AMENDME	NT OF SOLICITATION/MODIFI	CATION OF CO	ONTRACT		CONTRACT ID CODE	PAGE	OF PAGES		
2. AMENDMEN	NT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. RE	UUSITION/PURCHASE REQ. NO.	5. PROJECT	MO. (If applicable)		
0001		09/02/20	021						
6. ISSUED BY	CODI		, , ,	7. AI	DMINISTERED BY (If other than Item 6)	CODE			
381 Eld	,Dv5,Br1,VA en Street, Suite 400 VA 20170								
O NAME AND	ADDRESS OF CONTRACTOR (No., stre	ant normalis State and	ZID Code)	10	A. AMENDMENT OF SOLICITATION NO.				
o. INAIVIE AIND	ADDRESS OF CONTRACTOR (No., SUR	eet, county, state and	ZIF Code)	(X)					
				L	.40D0421Q0792				
				X	B. DATED (SEE ITEM 11)				
				'	09/02/2021				
				1	0A. MODIFICATION OF CONTRACT/ORDER N	O.			
				1	OB. DATED (SEE ITEM 13)				
CODE		FACILITY COD	E						
		11. THIS ITE	EM ONLY APPLIES TO A	MEND	MENTS OF SOLICITATIONS				
_	numbered solicitation is amended as set				receipt of Offers	_	ot extended.		
OFFER. If be	ter or electronic communication which ir AT THE PLACE DESIGNATED FOR TH by virtue of this amendment you desire t	ncludes a reference HE RECEIPT OF O TO change an offer a rence to the solicita	to the solicitation and ar FFERS PRIOR TO THE already submitted , such	mendn HOUF chang	eceipt of this amendment on each copy of the oft nent numbers. FAILURE OF YOUR ACKNOWL AND DATE SPECIFIED MAY RESULT IN REJE e may be made by letter or electronic communic is received prior to the opening hour and date sp	EDGEMENT ECTION OF Your ation, provided	TO BE DUR		
	13. THIS ITEM ONLY APPLIES TO	MODIFICATION O	F CONTRACTS/ORDERS	5. IT N	MODIFIES THE CONTRACT/ORDER NO. AS DE	SCRIBED IN I	ΓΕΜ 14.		
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	D PURSUANT TO:	(Specify authority) THE	CHAN	IGES SET FORTH IN ITEM 14 ARE MADE IN TI	HE CONTRAC	т		
	B. THE ABOVE NUMBERED CONTR appropriation data, etc.) SET FOR	ACT/ORDER IS MO TH IN ITEM 14, PU	ODIFIED TO REFLECT 1 URSUANT TO THE AUTH	THE AI	DMINISTRATIVE CHANGES (such as changes in Y OF FAR 43.103(b).	n paying office	9,		
	C. THIS SUPPLEMENTAL AGREEME	NT IS ENTERED I	NTO PURSUANT TO AL	JTHOF	RITY OF:				
	D. OTHER (Specify type of modification	on and authority)							
E. IMPORTANT	T: Contractor ☐ is not	is required t	o sign this document and	l returi	copies to the issuing	office.			
					solicitation/contract subject matter where feasib				
			_	_	Valuation Services Office		est for		
					report services for Sacr				
	ornia State Parks La								
			-						
The purp	pose of Amendment 1	is to inc	lude the Atta	achr	ments with the solicitat	ion.			
		the document refe	renced in Item 9 A or 10A	_	eretofore changed, remains unchanged and in f				
15A. NAME AN	ND TITLE OF SIGNER (Type or print)			16A	. NAME AND TITLE OF CONTRACTING OFFICE	CER (Type or)	print)		
				Ad	woa Kwaa				
15B. CONTRA	ACTOR/OFFEROR		15C. DATE SIGNED	16B	. UNITED STATES OF AMERICA		16C. DATE SIGNED		
(Signature of person authorized to sign)			(Signature of Contracting Officer)						

S	OLICITATION/CON OFFEROR T	TRACT/ORDEF O COMPLETE BLO			1. R	REQUISITION NU	MREK		PAGE OF	22
2. CONTRACT NO			3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER				5. SOLICITATION NUMBER 140D0421Q079	₹	6. SOLICITATION ISSUE DATE 09/02/2021
	R SOLICITATION RMATION CALL:	a. NAME Sheila	Johnson-Mc	ntalvan		b. TELEPHONE 7039643		R (No collect calls)		JE DATE/LOCAL TIME 2021 1400 ES
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		DISCOUNT TERMS			□ 40- TIII	C CONTRACT IC		13b. RATING		
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00010	and Valuation (I appraisal re NWR - Californ Sacramento I Land Exchange Product/Serv Continued .	on Service: RFQ) for many services services services. River NWR age vice Code:	s Office, arket valu ices for S e Parks La - Californ R411	nation and Sacramento Ri and Exchange. nia State Par	lver	1	EA			
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COPIES TO ALL ITEMS SHEETS SL	ACTOR IS REQUIRED TO ISSUING OFFICE. COI SET FORTH OR OTHER IBJECT TO THE TERMS OF OFFEROR/CONTRACT	NTRACTOR AGREE WISE IDENTIFIED AND CONDITIONS	S TO FURNISH AN ABOVE AND ON AI	ND DELIVER	31a. UNITE	HEREIN, IS A	ANY ADI		WHICH ARE S	OFFER ITATION (BLOCK 5), SET FORTH
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30b. NAME AN	D TITLE OF SIGNER <i>(T</i>)	rpe or print)	30c.	. DATE SIGNED	31b. NAM Adwoa		CTING	OFFICER (Type or print)		31c. DATE SIGNED

