

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 48		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0137		6. SOLICITATION ISSUE DATE 22-Sep-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GLORIA J FROST			b. TELEPHONE NUMBER (No Collect Calls) 410-962-3534		8. OFFER DUE DATE/LOCAL TIME 11:00 AM 07 Oct 2003	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715  TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 6531 SIZE STANDARD: \$1.5 MILLION			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING		12. DISCOUNT TERMS
15. DELIVER TO RE DIV APPRAISAL BRANCH RICHARD MCCARTER PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-3205 FAX:		CODE E1N0200	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/ OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY					CODE
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
				TEL:		EMAIL:		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)				
				42b. RECEIVED AT (Location)				
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	APPRAISAL SERVICES OF NATURAL RESOURCES FFP P.O.C.:RICHARD MCCARTER @ 410-962-3205 BUYER: GLORIA FROST @ 410-962-3534 PROVIDE APPRAISALS OF NATURAL RESOURCES (LAND IN NEW JERSEY) PER THE ENCLOSED STATEMENT OF WORK: ATTACHMENTS: 1. STATEMENT OF WORK 2. EXHIBIT A (PROPERTY LIST) 3. MAPS 4. WAGE DETERMINATION DECISION NO.:94-2347 (REV. 15) DATED JUNE 5, 2002 OF THE SECRETARY OF LABOR IS APPLICABLE FOR THIS REQUIREMENT. PURCHASE REQUEST NUMBER: W81W3G-3246-9132	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	APPRAISAL SERVICES FFP PROVIDE APPRAISAL SERVICES FOR THE VARIOUS LOCATIONS IN THE NEW JERSEY AREA PER THE ENCLOSED SCOPE OF WORK/PROPERTY LISTING/MAPS: ATTACHMENTS:  PURCHASE REQUEST NUMBER: W81W3G-3248-9536	1	Lump Sum		

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NET AMT

FOB: Destination

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 24-OCT-2003 TO 31-DEC-2003	N/A	RE DIV APPRAISAL BRANCH RICHARD MCCARTER PO BOX 1715 BALTIMORE MD 21203-1715 410-962-3205 FOB: Destination	E1N0200
0002	POP 24-OCT-2003 TO 31-DEC-2003	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0200

## CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.219-7011	Notification to Delay Performance	JUN 1998

252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

- (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation

may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(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:

**PRICE, PRIOR PERFORMANCE AND ABILITY TO MEET DELIVERY REQUIREMENTS.**

Technical and past performance, when combined, are **significant**.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)  
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

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

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

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

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

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

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

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

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

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

\_\_\_ Black American.

\_\_\_\_ Hispanic American.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act --Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

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

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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

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

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

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

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).
- (5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 531320. (Size Standard is \$1.5 million).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

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

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the

Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate

that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

#### 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

## 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

## (a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
  - (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
  - (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
  - (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
  - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR

database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

SCOPE OF WORK

**BID PROPOSAL INSTRUCTIONS**

*Full and Partial Acquisitions in  
East Hanover, Montville, Pequannock Townships, Morris County, NJ and Fairfield Township,  
Essex County, NJ*

**PASSAIC RIVER FLOOD DAMAGE REDUCTION PROJECT  
PRESERVATION OF NATURAL STORAGE AREAS**

**Market Value Real Estate Appraisals**

The U. S. Army Corps of Engineers, Baltimore District, (Corps) has a requirement for contract real estate appraisal services in connection with a total of twenty-nine (65) properties identified in Exhibit A.

This is a solicitation for your proposal to prepare narrative appraisal reports in accordance with the accompanying *Scope of Work*. The reports must also be in compliance with the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) and the Uniform Standards of Professional Appraisal Practice (USPAP). UASFLA, identified as item #ISBN 0-922154-66-X,

may be purchased through the U. S. Government Printing Office, Superintendent of Documents (telephone 202-512-1800). It is also available via the Internet at <http://www.usdoj.gov/enrd/land-ack>.

