not capable of correction through discussions without substantial revisions amounting to the submission of a new proposal.

EVALUATION AND RATING OF TECHNICAL QUALIFICATIONS AND PAST EXPERIENCE/  
PERFORMANCE:

Green – Evaluated for exceeding above and beyond requirements.

Amber – Evaluated on meeting requirements.

Red – Evaluated on not meeting the requirements.

3. **Price:** Prices quoted will be considered as secondary to the technical factors and will be independently evaluated to determine whether the proposed price is complete and reasonable and to aid in the determination of the offeror's understanding of the work and ability to perform the contract. Price will be evaluated inclusive of options but will not be scored.
  
1. **Basis of Award:** Award shall be made to a higher rated offeror and may be awarded to a higher priced offeror if the offer is sufficiently more advantageous to the Government, inasmuch, to justify the payment of a higher price. The degree of importance of price as a factor shall become more important when qualifications, past experience and performance are relatively equal in merit. Prices quoted for this project reflects all cost associated with the work required to complete the tasks identified in the Scope of Work and will be evaluated to reflect the Contractor's understanding of the project requirements, as well as the potential to provide the Best Value to the Government.

**QUESTIONNAIRE – CONTRACTOR’S PAST EXPERIENCE**

AGENCY/COMPANY THAT WORK WAS PERFORMED FOR: \_\_\_\_\_

POINT OF CONTACT & TELEPHONE NUMBER: \_\_\_\_\_

DATES SERVICES PROVIDED: \_\_\_\_\_

BRIEF DESCRIPTION OF SERVICES PROVIDED: \_\_\_\_\_

NUMBER OF DAYS WORKED ON THIS PROJECT: \_\_\_\_\_

DAILY RATE UTILIZED ON THE PROJECT: \_\_\_\_\_

**INTERVIEW QUESTIONS  
CONTRACTOR’S PAST PERFORMANCE**

POC CONTACTED: \_\_\_\_\_

PAST PERFORMANCE:

1. **QUALITY OF SERVICE PROVIDED:** Compliance with contract requirements, accuracy of reports, evidence of technical excellence and quality workmanship, and responsiveness to technical questions/problems. Capacity of the Appraisal firms to accomplish the required Appraisal reports for fast track projects, cost control effectiveness.

Excellent  Average  Unsatisfactory

2. **TIMELINESS OF PERFORMANCE:** Adherence to delivery schedules including reports, administrative aspects of performance, and technical resolution to questions and/or problems, effectiveness and efficiency of the firm’s fast turnaround of reports.

Excellent  Average  Unsatisfactory

3. **BUSINESS RELATIONSHIP BETWEEN EACH CONTRACTUAL PARTY:** History of reasonable and cooperative behavior, evidence of customer satisfaction, flexibility, effectively recommended solutions to problems, to include, business-like concern for the interests of the Agency, workload efficiency.

Excellent  Average  Unsatisfactory

SECTION SF 1449 CONTINUATION SHEET

**SCHEDULE A: APPRAISAL SERVICES PROVIDED FOR THE STATES OF WASHINGTON AND OREGON, WEST OF THE CASCADE MOUNTAINS, FROM THE NORTHERN BORDER OF WASHINGTON STATE TO THE SOUTHERN BORDER OF OREGON STATE IN ACCORDANCE WITH THE SCOPE OF WORK, FOR LINE ITEMS 0001 THROUGH 0006.**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0001			Daily Rate	_____
	BASE PERIOD: 1 August 2002 through 31 July 2003 FFP - Real Estate Appraisal Services for the states of Washington and Oregon, west of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State. PURCHASE REQUEST NUMBER W68MD9-1310-7171			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0002			Daily Rate	_____
	FIRST OPTION PERIOD: 1 August 2003 - 31 July 2004 FFP - Real Estate Appraisal Services for the states of Washington and Oregon, west of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State. PURCHASE REQUEST NUMBER W68MD9-1310-7171			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0003			Daily Rate	_____
	SECOND OPTION PERIOD: 1 August 2004 - 31 July 2005 FFP - Real Estate Appraisal Services for the states of Washington and Oregon, west of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State. PURCHASE REQUEST NUMBER W68MD9-1310-7171			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0004			Daily Rate	_____
	THIRD OPTION PERIOD: 1 August 2005 - 31 July 2006 FFP - Real Estate Appraisal Services for the states of Washington and Oregon, west of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State. PURCHASE REQUEST NUMBER W68MD9-1310-7171			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0005			Daily Rate	_____
	FOURTH OPTION PERIOD: 1 August 2006 - 31 July 2007 FFP - Real Estate Appraisal Services for the states of Washington and Oregon, west of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State. PURCHASE REQUEST NUMBER W68MD9-1310-7171			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0006			Daily Rate	_____
	FIFTH OPTION PERIOD: 1 August 2007 - 31 July 2008 FFP - Real Estate Appraisal Services for the states of Washington and Oregon, west of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State. PURCHASE REQUEST NUMBER W68MD9-1310-7171			