19. ITEM NO.		20. SCHEDULE OF SUPPLIES	S/SERVICE:	S		21. QUANTITY	22. UNIT	23. UNIT PR		24. AMOUNT
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32e. MAILING A	DDRESS OF AUTHO	RIZED GOVERNMENT REPRESEN	ITATIVE		32f. TELE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
					32g. E-MA	IL OF AUTH	IORIZI	ED GOVERNME	NT REPRE	SENTATIVE
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- I. This is a combined synopisis/soliciation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued.
- II. This action is being processed in accordance with FAR Part 12 and FAR Part 13. The solicitation number is 140D0421Q792 for appraisal services which will be used by Appraisal and Valuation Services Office (AVSO). This requirement is for Appraisal services at the Sacramento River NWR California State Parks Exchange. California State Parks (2, 2a) (Non-Federal Land) AVIS: F200053 Case: 00011472FWS SCR NWR (75a,76a) (Federal Land). (AVIS: F200142). This solicitation is issued as a Request for Quotation (RFQ). The solicitation will result in the award of a Firm Fixed Price Purchase Order. The Acquisition Services Directorate of the Department of the Interior, on behalf of the Appraisal Valuation and Services Office (AVSO), is issuing this combined solicitation/synopsis for the purpose entering into a Purchase Order after receipt and evaluation of quotes.
- III. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular Number 2021-06, which was effective July 12, 2021.
- IV. This requirement is a Total Small Business set-aside. The NAICS code is 531320, Office of Real Estate Appraisers, with small business size standard \$ 8 million.
- V. Contract Line Item Numbers: 00010 Appraisal services at the Sacramento River NWR California State Parks Exchange. California State Parks (2, 2a) (Non-Federal Land) AVIS: F200053 Case: 00011472FWS SCR NWR (75a,76a) (Federal Land). (AVIS: F200142). WILCOX 32, AVIS #F210110
- VI. Description of the requirements for the items to be acquired: See Statement of Work and attachments.
- VII. Period of Performance shall be 115 days from date of award
- VIII. The provision at FAR 52.212-1, Instructions to Offerors—Commercial, applies to this acquisition.
- IX. The provision at FAR 52.212-2, Evaluation—Commercial Items, applies to this acquisition.
- X. Offerors must include a completed copy of the provision at FAR 52.212-3, Offeror Representations and Certifications Commercial Items, with their quotes. The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through http://www.sam.gov If the Offeror has not completed the annual

representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

XI. The clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Items, applies to this acquisition.

XII. The clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, applies to this acquisition.

XIII. See Pages 5-35 for additional contract requirements and other terms and conditions, to include the attached Statement of Work and supporting documents.

XIV. There is no Defense Priorities and Allocations System (DPAS) rating for this combined solicitation/synopsis.

XV. The date, time, and place offers are due: Questions may be submitted until September 8, 2021 by 2:00 P.M. Eastern Standard Time. The quotation must be emailed and is due no later than <u>September 13, 2021, **2:00 P.M. Eastern Standard Time.**</u> Include **RFQ 140D0421Q792** in the subject line of your email. Submit questions and the quotation to the Contract Specialist, Sheila Johnson Montalvan, at <u>Sheila Johnsonmontalvan@ibc.doi.gov</u>

Questions in response to this solicitation will be posted to SAM.gov

XVI. Point of Contact: Sheila Johnson Montalvan, at Sheila_Johnsonmontalvan@ibc.doi.gov

Description

The U.S. Department of the Interior, Appraisal and Valuation Services Office, Request for Quotation (RFQ) for appraisal services at the Sacramento River NWR – California State Parks Exchange. California State Parks (2, 2a) (Non-Federal Land) AVIS: F200053 Case: 00011472FWS SCR NWR (75a,76a) (Federal Land) (AVIS: F200142).

Contract Specialist

Sheila Johnson Montalvan @ibc.doi.gov

Contracting Officer

Adwoa Kwaa@ibc.doi.gov

Schedule of Services/Contract Line Item Numbers (CLIN) and Period of Performance:

CLIN No.	Description	Total Price
00010	Appraisal services at the Sacramento River NWR – California State Parks Exchange. California State Parks (2, 2a) (Non-Federal Land) AVIS: F200053 Case: 00011472FWS SCR NWR (75a,76a) (Federal Land). (AVIS: F200142).	\$
	CLIN Type: Firm Fixed Price	

Period of Performance:

The period of performance (POP) shall be 115 days from date of award. The Deliverable/Task Schedule is located in Section 3-Performance & Submission Requirements, page 13 of the Statement of Work.

The Target Period of Performance for the delivery of the initial appraisal report to the AVSO Review Appraiser is 60 calendar days from the Date of Award.

END OF SCHEDULE OF SERVICES

PURCHASE ORDER CLAUSES:

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: https://www.acquisition.gov

(End of Clause)

- 52.204-13 System for Award Management Maintenance (Oct 2018)
- 52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)
- 52.204-19 Incorporation by Reference of Representations and Certifications (Aug 2020)
- 52.212-4 Contract Terms and Conditions -- Commercial Items (Oct 2018)
- 52.227-14 Rights in Data (May 2014)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(End of Clause)

The following clauses are required by FAR in full text:

FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JULY 2021)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (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) <u>52.203-19</u>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) <u>52.204-23</u>, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
 - (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805 note</u>)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that 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:
- __ (1) $\underline{52.203-6}$, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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(2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN
2020) (41 U.S.C. 3509)).
         __ (3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and
Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts
funded by the American Recovery and Reinvestment Act of 2009.)
         X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract
Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
         __ (5) [Reserved].
         __ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-
117, section 743 of Div. C).
          (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery
Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
         _X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with
Contractors Debarred, Suspended, or Proposed for Debarment. (JUN
2020) (31 U.S.C. 6101 note).
         (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility
Matters (OCT 2018) (41 U.S.C. 2313).
         (10) [Reserved].
         (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR
2020) (15 U.S.C. 657a).
             __ (ii) Alternate I (MAR 2020) of 52.219-3.
        __ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small
Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate
in its offer) (15 U.S.C. 657a).
             __ (ii) Alternate I (MAR 2020) of <u>52.219-4</u>.
         __ (13) [Reserved]
        _X_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov
2020) (15 U.S.C. 644).
             (ii) Alternate I (MAR 2020) of 52.219-6.
        (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov
2020) (15 U.S.C. 644).
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(ii) Alternate I (MAR 2020) of 52.219-7.
          _ (16) <u>52.219-8</u>, Utilization of Small Business Concerns (OCT
2018) (15 U.S.C. 637(d)(2) and (3)).
        (17) (i) 52.219-9, Small Business Subcontracting Plan (JUN
2020) (15 U.S.C. 637(d)(4)).
            (ii) Alternate I (Nov 2016) of 52.219-9.
             (iii) Alternate II (Nov 2016) of 52.219-9.
             (iv) Alternate III (Jun 2020) of 52.219-9.
             __ (v) Alternate IV (Jun 2020) of 52.219-9
        (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
             __ (ii) Alternate I (MAR 2020) of 52.219-13.
         __ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
          (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN)
1999) (15 U.S.C. 637(d)(4)(F)(i)).
         (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-
Aside (MAR 2020) (15 U.S.C. 657f).
         (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov
2020) (15 U.S.C. 632(a)(2)).
            __ (ii) Alternate I (MAR 2020) of <u>52.219-28</u>.
          (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically
Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (15 U.S.C. 637(m)).
          (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned
Small Business Concerns Eligible Under the Women-Owned Small Business Program
(Mar2020) (15 U.S.C. 637(m)).
         X (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR
2020) (<u>15 U.S.C.</u> 644(r)).
         (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15U.S.C. 637(a)(17)).
         _X_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
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(28) 52.222-19, Child Labor-Cooperation with Authorities and
Remedies (JAN2020) (E.O.13126).
         X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
        __ (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
             __ (ii) Alternate I (FEB 1999) of 52.222-26.
        _X_ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
             __ (ii) Alternate I (JUL 2014) of <u>52.222-35</u>.
        _X_ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN
2020) (29 U.S.C. 793).
             __ (ii) Alternate I (JUL 2014) of 52.222-36.
         (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
          (34) 52.222-40, Notification of Employee Rights Under the National Labor
Relations Act (DEC 2010) (E.O. 13496).
         (35) (i) 52.222-50, Combating Trafficking in Persons (OCT
2020) (22 U.S.C. chapter 78 and E.O. 13627).
             __ (ii) Alternate I (MAR 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O.
13627).
           _ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order
12989). (Not applicable to the acquisition of commercially available off-the-shelf items or
certain other types of commercial items as prescribed in 22.1803.)
         (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-
Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition
of commercially available off-the-shelf items.)
             __ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not
applicable to the acquisition of commercially available off-the-shelf items.)
         (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential
Hydrofluorocarbons (Jun 2016) (E.O. 13693).
         (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration
Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
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(40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN
2014) (E.O.s 13423 and 13514).
             __ (ii) Alternate I (OCT 2015) of 52.223-13.
        __ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN
2014) (E.O.s 13423 and 13514).
             (ii) Alternate I (Jun2014) of 52.223-14.
          (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY
2020) (42 U.S.C. 8259b).
        __ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer
Products (OCT 2015) (E.O.s 13423 and 13514).
             __ (ii) Alternate I (Jun 2014) of <u>52.223-16</u>.
         X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While
Driving (Jun 2020) (E.O. 13513).
         __ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
         __ (46) <u>52.223-21</u>, Foams (Jun2016) (E.O. 13693).
        __ (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).
             __ (ii) Alternate I (JAN 2017) of 52.224-3.
         __ (48) 52.225-1, Buy American-Supplies (JAN2021) (41 U.S.C. chapter 83).
         (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act
(JAN 2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note,
19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169,
109-283, 110-138, 112-41, 112-42, and 112-43.
             __ (ii) Alternate I (JAN 2021) of 52.225-3.
             __ (iii) Alternate II (JAN 2021) of 52.225-3.
             (iv) Alternate III (JAN 2021) of 52.225-3.
          _ (50) <u>52.225-5</u>, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et
seq., 19 U.S.C. 3301 note).
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- X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note). __ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150). __ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150). __ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021). __ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). __ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). _X_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332). (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332). __ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332). __ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)). (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631). __ (ii) Alternate I (APR 2003) of 52.247-64. __ (iii) Alternate II (FEB 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that 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:

- (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67). (2) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67). __ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67). __ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67). (6) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67). __ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020). ___ (8) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR <u>2.101</u>, on the date of award of this contract, and does not contain the clause at <u>52.215-2</u>, Audit and Records-Negotiation.

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun

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

2020) (42 U.S.C. 1792).

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and 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.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).
- (ii) <u>52.203-19</u>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) <u>52.204-23</u>, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) <u>52.219-8</u>, Utilization of Small Business Concerns (OCT 2018) (<u>15 U.S.C. 637(d)(2)</u> and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR <u>19.702(a)</u> on the date of subcontract award, the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
 - (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
 - (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jun 2020) (<u>29 U.S.C. 793</u>).
 - (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

- (xi) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <u>52.222-40</u>.
- (xii) <u>52.222-41</u>, Service Contract Labor Standards (AUG 2018) (<u>41 U.S.C. chapter 67</u>).

(xiii)

- (A) <u>52.222-50</u>, Combating Trafficking in Persons (OCT 2020) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
- (xv) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
- (xviii) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)

- (A) <u>52.224-3</u>, Privacy Training (Jan 2017) (<u>5 U.S.C. 552a</u>).
 - (B) Alternate I (JAN 2017) of <u>52.224-3</u>.
- (xx) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302 Note</u>).
- (xxi) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (JuN 2020) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) $\underline{52.247-64}$, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ($\underline{46 \text{ U.S.C.}}\underline{55305}$ and $\underline{10 \text{ U.S.C.}}\underline{2631}$). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

DIAR and Department of the Interior Clauses:

DIAR 1452.201-70 Authorities and Delegations (Sep 2011)

The Contracting Officer is the only individual authorized to enter or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

- (a) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (b) The COR is not authorized to perform, formally or informally, any of the following actions:
 - (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
 - (2) Waive or agree to modification of the delivery schedule;
 - (3) Make any final decision on any contract matter subject to the Disputes Clause;
 - (4) Terminate, for any reason, the Contractor's right to proceed;
 - (5) Obligate in any way, the payment of money by the Government.
- (c) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers having been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers exceeding the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (d) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (e) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(f) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End Local of clause)

DOI-AAAP-0028, Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org -or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

Solicitation Instructions and Provisions:

Other Applicable Information:

NAICS Code: 531320 Offices of Real Estate Appraisers

Business Size:\$7.5M

PSC Code: *R411 Support – Professional: Real Property Appraisals*

DIAR and Department of the Interior Provisions:

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): https://acquisition.gov

- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
- 52.204-7 System for Award Management (Oct 2018)
- 52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)
- 52.204-17 Ownership or Control of Offeror (Aug 2020)
- 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation (Nov 2015)
- 52.225.25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran –Representation and Certifications (Jun 2020)