The value requested is the Market Value. The definition of Market Value must be presented in your report(s). The definition as contained in UASFLA is provided (see page 2 of 8) in Real Estate Appraisal Scope of Work.

The estates to be appraised include the following:

- fee simple interest
- perpetual conservation easement

Unless a field inspection would indicate that the Uniform Residential Appraisal Report form is appropriate and is approved in advance by the Baltimore District office, all appraisals should be in a narrative format. Where a partial interest in the real estate is to be acquired appraisal reports must be written in narrative format and where appropriate should include a Before and After analysis.

The Government will provide the appraiser with the points of contact (POC) for arranging inspections of the properties. The owner of the property must be given the opportunity to accompany the appraiser on the inspection.

The sixty-three (65) properties to be appraised are presented in two groups, Group C consisting of thirty-four (34) and Group D, consisting of twenty-nine (31) properties. We anticipate awarding no more than two contracts in accord with the grouping presented herein in Exhibit A resulting in one or two contractors. A bidder must clearly quote a price for the appraisal of each property as well as a total price for each group as a whole and a price for the both groups combined as a whole. Both Groups C and D must be included in the bid. The Government reserves the right to award a single contract or two contracts based upon a determination of “most advantageous” to the Government. We anticipate the potential for savings based upon the number of properties awarded in a contract as well as the use, where applicable, of a data book format of reporting.

Your bid proposal must clearly provide a price based upon the production and delivery of appraisal reports as indicated in the Scopes of Work for Group C and Group D and this letter assuming no “Before and After” (B&A) analysis would be required. In addition, an incremental price adjustment must be provided on a per property basis assuming a B&A analysis would be required.

***The Corps, Baltimore District, will require evidence of professional appraiser qualifications from appraisers who have not previously provided appraisal services to and with whom the Baltimore District, Appraisal Branch is unfamiliar. Professional qualifications must include two examples of completed appraisal reports involving the appraisal of real property involving***

***wetlands and the valuation of both fee simple and permanent easement estates as well as before and after technique in cases of partial takes.***

It is noted that lot sizes and other associated data are based upon the best information available upon publication of this document, but is not to be construed as necessarily accurate. Offerors are solely responsible for verifying current land use, zoning, land size and other associated data provided in EXHIBIT A prior to submitting a proposal. Additionally, the selected appraiser(s) shall rely upon the land area contained within the legal description of the most recent deed of record. If no land area is provided in the most recent deed of record, the selected appraiser shall rely upon information contained in the municipal tax records or similar land records within the appropriate jurisdiction. Prior to initiation of the appraisal assignments, the selected appraiser(s) shall meet at the site with a Baltimore District appraiser and other Corps personnel to review and discuss issues relating directly to the appraisal assignment(s). It is noted that the individual subject properties are to be appraised as if clean and without consideration of the impact or stigma associated with any Hazardous, Toxic, or Radioactive Waste (HTRW).

**One bound hard copy of the report, with original photographs** of the subject and its comparables must be included for each appraisal. However, properties that are held in common ownership may be reported in one report wherein the valuation of each property is clearly presented therein. ***In addition, one CD copy of the complete report including all photographs and other exhibits shall be provided in a mutually readable format including Adobe Acrobat (pdf format), MS Word 97, MS Excel 97, and JPG (for photographs and other graphic forms).*** The reports will be subject to review by the Corps and the appraiser will be required to amplify issues as directed by the reviewer. Failure to do so will result in the report being considered as unacceptable. Payment will be based upon Government acceptance of the report(s). ***As part of the bid proposal the offeror shall provide evidence of e-mail capability employing the aforementioned formats. All draft In Progress Reports will be required to be submitted to the Baltimore District Appraisal Branch POC for initial review.***

