

**COMBINED SYNOPSIS/SOLICITATION FOR HEALTHY FORESTS RESERVE PROGRAM REAL PROPERTY APPRAISALS (AG-0436-S-13-0004)**

**NATURAL RESOURCES CONSERVATION SERVICE (OREGON)**

(i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

**Contracting Office Address**

Department of Agriculture, Natural Resources Conservation Service, Oregon State Office, 1201 NE Lloyd Blvd., Suite 900, Portland, Oregon 97232.

**Description**

General:

The Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture, is seeking contractor(s) to provide appraisals of real property in Oregon to be used by NRCS when acquiring Healthy Forests Reserve Program (HFRP) easements on behalf of the United States. The intent of NRCS is to solicit the most efficient and effective manner to complete the requirements set forth in this document. To achieve this goal, NRCS reserves the right to make award without negotiations.

The result of negotiations will be the award of a performance-based service contract to the Contractor(s) whose proposal most successfully addresses the requirements outlined in this solicitation. The requirements are defined based on the output of products and services and not the level of effort required to perform the functions. The **performance period** begins May 20, 2013 and concludes June 30, 2013.

Background:

Pursuant to the 2008 Farm Bill, NRCS purchases HFRP conservation easements from eligible landowners who voluntarily cooperate in the restoration and protection of forestlands and associated lands. To determine the compensation for the proposed HFRP conservation easements, NRCS is required to obtain appraisals prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the specification attached hereto. HFRP legislative authorities, NRCS policy, and specifications regarding the acquisition and valuation of HFRP easements are contained in NRCS Healthy Forests Reserve Manual 440, Part 511.

Objective/Scope:

The objective of this solicitation is to acquire a real property appraisal for one proposed HFRP easement property of approximately 250 acres located in Lane County in the state of Oregon, Township 19 South, Range 5 West, Section 2

Interested firms should carefully review the accompanying Statement of Work, furnish the resumes, curricula vitae, or other evidence that demonstrates it meets the education and experience requirements of the Statement of Work, and should complete accompanying Bid Schedule with its prices. Proposals will be evaluated on the basis of total price and on the basis of technical qualifications described in (ix) below, with the total of all technical qualifications significantly more important than price. The technical qualifications listed in (ix) below are listed in descending order of importance.

**Original Point of Contact**

Christopher E. Martin, Contract Specialist, Phone 503-414-3213, Fax 503-414-3276, Email: [chris.martin@or.usda.gov](mailto:chris.martin@or.usda.gov)

(ii) This solicitation number AG-0436-S-13-0004 is issued as a Request for Proposal (RFP), and the acquisition procedures at FAR Parts 12 and 15 are being utilized. The Government reserves the right to make award without negotiations.

(iii) This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 05-66 April 1, 2013.

(iv) This is a **100% SMALL BUSINESS SET ASIDE** and the applicable NAICS code is 531320 (Real Estate Appraisal Services). The size standard for this NAICS code is \$7 million. **Only quotes from small businesses will be considered.** A size standard is the largest that a concern can be and still qualify as a small business for Federal Government programs. Size standards are the average annual receipts of a firm. How to calculate average annual receipts of a firm can be found in 13 CFR § 121.104. For more information on these size standards, please visit <http://www.sba.gov/size>. The size standards are listed at [http://www.sba.gov/sites/default/files/files/Size\\_Standards\\_Table.pdf](http://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf)

(v) Contract Line Item Numbers (CLINs)

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CLIN	Property Location	Property Size	Price
001	Southern Willamette Valley Oregon (Lane County)	Approximately 250 acres T19S, R5W, Sec. 2	\$

(vi) Description of Requirements: See the attached STATEMENT OF WORK FOR NRCS HEALTHY FORESTS RESERVE PROGRAM APPRAISALS (hereinafter “SOW”) for detail.

(vii) Date(s) and Place(s) of Delivery and Acceptance. Delivery and acceptance shall be as set forth in the SOW. Invoices will be approved by the Contracting Officer at the NRCS OR State Office.

(viii) The provision at 52.212-1, Instructions to Offerors—Commercial, applies to this acquisition. The following addenda also apply. Offerors must read and follow these additional instructions to receive consideration.

1. System for Award Management (SAM) Registration

In order to comply with the Debt Collection Improvement Act of 1996, all Contractors must be registered in the System for Award Management, or SAM (formerly Central Contractor Registration (CCR)) and Online Representations and Certifications Application (ORCA) prior to award of a Federal Contract. However, due to the need to promptly award a contract after receipt of proposals, registration in SAM, to include completion of the Representations and Certifications, and having a status of “Active” is required BEFORE submitting an offer. For information regarding registration visit [www.sam.gov](http://www.sam.gov). Successful offerors and their employees will also be required to provide a completed/signed NRCS Conservation Cooperator Certification as described in the PWS after award is made.

2. Technical Proposal and Past Performance Information

Offerors should submit resumes, curricula vitae, and/or a written narrative that thoroughly addresses all **three (3)** non-price evaluation factors listed in Section (ix) below. The narrative should be supported by evidence that gives credibility to the statements made by the offeror and in turn gives the Government enough information to understand and gain confidence in what the offeror is stating. There is no limit on the length of the narrative, but it should be of a reasonable length and well supported.