**SCHEDULE B: APPRAISAL SERVICES PROVIDED FOR THE STATES OF WASHINGTON AND OREGON, EAST OF THE CASCADE MOUNTAINS, FROM THE NORTHERN BORDER OF WASHINGTON STATE TO THE SOUTHERN BORDER OF OREGON STATE, TO INCLUDE, THE WHOLE STATES OF IDAHO AND MONTANA, IN ACCORDANCE WITH THE SCOPE OF WORK, FOR LINE ITEMS 1001 THROUGH 1006.**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
1001			Daily Rate	<hr/>
	BASE PERIOD: 1 August 2002 through 31 July 2003 FFP - Real Estate Appraisal Services for the states of Washington and Oregon, east of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State, including the States of Idaho and Montana. PURCHASE REQUEST NUMBER W68MD9-1310-7171			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
1002			Daily Rate	<hr/>
	FIRST OPTION PERIOD: 1 August 2003 - 31 July 2004 FFP - Real Estate Appraisal Services for the states of Washington and Oregon, east of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State, including the States of Idaho and Montana. PURCHASE REQUEST NUMBER W68MD9-1310-7171			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
1003			Daily Rate	<hr/>
	SECOND OPTION PERIOD: 1 August 2004 - 31 July 2005 FFP - Real Estate Appraisal Services for the states of Washington and Oregon, east of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State, including the States of Idaho and Montana. PURCHASE REQUEST NUMBER W68MD9-1310-7171			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
1004			Daily Rate	<hr/>
	THIRD OPTION PERIOD: 1 August 2005 - 31 July 2006 FFP - Real Estate Appraisal Services for the states of Washington and Oregon, east of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State. PURCHASE REQUEST NUMBER W68MD9-1310-7171			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
1005			Daily Rate	<hr/>
	FOURTH OPTION PERIOD: 1 August 2006 - 31 July 2007 FFP - Real Estate Appraisal Services for the states of Washington and Oregon, east of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State, including the States of Idaho and Montana. PURCHASE REQUEST NUMBER W68MD9-1310-7171			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
1006			Daily Rate	<hr/>
	FIFTH OPTION PERIOD: 1 August 2007 - 31 July 2008 FFP - Real Estate Appraisal Services for the states of Washington and Oregon, east of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State, including the States of Idaho and Montana. PURCHASE REQUEST NUMBER W68MD9-1310-7171			

SCOPE OF WORK  
Real Estate Appraisal Services  
Idaho, Oregon, Washington and Montana

I. INTRODUCTION

The U.S. Army Corps of Engineers, Real Estate Division, Appraisal Branch proposes to award Agreements to various real estate appraisal firms within the two regions consisting of four states to prepare a variety of real estate appraisals during the next five years:

- 1) States of Washington and Oregon: West of the Cascade Mountains, from the northern border of Washington State to the southern border of Oregon State.
- 2) States of Idaho, Montana, Oregon, and Washington: East of the Cascade Mountains, from the northern border of states of Washington, Idaho and Montana, to the southern border of the states of Oregon, Montana and Idaho.