**Time is of the essence with regard to the appraisal of the subject properties.** The contractor(s) must agree to provide the Baltimore District Appraisal Branch a draft of the appraisal report(s) for an In Progress Review (IPR) in accordance with the schedule of delivery described below. The purpose of the IPR is to verify and confirm the appraisal methodology, reporting format and compliance with the provisions contained in the Scope of Work. The Delivery of all reports, including those as drafts under the IPR, is as follows. Priority of appraisals shall first be given to the 34 properties included in Group C situated in Fairfield Township (Reference Exhibit A). ***The following delivery schedule is applicable only on a Group basis and not as to the combination of both Groups totaling 63 properties.*** A draft of the first appraisal report is required to be submitted and received via electronic mail to the Corps within twenty (20) calendar days from the notice to proceed for IPR. Upon approval of the draft the final, complete, version of the first narrative appraisal report shall be received in electronically not later than fifteen (15) calendar days following the notification of approval of the draft. Complete electronic versions of the appraisal reports for all remaining tracts to be appraised under the contract shall be received not later than sixty-five (65) calendar days following the official notice to proceed.

All final hard bound reports, including the CD versions, shall be received not later than eighty-five (85) calendar days following the official notice to proceed.

***The foregoing delivery schedule is provided as a proposal. If the required draft and final reports can be satisfactorily completed earlier than proposed you are requested to provide an alternate schedule and appropriate pricing. Conversely, please provide an alternate schedule should the schedule which is outlined above be too restrictive. A notice to proceed is not concurrent with a notice of award. A Baltimore District appraiser will present the official notice to proceed at the time of the on-site meeting with the contractor.***

All hard copy completed reports will be delivered on or before the applicable due dates to:

Frank N. Palmer  
Chief, Appraisal Branch  
U. S. Army Corps of Engineers, Baltimore District  
ATTN: CENAB-RE-E  
10 South Howard Street, 7<sup>th</sup> Floor  
Baltimore, Maryland 21201

Your proposal shall include costs of all supplies, material, equipment and transportation incidental to completing the required appraisal(s) and the preparation and delivery of the report(s). ***Your proposal shall be valid for six months from the date of award.*** Your estimation of the completion date of appraisal report(s) must be stated within the proposal. Include a copy of your qualifications and a copy of your license/certification as a Residential or General Certified Appraiser from the jurisdiction in which the property is located. In addition also provide at least one complete example of an appraisal report for a property and involving a scope of work in substantial similarity to the subjects.

Contracts will be awarded to those proposals considered, in the sole discretion of the Government, to be most advantageous to the Government. The award(s) will be based the consideration of a combination of factors including fee, completion time, and qualifications of the appraiser regarding the particulars of the assignment. The successful bidder(s) must demonstrate that the principal appraiser and firm have a qualified staff to satisfactorily complete the assignment within a timely manner.

***The Scopes of Work for Groups C and D must each be read prior to completion of a Proposal for Services. This Scope will be incorporated into the contract for services. Failing to read or understand the Scope of Work in its entirety will not relieve the successful bidder from performance of the contract as required through the Scope of Work. If there are any questions concerning this Request for Bid Proposal or the Scope of Work, please call Richard McCarter at (410) 962-3205, e-mail [richard.t.mccarter@nab02.usace.army.mil](mailto:richard.t.mccarter@nab02.usace.army.mil) as the designated point of contact (POC) for the Baltimore District Appraisal Branch.***

Please provide your proposal electronically through Richard T. McCarter and Gloria Frost at *gloria.frost@nab02.usace.army.mil*. Your proposal must include all related costs and must be received by this office in care of the persons named below, no later than the close of business on October 7, 2003.