(End of Provision)

The following provisions are required by FAR in full text:

52.209-11 – Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter a contract with any corporation that--
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that—
- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Quotation Preparation Instructions:

(a) *Submission of offers*: Submit signed and dated offers to the email address specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on letterhead stationery, or as otherwise specified in the solicitation. **Quotes shall include a Technical Volume AND a separate Pricing Volume.** At a minimum, offers must include:

1) General Vendor Information (cover letter no more than 1 page) that includes:

- Tax Identification Number (TIN)
- Dun & Bradstreet Number (DUNS)
- Complete Business Mailing Address
- Contact Name
- Contact Phone
- Contact Email Address
- Ouotation Number
- Quotation Date
- Quotation Expiration date (60 days)

2) Quotation

The quotation shall include all the following information:

1. State Certification

a. State Certification: The appraiser must hold a current certified general appraiser license from the State of California as demonstrated by a copy of their state licensing certificate or state licensing number, or have the ability to obtain a temporary practice permit for the State of California. If the appraiser is licensed in another state and applying for a license in the subject jurisdiction, he/she must provide a copy of his/her current state license or a reference to the state licensing number.

2. Technical Acceptability

- a. Experience for Assignment: Both geographical competency and technical competency will be considered. The appraiser shall provide a standard Appraiser's Statement of Qualifications and a signed proposal letter that describes and attests to the following:
 - i. Identify years of experience appraising comparable tracts of rural land in similar areas of California.
 - ii. Identify years of experience in appraising lands for federal sale, acquisition and/or exchange under both USPAP and UASFLA guidelines. State whether a UASFLA course or seminar has been completed within the past ten (10) years. Completion of a UASFLA course or seminar will be considered but is not required.
 - **iii.** To demonstrate competency, provide a list of at least three (3) or more appraisal assignments for similar land in the subject state completed within the past ten (10) years. The list should include 1) type of property, 2) property

- rights appraised, 3) general location, 4) acreage, 5) date of report and 6) if UASFLA compliant or not.
- **iv.** Provide years of appraisal experience as a Certified General Appraiser, professional affiliations, and designations. A designation from a recognized professional appraisal organization will be considered but is not required. Please submit documentation of the same.

b. Qualifications of Associate Appraisers

Any associates expected to contribute to the appraisal must be identified in the proposal and a statement of qualifications and copy of license/permit or license/permit number must be provided for each individual. Those qualifications will be considered in the evaluation of proposals, with emphasis on professional designations and license, years of appraisal experience, and the extent of education applicable to the appraisal of rural real estate. An expanded description of these qualifications for any key associates is recommended and may be included in the proposal. No other associates may work on the appraisal project without prior written authorization from the AVSO Review Appraiser. The appraisal report must detail specific contribution(s) of all individuals, other than the signer(s). If the contractor does not list anyone else as providing assistance, it is expected that the proposal is with the contractor completing 100 percent of the research, analysis and writing. Sub-contracting of this assignment is not permissible.

Factor 3 - Past Performance

Provide a list of the same or similar appraisal assignments completed in the last ten (10) years. The list should include property type, general location, size, date, etc. Please state whether these appraisal assignments were compliant with UASFLA or not. If providing a list is not possible, supply the contact information for government agency references in which UASFLA compliant appraisal reports have been completed for the federal Government.

Factor 4 - Delivery/Inspection Date

The target date for the initial appraisal report is 60 days from the award of the contract. If the target date is not achievable, then the contractor may provide alternative delivery date up to 90 days. Early delivery is preferable.

Factor 5 – Price Quote

Appraiser must provide a firm-fixed price quote with any and all discounts applied for all the work to complete the assignment described in the Statement of Work (SOW). Price quotes will be evaluated for completeness and reasonableness.

Questions: shall be sent via e-mail to Sheila Johnson Montalvan, Contract Specialist, at Sheila_Johnsonmontalvan@ibc.doi.gov by 2 P.M. Eastern Standard Time on September 8, 2021, and shall have "Questions – RFQ # 140D0421Q792" included in the subject line.

Submission of Quote: Submissions to this RFQ shall be sent to Sheila Johnson Montalvan, Contract Specialist, at Sheila_Johnsonmontalvan@ibc.doi.gov by 2 P.M. Eastern Standard RFQ # 140D0421Q792 pg. 17

Time on September 13, 2021. All submissions shall reference "Request for Quotation # 140D0421Q792" included in the subject line.

NOTE: It is the Offeror's responsibility to read the RFQ and all related documents carefully and completely. Additionally, it is the Offeror's responsibility to ensure/verify the Government receives its submission on or before the date/time specified.

52.212-2 Evaluation – Commercial Items (Oct 2014)

Evaluation Criteria. The proposals for this assignment will be evaluated based on the Best Value to the Government.

- 1) State Certification (CGA)
- 2) Technical Acceptability
- 3) Past Performance
- 4) Delivery/Inspection Date
- 5) Price Quote

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

1452.215-71 Use and Disclosure of Proposal Information—Department of the Interior (APR 1984)

- (a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:
- (1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.
- (2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."
- (b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages ______ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

- (d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.
- (e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.
- (f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

List of Documents, Exhibits, or Attachments

Vicinity Map
Appraisal Site Map FWS (75a, 76a)
Appraisal Site Map State (2, 2a)
SOW FWS SCR-CA State Exchange

June 23, 2021 AVIS: F200053 AVIS: F200142

STATEMENT OF WORK (SOW)

Appraisal and Valuation Services Office (AVSO)

Agency Case ID: 00011194 & 00011472

AVIS Number: F200053 & F200142

SECTION 1 – SUBJECT IDENTIFICATION & GENERAL INFORMATION

Project Background

The State of California Department of Transportation (Caltrans) plans to replace the bridge over the Sacramento River on Highway 162 near Butte City, California. This requires the acquisition of land from the Sacramento River National Wildlife Refuge (NWR or Refuge) and land from California Department of Parks & Recreation (CA State Parks) for the bridge project.

At the same time, U.S. Fish & Wildlife Service (FWS) and CA State Parks and Caltrans have negotiated an Agreement to Initiate a Land Exchange (ATI). The California State Lands and the FWS SCR NWR Lands are adjacent to each other and to State Highway 162 on the western banks of the Sacramento River. The purpose of the exchange is for the Refuge to gain environmentally sensitive lands and eliminate the need to have Non-Federal Land Owners cross sensitive refuge lands. The adjusted property boundaries will provide the State of California improved access to Caltrans and State Parks Lands along the highway and at the river.