3. Price Proposal

Submit unit and extended pricing for each Contract Line Item Number (CLIN) listed in (v) above. Pricing must be provided for every CLIN.

4. Certification at FAR 52.209-7 Information Regarding Responsibility Matters and the Certification at AGAR 452.209–70 (Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction.)

The offeror must complete the two certifications by reading and checking the appropriate box(s). A copy of the text of the two provisions can be found in Section (xiii) below and as a separate attachment to this notice. Complete the certification using the attachment related to this notice.

5. Copies of Proposal

Only one copy of the proposal technical/past performance and price proposal is required to be submitted. Also include the certifications referenced in paragraph 4 above. Offers can be submitted by mail, fax or email (scanned documents). If the document is faxed the offeror must call or send an email the Contracting Officer and received affirmative confirmation that the proposal was received.

(ix) FAR provision 52.212-2, Evaluation-Commercial Items applies to this solicitation as follows.

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) **Minimum Requirements:** Only proposals received from offerors meeting the following minimum requirements shall be considered:

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(i) The appraiser must be a State-certified general real property appraiser or obtain a temporary practice permit in accordance with title XI of the Financial Institution's Reform, Recovery, and Enforcement Act of 1989 (FIRREA) in Oregon and be in good standing with the Oregon Appraiser licensing authority; and

(ii) The appraiser must have demonstrated competency in compliance with USPAP in conducting appraisals of agricultural and timber properties with and without conservation easements of the requested type, and must provide documentation of appraisal education courses attended, including an eminent domain or conservation easements course; and

(iii) The appraiser must have the workload capacity and ability to complete the appraisal described herein within thirty (30) days of receiving a task order from the NRCS Contracting Officer containing the property location map, preliminary title report and deed for the subject property.

(2) **Technical Evaluation Factors:** Offerors whose proposals show that they meet the foregoing minimum requirements shall be evaluated on the basis of the following technical factors which are listed in descending order of importance, with the combination of all such technical factors significantly more important than price:

(i) Offeror's personnel's experience in:

(A) Performing NRCS HFRP appraisals in accordance with NRCS appraisal specifications,

(B) Performing forestland appraisals in Western Oregon,

(C) Performing timber cruises in connection with forestland appraisals,

(ii) Geographic location – Firm will be evaluated on geographic location in relation to property sites and knowledge of surrounding forestlands.

(iii) Past Performance – Evaluation of past performance on contracts with respect to cost control, quality of work, and compliance with performance schedules.

(3) **Price Factor**

The overall cost to the NRCS is an important factor, but for this acquisition is significantly less important than the technical factors, when combined.

(b) A written notice of award or acceptance of a proposal, 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 or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(x) Offerors are required to complete the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. This must be completed when registering in SAM.

(xi) The clause at 52.212-4, Contract Terms and Conditions—Commercial Items, applies to this acquisition and there are no addenda.

(xii) The clause at 52.212-5, Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items, applies to this acquisition and the following additional FAR clauses cited in the clause are applicable to this acquisition.

(b)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(12) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009)

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- (26) 52.222-3, Convict Labor (JUN 2003)
- (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009)
- (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (29) 52.222-26, Equal Opportunity (MAR 2007)
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)
- (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989).
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008)
- (47) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)

(c)

- (1) 52.222-41, Service Contract Act of 1965 (NOV 2007)  
*See wage determinations attached to this notice which the individual counties covered in each determination.*
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)

(xiii) Additional contract requirement(s) or terms and conditions (such as contract financing arrangements or warranty requirements) determined by the Contracting Officer to be necessary for this acquisition and consistent with customary commercial practices. The following additional Federal Acquisition Regulation (FAR) and Agriculture Acquisition Regulation (AGAR) clauses and provisions apply to this solicitation and any resultant contract award. FAR clauses and provisions can be found at <https://www.acquisition.gov/far/current/html/FARTOCP52.html#wp372482>. AGAR clauses and provisions can be found at <http://www.da.usda.gov/procurement/policy/agar.html>. Fill-in's, as required, are provided with the provisions and clauses below.

**Provisions**

52.209-7 Information Regarding Responsibility Matters.

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have (*check one*) current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.

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(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

**AGAR 452.209-70 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (DEVIATION 2012-01) (FEB 2012)**

(a) Awards made under this solicitation are subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, Sections 738 and 739 regarding corporate felony convictions and corporate Federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is [ ], *is not* [ ] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation.

If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2)

(i) The Offeror *has* [ ], *has not* [ ] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) The Offeror *has* [ ], *has not* [ ] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal or State law in the 24 months preceding the date of offer.

(3) The Offeror *does* [ ], *does not* [ ] (*check one*) have 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.

(End of provision)

**Clauses**

**52.217-8 Option to Extend Services**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of

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its intent to extend at least *60 calendar* days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *3 years and 6 months*.