Frank N. Palmer  
Chief, Appraisal Branch  
Voice: 410-962-3101  
Fax : 410-962-0866

Gloria J. Frost  
Purchasing Agent  
Voice: 410-962-3534  
Fax: 410-962-0933

## **SCOPE OF WORK**

### **GROUP D**

REAL ESTATE APPRAISAL

### **PASSAIC RIVER FLOOD DAMAGE REDUCTION PROJECT** **PRESERVATION OF NATURAL STORAGE AREAS (PRFDR)**

### **GROUP D**

EAST HANOVER, MONTVILLE, PEQUANNOCK TOWNSHIPS, MORRIS COUNTY, NEW JERSEY  
SEPTEMBER 2003

### **PURPOSE OF THE APPRAISAL:**

The Passaic River Flood Damage Reduction (PRFDR) Project has identified numerous properties within a three county area of the Passaic River watershed in northern New Jersey. This Scope will focus on thirty-one (31) tracts of land involving seventeen (17) tax map blocks. Twenty-six of the subject tracts are located in East Hanover Township in an area generally known as the Hatfield Swamp lying south of US Route 46 and on either side of I-280. Three of the tracts are located in Pequannock Township along the Pompton River between Routes 23 and 202. The remaining two tracts are located in Montville Township situated in the Bog and Vly Meadows area, east

of Jacksonville Rd. and north of Route 202. The 31 tracts are controlled by a total of 21 individual private ownerships (Reference Exhibit B). The project expects to mitigate flood damage that occurs in the Passaic River watershed through the acquisition of conservation easements and/or fee simple title in land. Once acquired, the conservation easement and/or fee simple title would enable the Government to preclude any further development of land and, thereby, enhance critical floodplain storage in the project area. The project involves no physical construction of flood prevention structures and only entails the purchase of real estate.

The portion of the project addressed by this Scope entails the purchase of perpetual conservation easements and/or fee simple interest of the properties within the twenty-nine tracts. Of the 21 individual ownership entities, five (5) hold common interest in two or more tracts. While certain tracts may be held in common ownership they may not necessarily abut or lie immediately contiguous to each other.

The appraisals of these properties will provide the primary opinion on which to base decisions regarding compensation. The government will be acquiring either a permanent easement (see definition below) or the fee simple interest in all of the identified properties. In order to provide the government with flexibility in negotiating the acquisition of the required estate and as the value of the permanent easement may approximate the value of the fee simple estate in some or all of the subject properties, the appraiser must provide a detailed, stand alone, valuation analysis of the fee simple estate and conclude to a fee simple value before addressing the value of the permanent estate to be acquired in each of the appraisals.

An initial analysis by Baltimore District does not indicate that a Before and After (B & A) analysis is necessarily required. The selected appraiser, upon a field inspection and further analysis, may determine that a B&A analysis may be pertinent. The appraiser must consult with the COE Appraisal Branch Project Coordinator if, in his inspection and due diligence, he determines a Before and After analysis is required. The primary determinant as to the requirement of a B&A analysis will be whether there is a damage to the remainder. The appraiser is strongly encouraged to preliminarily inspect the immediate environs of the subject properties to determine whether a potential for a damage to the remainder exists for those assemblages of properties in which a B & A analysis is possible.

While it is not anticipated that re-locations will be required if, for any reason such would be the case, they will be subject to PL 91-646 and the regulations promulgated to implement this law.

#### **SCOPE:**

- A. The appraisal reports are to be prepared in compliance with *Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)*, 2000 Edition, and the *Uniform Standards of Professional Appraisal Practice (USPAP)*, as amended.

The minimum reporting standards and the report format shall be prepared in compliance with include Section A 1 through 39 DATA DOCUMENTATION AND APPRAISAL REPORTING STANDARDS pages 7 through 27 of *UASFLA* (see also Appendix B, pages 117 and 118). An Internet download copy of the *Uniform Appraisal Standards for Federal Land Acquisitions* is available at <http://www.usdoj.gov/enrd/land-ack>. **It is the responsibility of each offeror to read and understand the UASFLA.**

- B. The reports shall include the following value estimates:

1. *Fee Simple* - Narrative Appraisal Reports wherein the fee simple title is subject, however, to existing easements for public roads, highways, public utilities, railroads, pipelines, etc.
2. *Perpetual Conservation Easement*- Narrative Appraisal Reports.