For clarity throughout this Statement of Work (SOW) those portions of land that are the designated exchange parcels will always be referred to as the *Subject Exchange Parcels*, *Exchange Parcels* or by name as identified below. Upon award of the contract, if the appraiser has any questions about any of the documents he/she is to consult with the AVSO Review Appraiser for clarification.

Identification Case Name Sacramento River NWR - California State Parks

Land Exchange

Exchange Parcels CA State Parks(2, 2a) (Non-Federal Land)

FWS SCR NWR(75a, 76a) (Federal Land)

Sacramento River NWR – CA State Parks Exchange CA State Parks (2, 2a) (Non-Federal Land) FWS SCR NWR (75a,76a) (Federal Land)

Case: 00011472 FWS SCR NWR (75a,76a) (Federal Land) AVIS: F200142

Location Non-Federal Land – CA State Parks (2, 2a)

These two Exchange Parcels are each adjacent to the Caltrans Parcel along the west bank of the Sacramento River in Glenn County California, directly across the river from Butte City, CA and are bisected by State Highway 162.

June 23, 2021

AVIS: F200053

Federal Land – FWS SCR NWR (75a, 76a)

These two Exchange Parcels are adjacent to the north side of State Highway 162 and refuge lands to the north.

Acreage CA State Parks (2, 2a) 22.00 ac. more or less

FWS SCR NWR (75a, 76a) 5.73 ac.

Property type Vacant land

Case Type Land Exchange

Client U.S. Department of the Interior, Appraisal and Valuation Services

Office (AVSO)

Intended Users AVSO, USFWS and State of California

Intended Use The appraisals will be used to facilitate a land exchange between the State

of California and the United States of America. The appraisals are not

intended for any other use.

Property Description

Case: 00011194

USFWS and California State Parks have negotiated an *Agreement to Initiate a Land Exchange* (ATI). The California State Park Lands and the Sacramento River National Wildlife Refuge Lands are adjacent to and along both the north and south sides of State Highway 162 on the western banks of the Sacramento River. The purpose of the exchange is for the Refuge to gain environmentally sensitive lands and eliminate the need to have non-federal land owners crossing sensitive refuge lands and at the same time to adjust property boundaries to give the State of California improved access to state lands along the Sacramento River.

The Exchange Parcel lands are mostly level to gently sloping down to the river. Portions of the lands were farmed in the past but have been restored to natural repairing habitat. Most of the land is in the flood plain. All of the exchange parcels are zoned Intensive Agriculture AE-40 with a

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minimum lot size of 40 acres. There are no known structures developed on any of these exchange parcels.

FEE EXCHANGE PARCELS & EXCHANGE INGRESS-EGRESS EASEMENTS

Owner	Location	Acreage	Comments
CA State (2)	Portion North of 162 On APN 013-180-049	Unknown*	Fee Exchange Land
CA State (2a)	Portion South of 162 On APN: 013-180-049*	Unknown*	Fee Exchange Land
CA State (2, 2a)		22 more or less	Total Fee Exchange
CA State to Grant to USFWS Ingress Egress Easements		0.024 (West Easement) 0.028 (East Easement) 0.052 (Total Easements)	Easements under Highway 162 for USFWS Requires Easement Value
CA State Reserves	CA State Parks (2) on APN 013-180-049	0.371	State Reserved Ingress- Egress over Ca State Parks Tract (2)
FWS SCR NWR 75a	North of Hwy. 162 on APN: 016-060-021	4.03	Fee Exchange Parcel
FWS SCR NWR 76a	North of Hwy. 162 on APN: 013-180-045	1.70	Fee Exchange Parcel
FWS SCR (75a, 76a)		5.73	Total Fee Exchange
USFWS Grants to CA State, Ingress-Egress Easement	North of FWS SCR (75a, 76a) on APN: 013-180-020, 016-060-021	1.568	Ingress-Egress Easement on Refuge to CA State Requires Easement Value
FWS SCR NWR Reserves Easements	On Exc. Parcel 75a, 016-060-021 On Exc. Parcel 76a, 013-180-045	0.023(West Easement) 0.027 (East Easement) 0.050 (Total Easements)	USFWS Reserved Ingress- Egress Easements

^{*}Note: Estimated acreage for CA State Exchange Parcels (2, 2a) individual Parcel 2 and individual Parcel 2a is unknown. Appraiser to request acreage of individual parcels if required. Assessor's Parcel Numbers 013-180-048 & 016-060-013 are not a part of the Exchange Parcels, though they may appear on some documents.

Exchange Parcel (2) on the northern portion of APN 013-180-049 includes a reserved ingress-egress easement that is 22 feet wide with a total area of 0.371 acres. This ingress-egress easement is appurtenant to Caltrans APN 013-180-017. This 22 foot wide easement continues across existing refuge APN 016-060-021 with a total area of 1.568 acres.

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The portion of the easement that is not on the designated exchange parcel, is a part of this exchange assignment and requires a separate opinion of market value.

FWS is reserving two ingress-egress easements over Exchange Parcels (75a and 76a) that will allow non-exclusive access under the new section of State Highway 162. These two easements will be 10 foot and 12-foot-wide with areas of 0.27 and 0.23 acres respectively. These easements will continue over Caltrans lands that are not designated exchange parcels. The eastern most of these easements is 12 feet wide with an area of 0.028 acres and the western most easement is 10 feet wide with an area of 0.024 acres. These portions of the easements are not on exchange parcels and require separate opinions of market value.

Legal Descriptions

The lengthy legal descriptions to be used in the appraisals for the exchange parcels and the exchange easements will be provided in the *Director's* and *Quitclaim Deeds* as exhibits upon award of contract.

Exchange Parcel Interests

CA State Park (2, 2a): Property interests to be appraised are the fee simple estates including a ½ interest in all subsurface oil, gas and other minerals. The property interests will be subject to the new ingressegress reserved easements that are a part of this exchange, along with all other exceptions, encumbrances and reservations in the Preliminary Report by Consumer's Title Company, Revised 02/26/2021, numbered EG 16115878-SJ.