The number of potential contractors that will be given Agreements derived by the requirements of this Scope of Work is as follows:

- 1) West of the Cascade Mountains, between the northern border of Washington State and the southern border of Oregon State: Five Contractors.
- 2) East of the Cascade Mountains, between the northern border of the States of Washington, Idaho and Montana, and the southern border of the States of Oregon, Montana and Idaho: Three Contractors.

The purpose of the appraisal reports is to provide an estimate of market rent or market value for various estates on a wide variety of properties. The function of the appraisal reports is to provide a basis for leasing private properties, issuing out grants on military bases, establishing rental rates for Government housing quarters and for acquiring private lands.

II. DESCRIPTION OF WORK REQUIRED

Contractor's Personnel

*The contractor shall utilize the personnel named in its proposal to perform the services required under this contract. No substitutions shall be made without prior written approval of the Contracting Officer or his designated representative. In the event, personnel, named in the proposal are unable to perform, the contractor shall promptly submit to the Contracting Officer or a designated representative, a written detailed explanation of the circumstances necessitating a substitution and all necessary information on the proposed substitute's qualifications to assist in the approval or rejection of the proposed substitute.*

Appraisal Format and Contents

*The appraisal report shall contain in both format and content recognized appraisal principles and practices, adequate factual data to support highest and best use and value conclusions, and shall conform to all of the requirements of Uniform Appraisal Standards for Federal Land Acquisitions, the Uniform Standards of Professional Appraisal Practice, along with the Code of Professional Ethics and the Standards of Professional Practice of those organizations to which the appraiser belongs.*

*The type of appraisal (letter, form or summary, or full narrative or complete, self-contained) will be agreed upon between the Chief, Appraisal Branch and contractor, at the time of the appraisal assignment. The certification for the appraisal report shall include a statement indicating that the principal appraiser has personally inspected the subject property and all of the comparable properties used in arriving at the estimate of market value.*

*Delivery of all appraisal reports will be to the following address:*

U.S. Army Corps of Engineers  
Seattle District Appraisal Branch  
Real Estate Division RE-AP  
P.O. Box 3755  
Seattle, WA 98124-2255

III. REVIEW REQUIREMENTS

*The USACE, Real Estate Appraisal Branch, will be required to review and approve, accept or reject the appraisal report. The review process will be performed under the requirements of the Uniform Standards of Professional Appraisal Practice and agency policies. The appraisal report will be accepted as written if it substantially conforms to the instruction in this contract and contains a well-reasoned and adequately supported value estimate. The appraisal will be rejected if it lacks adequate supporting data or appraisal analysis or is not responsive to the basic requirements of the assignment. Necessary corrections or substitutions to the appraisal shall be provided in an expedient manner.*

IV. DESCRIPTION OF SUBJECT PROPERTIES

*An exact description of the subject property, address, legal description, tract maps and other necessary documents, plus due dates, and type of value and appraisal format will be provided to the contractor, when appraisal services are required.*

Typical appraisal assignments would include the following types of properties; furthermore, this list is not all inclusive. There may be other types of valuation studies, feasibility studies, or gross appraisal and planning reports.

1. Office space in commercial shopping centers or commercial buildings.
2. Communication site easements in remote areas.
3. Various types of flowage, air space, or right-of-way easements.
4. Vacant land or improved property leases on military bases for a large variety of uses (i.e., banks, ATM's, commercial development or private recreational usage).
5. Residences, dormitories, or apartments both on military bases and in the private sector.
6. Agriculture properties which include cattle ranches, irrigated cropland, timberland, developed farms and orchards.
7. A wide variety of properties in towns or cities which are offered for credit in local cost sharing civil construction projects.
8. Contaminated properties.
9. A wide variety of both developed and vacant land. This would include commercial, industrial, residential or special use properties.

V. PROPOSED FEES

Proposed fees shall be given at a rate per day for appraisal services. Total costs for each appraisal assignment will be negotiated on the number of days to complete the assignment, upon placing an order against the Agreement. Award of requirements will be rotational based on Availability and Price, as determined to be in the Government's best interest.