3. *Perpetual Conservation Easement* with a *Before & After Format* Narrative Appraisal for those properties that the selected appraiser, after consultation with the Appraisal Branch Project Coordinator, determines that a *Before & After* analysis is necessary. The *Before & After* analysis will entail an *As is* value estimate of lands, buildings and improvements that form the subject property *Before and After* imposition of a Perpetual Conservation Easement. As previously indicated, the primary determinant of whether a B&A analysis is necessary will be the conclusion that damages accrue to the remainder. Such a determination should only be made after consultation with the COE Appraisal Branch Project Coordinator.

[All questions regarding the valuation of the above estates, should be directed to the COE point of contact (POC) before commencing.]

C. Terminology: **The following definitions shall be included in all reports where applicable.**

1. *Perpetual Conservation Easement* - The perpetual and assignable right and easement in, upon, over and across (the land described in Schedule "A") (Tract No. \_\_ ) for the purpose of terminating and extinguishing all developmental rights for other than park purposes; and, that the Grantor covenants that they shall neither be used or transferred to any portion of any other property nor be used for the purpose of calculating permissible lot yield of the property or any other property; and, that prohibits removal or destruction of any tree, shrub, or other vegetation now existing on the property, except as approved in writing by the Grantee; and, that prohibits excavation, dredging, removal, or placement of topsoil, sand, gravel, loam, rock or other mineral substance from or on the property, except as approved in writing by the Grantee; and, that prohibits the construction of any building, structure, or road on the property, except as approved in writing by the Grantee; and, that prohibits dumping or placing of landfill material, trash, waste, or unsightly or offensive materials on the property.

2. *Market Value*<sup>1</sup> - 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 the appraisal, 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 at the time of the appraisal.

3. *Damages/Uneconomic Remnants (so called severance damages)* as a result of the project must be valued on a Before and After basis. If, in the opinion of the contract appraiser, an easement will result in a permanent damage to the remainder of the property (that portion of the greater whole which is not acquired), the appraisal will be in the Before and After format. This methodology will estimate the value of the estate taken as well as any permanent loss to the remainder. A damage that is considered temporary in nature does not require the Before and After (B & A) format. Damages that are curable due to the passage of time or by other mitigating circumstances (ten years or less for both) may use economic rent (income) as a basis for estimating a short-term damage.

It is imperative that the value of the property to be acquired is clearly identified and presented separate from the value concluded for damages. The value of the damage to the remainder and a clear explanation as to the makeup and justification for the conclusion of the damage is to be presented separately from the value of the property taken.

- D. Legal Description and Sales History - In addition to other requirements, it is the responsibility of the contractor to include in the report a copy of the last deed of record and a 10-year chain of title. In the event that the subject parent tract is the product of an

<sup>1</sup> Source: *Uniform Appraisal Standards for Federal Land Acquisitions, 2000 Edition, Washington, D.C.*,

assemblage or other combining of lots, the last deed of record for each lot shall be included.