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FWS SCR NWR (75a, 76a): Property interests to be appraised are the fee simple less the subsurface estate. The property interest is also subject to the new ingress-egress reserved easements that are a part of this exchange, along with all other exceptions, encumbrances and reservations noted in the following:

- Policy of Title Insurance by First American Title Insurance Company, dated January 7, 1992, policy number 28490 and order number 51604
- Indorsement to policy number 28490, order number 51604, dated September 25, 1992
- Policy of Title Insurance by First American Title Insurance Company, dated November 08, 1994, policy number 119002, order number 5324. Ingress-egress easements

The appraiser is to address all of the title exceptions noted in the title reports and the impact of the exceptions on the property value, with the exception of subsurface minerals and water.

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The appraiser must immediately notify the AVSO Review Appraiser of any indications of rights contrary to those described in this SOW and/or in the title reports and/or policies as this could result in amended These reports will be provided upon award of the instructions. assignment.

Interests

Exchange Easement The Ingress-Egress Easements are to be appraised as non-exclusive easements for use by USFWS and California State Personnel and/or their contractors for access and maintenance. These easements are subject to all of the exceptions and encumbrances of the underlying fee.

Outstanding Rights

The appraiser must discuss the impact of all outstanding rights on the exchange parcels. Any recorded or unrecorded documents, conditions, agreements, easements and/or encumbrances discovered must be identified and discussed in the appraisal report in relation to their impacts on value. Refer to Section 2.3.1.7 of the 6th edition of Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).

The appraiser must investigate and promptly report any additional or inaccurate encumbrances on the property to the AVSO Review Appraiser as soon as possible. Such a discovery could require a modification of the appraisal assignment..

Reservations

Reserving all ingress-egress easements as noted in the *Property* Descriptions on pages 2-4 of this SOW and in the ATI.

Property Access

CA State Park Exchange Parcel (2 & 2a) currently have physical access through SCR NWR Lands. It is the responsibility of the appraiser to confirm the current physical and legal access to these CA State Park Exchange Parcels.

FWS SCR NWR Exchange Parcels (75a, 76a) currently have physical and legal access from County Road 61 and from State Highway 162.

Larger Parcel In every appraisal that conforms to UASFLA the appraiser must address and form an opinion of the larger parcel. However, in this instance, since the intended use of the appraisal is to facilitate a proposed federal land exchange, the appraiser is not to consider any FWS ownership outside of the proposed Exchange Agreement. This is also true for the

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non-federal land (California State Lands). As such, only the subject exchange parcels and ingress-egress interests identified herein are to be considered in the appraiser's highest and best use and larger parcel analyses.

A larger parcel determination is required for appraisals prepared for federal land exchange purposes. The appraiser will not go outside those lands or interests in land identified in an agreement document similar to an ATI, in considering the highest and best use or larger parcel determination. The appraiser will apply the tests of unity of ownership, of unity of highest and best use, and of contiguity or proximity as it bears on unity of use in determining the larger parcel to those lands or interests in lands identified in the agreement document. Multiple larger parcels may exist within the estate to be appraised as identified in the agreement document, based on the appraiser's application of these tests.1

Owner/Occupant

The **Non-Federal Land** is vested in State of California, acting by and through The Department of Parks and Recreation.

The **Federal Land** is vested in United States of America, administered by the U.S. Fish and Wildlife Service.

Tenancies None are known to exist. If any tenancies are discovered it is up to the appraiser to investigate any leases that may be impacting the subject property and report them to the AVSO Review Appraiser as soon as possible.

Owner

Exhibit "L" will provide contact information upon contract award. **Contact Information** See following table:

Federal & Non-Federal Exhibits					
Exhibits Provided for Solicitation	Exhibits Provided Upon Award				
A. Vicinity Map	F. Amended Agreement to Initiate				
B. Appraisal Site Map FWS (75a, 76a)	G. Prelim CA State Parks Rev 02.26.21				

¹ Land Exchange Interim Division Policy FWS Division, April, 2017

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C. Appraisal Site Map State (2, 2a)	H. Exceptions 5-13
D. SOW FWS SCR-CA State Exchange	I. Vesting Deed CA 2007-2515
E. Evaluation Criteria	J. Exchange Legal Descriptions
	K. FWS Option & Deeds
	L. FWS Title Policies
	M. Project Contacts
	N. Draft Director's Deed 6/15/21

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SECTION 2 – APPRAISAL REQUIREMENTS & INSTRUCTIONS

Appraisal Standards

The appraisal report must conform to all "current" requirements of the following appraisal standards:

- 1. Uniform Standards of Professional Appraisal Practice (USPAP)
- **2.** Uniform Appraisal Standards for Federal Land Acquisitions, 6th edition (UASFLA)
- **3.** Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) as amended; Federal Regulations 49 CFR, Part 24
- **4.** Sacramento River NWR California State Park Land Exchange Statement of Work (SOW)

Market Value

The following definition of market value **must be used** in the appraisal:

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property.²

Date of Value

The date of value is to be the date of the last property inspection. It must be no later than 60 calendar days prior to the submission of the completed appraisal report, unless the AVSO Review Appraiser approves in advance other conditions in writing.

Extraordinary Assumptions:

An Extraordinary Assumptions is: "an assumption, directly related to a specific assignment, as of he effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions." (USPAP 2020-2021 edition, page 4) The following Extraordinary Assumptions have been approved for use in these appraisals by AVOS and FWS:

1. The California State Park Exchange Parcels have not been surveyed and the actual size of the parcels is uncertain. It is assumed that the total acreage of 22 acres more or less is the correct acreage and that is the acreage to be used in the appraisal.

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² Interagency Land Acquisition Conference, Uniform Appraisal Standards for Federal Land Acquisitions, 6th ed., p. 10.

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2. A current title report has not been provided for SCR NWR (75a, 76a) Exchange Parcels. It is assumed that there have been no changes in title since the following reports were issued:

a. Policy of Title Insurance by First American Title Insurance Company, dated January 7, 1992, policy number 28490 and order number 51604

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- b. Indorsement to policy number 28490, order number 51604, dated September 25, 1992.
- c. Policy of Title Insurance by First American Title Insurance Company, dated November 8, 1994, policy number 119002, order number 53242
- 3. The AVSO client, Fish & Wildlife Service (FWS), has requested that it is assumed that there is clear title to the property and that there are no additional encumbrances or restrictions beyond those already identified that could materially affect value. Use of this statement is consistent with FWS policy. A change in the estate appraised, when final title is obtained, could require an amendment of the appraisal or re-appraisal of the property so that the estate appraised matches the estate to be transferred.