Offices that are within the immediate area (under 50-mile radius) of the subject properties will be taken into consideration first upon placing an order against the Agreement. For any reasons that the immediate office cannot fulfill the order, the order will be placed with the next available contractor. If services are required outside the 50-mile radius of a firm's local office, a travel allowance will be incorporated into the award and shall be calculated in accordance with the Joint Travel Regulations (JTR).

VI. PURCHASE LIMITATION

The individual order limitation for each order under this Agreement for commercial item acquisitions conducted under FAR subpart 13.5, Test Program for Certain Commercial Items, is \$5,000,000 for Base and four Option Periods, and not to exceed \$200,000.00 per order.

VII. EXTENT OF OBLIGATION

The Government is only obligated to the extent of authorized purchases actually made under this Agreement.

VIII. INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE AGREEMENT

The individuals who are authorized to purchase under this agreement are Contract Specialists under the Corps of Engineers, Seattle District, Contracting Division, Purchasing Branch.

IX. OBLIGATION OF FUNDS

The awarded BPA does not obligate any funds. The Government is obligated only to the extent of authorized individual purchases actually made under this BPA.

X. INVOICES

An itemized invoice shall be submitted upon completion of each requirement. Partial payments may be authorized for tasks extending beyond one month, however, invoices can not be submitted more often than bi-weekly. In accordance with FAR Clause 52.232-36, payment by third party, an order under the agreement may be paid by utilizing the commercial Government Visa Card.

Check appropriate box if your company accepts Visa Card. YES • NO •

CONTRACTING OFFICER'S REPRESENTATIVE:

Under said authority contained in AFARS 422.9001, there will be a designated Contracting Officer's Representative (COR) to administer each requirement under the Agreement. Under said delegation and prior to award of each order, the designated COR will perform as directed by the Contracting Officer's Representative's Memo, appointing a COR by the Contracting Officer.

## CLAUSES INCORPORATED BY REFERENCE:

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
252.204-7004	Required Central Contractor Registration	NOV 2001

## CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (DEC 2001) --ALTERNATE I (MAY 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) "Commercial component" means any component that is a commercial item.

(c) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if --

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2002) ALTERNATE I (FEB 2002) & ALTERNATE III (OCT 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax -exempt);

\_\_\_ Corporate entity (tax -exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran -owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees 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

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that—

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246—

(1) Previous Contracts and Compliance. The offeror represents that—

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act-Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The

offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-North American Free Trade Agreement--Israeli Trade Act-Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-North American Free Trade Agreement--Israeli Trade Act-Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement--Israeli Trade Act-Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement--Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement--Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements--Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement--Israeli Trade Act-Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act-North American Free Trade Agreements--Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement--Israeli Trade Act-Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

Listed End Product

-----  
-----

Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether

forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

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 52.215-2, Audit and Records-Negotiation.

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

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

(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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--  
COMMERCIAL ITEMS (MAY 2001) ALTERNATE I (FEB 2000)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I to 52.219-5.

\_\_\_(iii) Alternate II to 52.219-5.

**XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).**

\_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

\_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.

\_\_\_(ii) Alternate I of 52.219-23.

\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

**XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).**

**XX (12) 52.222-26, Equal Opportunity (E.O. 11246).**

\_\_\_ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

\_\_\_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

\_\_\_ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

\_\_\_(16) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).

\_\_\_(17) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

\_\_\_(18)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_(ii) Alternate I of 52.225-3.

\_\_\_(iii) Alternate II of 52.225-3.

\_\_\_(19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_(20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129)

\_\_\_(21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_(22) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

**XX (23) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).**

\_\_\_(24) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

**XX (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).**

\_\_\_(26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

\_\_\_ (27) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).**

**XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).**

**XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).**

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, 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. 2012(a));

(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, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

#### 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

#### 52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)

(a) General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) Contractor payment request. In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(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):

**FAR:** <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

**DFAR:** <http://www.acq.osd.mil/dp/dars/dfars.html>

#### 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):

**FAR:** <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

**DFAR:** <http://www.acq.osd.mil/dp/dars/dfars.html>