- E. The appraisal shall include analyses of Highest and Best Use that provides written reasoning to the extent and detail required that support the opinions of value. All Highest and Best Use Analyses' conclusions must be for an economic use. So called "public interest value" including, but not limited to, preservation and conservation or any non-economic highest and best use is not acceptable. Sales to and from public or quasi-public agencies are not acceptable as comparables unless the contractor can demonstrate that the transfers were at arms length, free from any threat of condemnation or inducement, including, but not limited to, tax incentives not available to the general public.
- F. Emergent Wetlands, Ponding Water, Drainage & Floodways, Floodplains & Hydric Soils: When preparing analyses of the Highest and Best Use and wherever a reasonable person would conclude that site conditions, reasonably quantifiable by these publications, would impact the development potential and/or Highest and Best Use of the property being appraised, the selected appraiser is responsible for securing copies of and reviewing the following publications as pertaining to East Hanover Township: Soil Survey of Morris County (published by USDA), FEMA Flood Insurance Rate Maps, National Inventory of Wetlands, State of New Jersey Freshwater Wetland mapping, State of New Jersey Floodway mapping , and topography mapping. Furthermore, and to this end, solicited appraisers are provided digitized copies of mapping of the assembled subject parcels depicting the following:
1. Contours
  2. FEMA Flood Zone
  3. Hazardous Waste
  4. NJ Land Use Map
  5. Site Layout
  6. Soils
  7. Soil Classification
  8. Freshwater Wetlands

As the great majority of the subject parcels are impacted by FEMA flood hazard areas and within NJ designated freshwater wetlands, the appraiser must quantify site conditions, in a detailed discussion of these factors, of the property being appraised and the resultant impact on the Highest and Best Use of the property being appraised. Pertinent copies of this mapping, annotated with the location of the subject property being appraised, shall be included in the report.

- G. Hazardous, Toxic, Radioactive Wastes (HTRW) - In the event that the Contractor, through ordinary and usual means available to real estate appraisers and/or as provided by USACE, determines that the subject site(s) is impacted or contaminated by HTRW, value estimates shall be reported as follows:
1. HTRW regulated under CERCLA shall be estimated on an As Remediated or As Clean basis if the Purpose of the Appraisal above is for crediting purposes or as stipulated by the government for cause.
  2. If the Purpose of the Appraisal is to acquire an interest from a private land owner or if it is found that a project owned parcel(s) is impacted by an HTRW not regulated by CERCLA, the appraisal estimate shall be on an As Is basis.
  3. The contractor shall provide to the Appraisal Branch the basis for any determination as to HTRW. Contact Frank Palmer, Chief Appraiser, Real Estate Division, Baltimore District USACE, before proceeding if you have any questions regarding this paragraph.
- H. In order for the reviewer to understand the basis for all value conclusions, the report shall clearly and fully describe, define and explain the basis for all analyses and conclusions. Appraisals must be well-supported documents that follow a logical and factual sequence to arrive at an estimate of value. Each report will be reviewed for its completeness,

comprehensiveness and consistency. Appraisals shall clearly and fully describe, define and explain the basis for analyses and conclusions. Each report shall be able to enable a far-removed reviewer to clearly understand and explain, if necessary, the rationale and methodology used to arrive at the value estimate. Discussions, explanations, analyses should be concise but presented in sufficient detail clearly to convince the reader that the resulting conclusions are reasonable and probable.

- I. Tangible personal property not defined as realty shall not be included in value estimates.
- J. Cost to Cure estimates, if any, shall not exceed the estimated damage(s) from any Before and After appraisal and report. Estimates of costs to cure a damage shall include direct and indirect costs, and effects of delay and entrepreneurial profit, if applicable.
- K. The description of subject land and buildings, if any, shall include a discussion of deficiencies and insufficiencies that affect value. By example, wetlands, drainage ways, etc. normally can not be developed for an economic use and can not be included in density calculations for land use in most jurisdictions. Therefore, undevelopable land, for any reason, can not be appraised as equivalent with upland areas when estimating value. Another example would include improved properties that contain elements of functional obsolescence or super-adequacies that affect value. An item of functional obsolescence may diminish the value of a property while a super-adequacy, by definition, is an over improvement that would not increase the overall value of the property in an amount that would equal or exceed the cost of the over improvement when installed new.
- L. All market analyses utilizing the Sales Comparison Approach will include an adjustment grid that, in terms of dollar or percentage adjustments, measures the relative differences between the subject and each comparable cited. All adjustments must be explained and appropriately supported. Each must be consistent and logical. Gross adjustments in either dollars or percentages that exceed 30% are not acceptable unless it can be clearly demonstrated that the comparable is critical to the final value conclusion and there are no available substitute sales that are more comparable to the subject.