The following statement should follow these extraordinary assumptions wherever they appear: "The use of these extraordinary assumptions might have an effect on the assignment results." If the Appraiser believes that any other Extraordinary Assumptions are required to comply with any additional law USPAP or UASFLA regulation, he/she must contact the AVSO Review Appraiser to obtain prior written approval.

Hypothetical Co None is required. If the Appraiser believes that a Hypothetical Conditions is required to comply with any additional law USPAP or UASFLA regulation, he/she must contact the AVSO Review Appraiser to obtain prior written approval.

Jurisdictional Exceptions:

A Jurisdictional Exceptions is authorized for use in regard to the definition of market value and the development and reporting of a reasonable exposure time linked to the value opinion. Contrary to USPAP, Section 1.2.4, (and Sections 1.2.7.2., and 4.2) of UASFLA states that opinions of market value linked to a specific exposure time and marketing time "... are not appropriate for just compensation purposes, and must not be included in appraisal reports prepared

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under these Standards." As such, the Jurisdictional Exception Rule is invoked in order to void Standard Rules 1-2(c) and 2-2(a) (v) of USPAP.

If the Appraiser believes that USPAP's Jurisdictional Exception Rule must be invoked to comply with any additional law or UASFLA regulation, he/she must contact the AVSO Review Appraiser to obtain prior written approval.

Placement in Report:

The appraiser must clearly identify all Extraordinary Assumptions, Hypothetical Conditions, and Jurisdictional Exceptions wherever a final value conclusion is stated, including the Letter of Transmittal and the Summary of Salient Facts. These must also be communicated with any General Assumptions and Limiting Conditions. Not only do these need to be clearly identified but the statement that their use may affect the assignment results should be included.

Property Inspection

The appraiser must inspect the subject property and all of the market comparable properties used in a direct sales comparison, unless the AVSO Review Appraiser has approved other conditions in writing. For appraisals with an intended use of acquisition or exchange, the appraiser must certify in the report that he/she extended an offer to the property owner(s) (or the owner's representative) to accompany him/her during the property inspection (Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (PL 91-646 as amended and the Uniform Appraisal Standards for Federal Land Acquisitions Section 1.2.6.4 page 12).

A copy of the letter extending the offer to the property owner(s) is to be included in the submitted appraisal report addenda. **The appraisal report should also disclose the property owners' response** regarding the invitation to join the appraiser during the property inspection and details learned from the property owner(s) about the property and their acquisition of the property.

Permission to enter upon and appraise the property has been granted. The permission document will be provided to the contract appraiser upon award of the contract. **The appraiser must notify** both the FWS

Realty Specialist and AVSO Review Appraiser a minimum of five days prior to the planned property inspection.

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Pre-Work Meeting

The appraiser will be required to attend a pre-work meeting at the time of inspection or via teleconference with the assigned AVSO Review Appraiser, the agency Realty Specialist, other agency representative and/or other interested parties. The AVSO Review Appraiser will coordinate the date and time of the meeting.

Controversies/Issues

None. Should the appraiser identify controversies or issues during the course of assignment, he/she must immediately notify the AVSO **Review Appraiser.**

Legal Instructions None

Special Appraisal Instructions

- 1. Even though communication is encouraged with the exchange partners and the client agency, only the assigned AVSO Review Appraiser can modify appraisal instructions in writing.
- 2. The appraiser may not communicate assignment results to any party except AVSO until authorized to do so in writing by AVSO.
- 3. Any communication, verbal or written, with the Client Agency Realty Contact shall include the assigned AVSO Review Appraiser.
- **4.** The appraiser will be required to include a copy of the legal description and policy of title insurance reports within the appraisal report addenda. For any exchange cases where the client provides documentation similar to an Agreement to Initiate (ATI) representing the voluntary meeting of the minds and agreement to consider exchange of certain, specific interests in land or valuable natural resources the following appraisal policy will be followed: A larger parcel determination is required for appraisals prepared for federal land exchange purposes. The appraiser will not go outside those lands or interests in land identified in an agreement document similar to an ATI, in considering the highest and best use or larger parcel determination. The appraiser will apply the tests of unity of ownership, of unity of highest and best use, and of contiguity or proximity as it bears on unity of use in determining the larger parcel of those lands or interests in lands identified in the agreement document. Multiple larger parcels may exist within the estate to be appraised as identified in the agreement document, based on the appraiser's application of these tests. larger.³
- 5. In order to be fair and equitable to both parties to the proposed exchange, it is imperative that the same methodology is used to value both the federal and non-federal land. It is

³ Land Exchange Interim Division Policy FWS Division, April, 2017

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assumed that all of the exchange parcels are in private ownership and to be put to their Highest and Best Use.

- **6.** The intent of the Exchange Agreement is to provide lands of equivalent value to be exchanged between exchange partners. In order to determine the value of the Non-Federal and Federal Exchange Parcels, all of the Exchange Parcels are to be appraised using the same methodology and standards.
- 7. This statement of work (SOW) has been prepared during the COVID-19 Pandemic. Market impacts may vary by property type, but potential exists for significant changes to real property values. For this reason, the appraisal must include a thorough market analysis available at the effective date in support of market condition adjustments or no adjustments if warranted. As applicable, this analysis can include interviews with real estate market participants (such as brokers, lenders, buyers, sellers), economic trends in the market sector and location, listing and sales activity or non-activity, commodity pricing, and changes in the financial markets.

The market research, analysis and rendered value opinion for this appraisal assignment is to be based upon the data available as of the effective date of value. In the wake of social, financial and real estate market impacts caused by the COVID-19 Pandemic, the appraiser is responsible for recognizing, researching, analyzing and reporting measurable economic impacts affecting market value (if any) as of the effective date of the appraisal.