(End of clause)

**AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**

(a) This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, Sections 738 and 739 regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by accepting this award the Contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to 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) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, *the NRCS* may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739.

(End of Clause)

**452.224-70 CONFIDENTIALITY OF INFORMATION (FEB 1988)**

(a) Confidential information, as used in this clause, means --

(1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the Contractor may proceed with disclosure. Disagreements not resolved by the and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

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(End of Clause)

(xiv) DPAS ratings do not apply to this solicitation.

(xv) The date, time and place proposals are due is as follows: 4:00 pm Pacific Time, May 18<sup>th</sup>, 2013:

- a. Via mail to USDA/NRCS, ATTN: Chris Martin, Contract Specialist, 1201 NE Lloyd Blvd., Suite 900, Portland, OR 97232;
- b. Via email to [chris.martin@or.usda.gov](mailto:chris.martin@or.usda.gov)
- c. Via facsimile to (503) 414-3276

(xvi) The name and telephone number of the individual to contact for information regarding the solicitation is Christopher E. Martin, Contract Specialist, NRCS, 1201 NE Lloyd Blvd., Ste. 900, Portland, OR 97232, [chris.martin@or.usda.gov](mailto:chris.martin@or.usda.gov) (503) 414-3213.

**END OF SOLICITATION**

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**NATURAL RESOURCES CONSERVATION SERVICE  
STATEMENT OF WORK FOR  
HEALTHY FORESTS RESERVE PROGRAM REAL PROPERTY APPRAISALS**

**A. GENERAL:**

The Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture, is seeking contractor(s) to provide appraisals of real property in Oregon to be used by NRCS when acquiring Healthy Forests Reserve Program (HFRP) easements on behalf of the United States. Pursuant to the 2008 Farm Bill, NRCS purchases HFRP conservation easements from eligible landowners who voluntarily cooperate in the restoration and protection of forestlands and associated lands. To determine the compensation for the proposed HFRP conservation easements, NRCS is required to obtain appraisals prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the specification attached hereto. HFRP legislative authorities, NRCS policy, and specifications regarding the acquisition and valuation of HFRP easements are contained in NRCS Healthy Forests Reserve Manual 440, Part 511. In order to accomplish this task, the NRCS will award one contract that requires the successful contractor to perform appraisals on one to three properties in Oregon.

**B. DEFINITIONS:**

**Contracting Officer (CO):** The duly appointed and warranted government agent authorized to enter into, administer or terminate contracts and make related determinations and findings. The contracting officer is the only person authorized to contractually obligate the government. The contracting officer is responsible for ensuring performance of all necessary actions for effective contracting, ensuring that the requirements of all pertinent laws, regulations, etc. have been met, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. The contracting officer ensures that sufficient funds are available for government contractual obligation and ensures that all contractors receive impartial, fair and equitable treatment in the solicitation process.

**C. REFERENCE MATERIALS:**

NRCS Healthy Forests Reserve Program Manual, 440 Part 511  
<http://directives.sc.egov.usda.gov/RollupViewer.aspx?hid=28007>

**D. CONFIDENTIALITY AGREEMENT:**

Appraiser's valuations and supporting reports are confidential information, and the appraiser must strictly abide by the confidentiality provisions of the ethics rule of USPAP, which provides that an appraiser must—

- (1) Protect the confidential nature of the appraiser-client relationship.

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(2) Act in good faith with regard to the legitimate interests of the client in the use of confidential information and in the communication of assignment results. The appraiser must clearly mark as confidential any information protected by the Privacy Act that is provided to him or her. The appraisal can only be released after all information labeled or identified as confidential has been redacted.

(3) An appraiser must not disclose confidential information or assignment results prepared for a client to anyone other than—

- (i) The client and persons specifically authorized by the client.
- (ii) State enforcement agencies and such third parties as may be authorized by due process of the law.
- (iii) A duly authorized professional peer review committee

**E. PERIOD OF PERFORMANCE**

The contractor shall complete the appraisal and submit the deliverables within 40 days of receiving a signed task order from NRCS that includes the information set forth in Section F of the “Appraisal Specifications for Appraising Real Property for the Healthy Forests Reserve Program (HFRP)” (“Appraisal Specifications) attached hereto as Exhibit 1. **The final appraisal must be submitted to NRCS by July 1, 2013.**

**F. DESCRIPTION OF WORK**

The contractor(s) shall furnish the necessary personnel, material, equipment, services and facilities, except as otherwise specified, to perform the appraisals in accordance with the Appraisal Specifications attached hereto as Exhibit 1.

The deliverables the appraiser must submit to NRCS with the Period of Performance shall be the Appraisal Report in the form, content and quantity detailed in Section G and H of the Appraisal Specifications.

**G. GOVERNMENT FURNISHED INFORMATION**

The NRCS will provide the contractor with the information set forth in Section F of the Appraisal Specifications attached hereto.

**H. CONTRACTOR PROVIDED PROPERTY:**

The contractor shall furnish all property, etc. to perform this contract including transportation.

**I. REVIEW PROCEDURES**

Work completed by the contractor will be reviewed and approved by the COR.

**END OF STATEMENT OF WORK**