The appraiser must be prepared to justify and support adjustments when requested. While the Government does not intend to contest each adjustment, request for further support of adjustments may be required from time to time at the Government's discretion. Every item of variance existing between the comparables and the subject on the report's adjustment grid must be either individually adjusted for variance or commented on or both. As an example in residential properties, this includes significant differences in style and design, quality, condition, age, size, basement or below grade finish and heating/cooling of the improvements.

- M. Verification of data - The sales and/or rental data must be reported with the date and name of person contacted to verify the data as well as the transactional relationship of the person contacted for verification.
- N. If the subject has sold and closed escrow within a reasonable time frame of the date of value, it should be used as a comparable sale unless it is found to be a non-market transaction, in which case it should be discussed as such.
- O. Ownership – Value estimates will be furnished for a contiguous area of land owned by the same person, entity. Land will be deemed contiguous even though portions thereof

are separated by roads, railroad rights-of-way, streams, etc, if interests held by the owner(s) are uniform and a reasonable likelihood exists for a near term integrated unitary purpose.

- P. A permanent easement is an estate in but not a fee acquisition of a part taken. Therefore, a value estimate of less than fee for a permanent easement is required. The location and extent of a permanent easement may leave a landowner with little remaining utility. The appraiser is to be guided by that understanding applying No.3 of "C." above as required.

**PROPERTY LOCATIONS:**

The townships of East Hanover, Montville, and Pequannock in Morris County, New Jersey.

**OWNER OF RECORD/SUBJECT IDENTIFIERS/LAND AREA:**

See EXHIBIT A attached. Please note that at this time, as the acquisition of the permanent easement involves a definable interest based on multiple assessor lots under the same ownership, no survey will be prepared for the parcels, nor will one be provided to the selected appraiser. The collective land areas identified for each subject Tax Block is based upon the best information available and is not necessarily accurate. Therefore, the selected appraiser shall rely upon the land area as provided on Exhibit A. The selected appraiser **will not be** provided a legal description or a tract survey for each affected parcel. The appraiser is expected to verify public information which is supplied in Exhibit A and, if applicable, notify the project coordinators identified in the Point of Contact section of this document of the inconsistency(s) and resolve with the coordinator a satisfactory resolution in order to complete the appraisal.

**FORMAT:**

**NARRATIVE APPRAISAL REPORT**

Valuation of the fee simple estate as well as the permanent easement is required on all thirty-one (31) tracts (Reference Exhibit A). The appraisal shall be written in a Narrative Appraisal Report format. Given the nature of the properties included in Group D the use of a Project Appraisal Report format as defined in and in accordance with Section D-17 of the UASFLA would be acceptable by the Government if agreeable to the successful bidder (Reference Exhibit C). A separate easement value (part taken) as well as an analysis of the remainder (if any) in order to determine whether a damage to the remainder would apply is required. All reports shall include those addenda listed below. The appraiser shall also include additional information and exhibits that enhances a report's credibility.

Required Addenda:

1. Certification
2. Limiting Conditions
3. Multi-Purpose Supplemental Addendum
4. Sketch with interior partitions and door openings, if applicable
5. Photos (front and rear views of each major site improvement, street scene showing neighborhood improvements, any other view considered to affect value (up or down))
6. Plot Plan (assessor's plat map/record plat/site survey)
7. Area and Neighborhood Map
8. Comparable Photos
9. Comparable Location Map with subject referenced
10. Assessor card for subject property and MLS printout as applicable.