General Appraisal Requirements & Instructions:

- 1. The appraiser must hold a valid license as a Certified General Appraiser for the jurisdiction in which the subject property is located. Valid credentials include those obtained directly from the jurisdiction, those issued under a reciprocity agreement, and/or those characterized as "temporary" under the jurisdiction's licensing and certification statutes.
- **2.** The AVSO Statement of Work, other assignment instructions and engagement letter must be included within the addenda of the appraisal reports.
- **3.** All appraisals complying with UASFLA must conform to the sequence and content outlined in UASFLA, Appendix A and B or C.
- **4.** AVSO considers an appraisal meeting the requirements of UASFLA Sections 2.3.2.4. and 2.5. to be consistent with and exceed the requirements for an appraisal report under Standard 2 of USPAP.

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5. The appraiser must appraise the subject properties in their As Is Condition unless authorized in writing by the AVSO Review Appraiser to do otherwise. The exception to this would be implemented by any imposed HC's, EA's, JE's, or special legal instruction.

- **6.** Color photographs taken by the appraiser, of the subject properties and all of the comparable properties and maps indicating the location of the subject properties and comparable properties shall be included in the appraisal reports. Assessor's parcel maps large enough to be legible are required for the subject properties and all of the comparable properties. AVSO will sometimes accept, with prior authorization, aerial photographs for comparable properties, unless the aerial photographs do not accurately represent the property as of the date of inspection. The appraiser must photograph any unusual property features and any significant improvements from street level.
- 7. The appraisal reports must be addressed to the appraiser's client, the Department of Interior (DOI), Appraisal and Valuations Services Offi

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Appraiser for instructions. The Review Appraiser will view the information and provide further instruction to the appraiser regarding handling and storage of the confidential information.

- 11. While the public is not an intended user of the appraisal report, the Freedom of Information Act (FOIA) and Agency policy may result in the release of all or part of the appraisal report to others.
- 12. If including any proprietary information in the appraisals, appraiser must gain concurrence from AVSO Review Appraiser and deliver the proprietary information in a separate binder.
- 13. When the appraiser has performed any services regarding the subject properties within the three prior years, **he/she must disclose** this in the bid proposal.

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SECTION 3 – PERFORMANCE & SUBMISSION REQUIREMENTS

The appraiser must address any questions regarding appraisal instructions and/or technical requirements for the appraisals to the AVSO Review Appraiser unless identified otherwise. An attached *Project Contact* sheet will be provided with the contract award that will identify the AVSO Review Appraiser and his/her contact information.

The Target Period of Performance for the delivery of the initial appraisal reports to the AVSO Review Appraiser is 60 calendar days from the Date of Award. Contractors must provide the appraisal services within the performance period specified. If 60 days is not possible state an Alternative Period of Performance. All bids will be considered regardless of the proposed delivery date. The maximum acceptable period of performance to deliver the initial appraisal is 90 days.

The submitted appraisal reports will be reviewed for compliance with the terms of this Statement of Work, UASFLA, USPAP, and the Uniform Act (PL 91-646). Any findings of inadequacy will require clarification and/or correction by the contract appraiser. Any corrections requested must be completed and returned to the AVSO requestor within 10 days. A total of 45 days is shown in the event of multiple requests for correction or clarification are required.

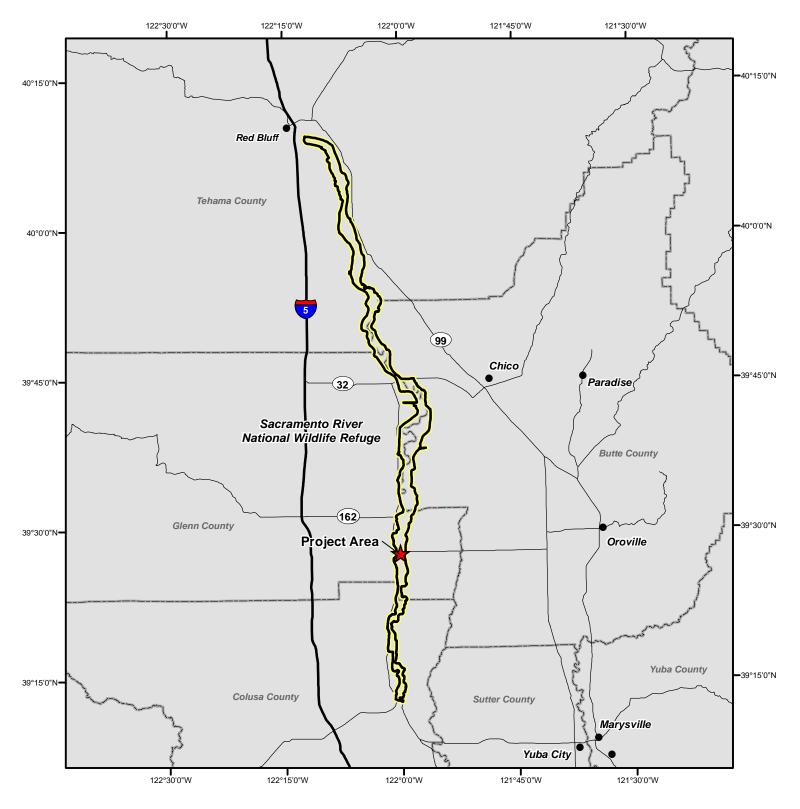
Once the submitted appraisal reports in pdf format are accepted by AVSO as being fully in compliance, the contract appraiser will be asked to submit four (3) signed and bound paper copies of the reports and one copy of the invoice to the AVSO Review Appraiser.

Deliverable/Task Schedule:

REQUIRED DELIVERABLES	DELIVERY DATE
Pre-Work Meeting	TBD: To be held in conjunction with the subject
	property site inspection or via teleconference
Subject Property Inspection	TBD: Contract appraiser to coordinate with
	AVSO Review Appraiser
Initial Appraisal Reports	Target is 60 days, or less from contract award
	date unless an Alternative Period of
	Performance of not more than 90 days, has been
	accepted by the Review Appraiser.
Review Period & Comments Provided to	45 days or less after appraisals received from
Appraiser	contractor
Final Appraisal Reports	Target is 10 days or less after review is
	completed

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Sacramento River NWR Glenn County, CA Vicinity Map

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UTM Zone 10N NAD83

Map Date: 2/1/2021 Project #: R8_NWRS_FY20_278-1.mxd Legend

→ Project Area

Approved Acquisition Boundary