11. Assessor card and MLS printout of comparables, if applicable
12. Comparable Photos
13. **The Scope of Work is required as an exhibit.**
14. **The 3-page Checklist is required as an exhibit.**
15. Where the property being appraised is impacted by FEMA flood hazard areas, hydric soils, Floodways, freshwater wetlands, and/or floodways, the appraiser shall include a copy of the pertinent portion of the published mapping, showing the location of the subject, for the following mapping publications:
  - a. New Jersey Freshwater Mapping
  - b. New Jersey Floodway Mapping
  - c. FEMA Flood Insurance Rate Mapping
  - d. Soil Survey of Morris County

In order to meet the requirements as an *Appraisal Report*, the report must comply with Standard Rule 2-2 of the *Uniform Standards of Professional Appraisal Practice* as amended. **A *Restricted Report* is not acceptable.** **A report identified as *Limited* means that the *Departure Provision* has been invoked. Any appraisal that invokes the *Departure Provision* must be approved in advance.** If approved, a prominent section at the beginning of the report must be included that clearly identifies the extent of the appraisal process, the *departure(s)* taken, and the reason for the *departure(s)*.

#### **ORIGINALS/COPIES:**

One original and one copy with original signatures and photographs of the subject and its comparables must be included for each appraisal. **In addition, one CD copy of the complete report including all photographs and other exhibits in the order presented in the report shall be provided in Adobe Acrobat or, if in another format, it must be readable and printable by Adobe Acrobat.**

The appraisal must comply with the Reporting Standards of Uniform Appraisal Standards for Federal Land Acquisitions and Uniform Standards of Professional Appraisal Practice.

#### **SUPPLIED MATERIAL:**

- A. The following materials are supplied with the Scope of Work.
  - Exhibit A, Property list.
  - Exhibit B, General location map of Group D properties, by tax block.
  - Exhibit C, Section D-17 of the UASFLA.
  -
- B. Upon issuance of a Notice to Proceed by USACE, the following materials will be supplied.
  - Owner's telephone numbers (if available)
  - Copy of the title
  - digitized copies of mapping of the assembled subject parcels depicting the following:
    - a) Contours
    - b) FEMA Flood Zone
    - c) Hazardous Waste
    - d) NJ Land Use Map
    - e) Site Layout (subject tract superimposed on tax map)
    - f) Soils
    - g) Soil Classification
    - h) Freshwater Wetlands

#### **INSPECTIONS:**

The appraiser is required to personally speak with the owner(s), their agents or representative securing their permission to inspect the subject property. Per federal regulations, *“The owner, or the owner’s designated representative, shall be given an opportunity to accompany the appraiser during the appraiser’s inspection of the property.”*

The preferred method of contact is to have the contract appraiser telephone the property owner to set up an inspection and state that a confirmatory letter on company letterhead (see enclosed sample) will be sent via certified mail to confirm the date of inspection. The appraiser will invite the owner or his designated representative to accompany him/her in the detailed inspection of the property and to give careful, considerate attention to all information and comments offered. The owner may be a prime source of detailed information of importance. To satisfy this requirement for purposes of the appraisal review, the contract appraiser should include:

1. a copy of the confirmatory letter to the property owner and,
2. a copy of the receipt for certified mail within the body of the appraisal. Also, there shall be a statement in the appraisal indicating the date of the inspection and whether or not the owner, or his agent, was present at the inspection.

**Additionally, an on-site visit with the selected appraiser and any and all contributing appraisers in the firm, Baltimore District review appraiser, and other Corps personnel to discuss project features and appraisal issues may be required within two weeks of the notice of award. At the time of the on-site visit, the Baltimore District appraiser will present the Notice to Proceed (NTP).**

**DELIVERY:**

**Time is of the essence with regard to the appraisal of the subject properties.** The contractor(s) must agree to provide the Baltimore District Appraisal Branch a draft of the appraisal report(s) for an In Progress Review (IPR) in accordance with the schedule of delivery described below. The purpose of the IPR is to verify and confirm the appraisal methodology, reporting format and compliance with the provisions contained in the Scope of Work. A draft of the first appraisal report is required to be submitted and received via electronic mail to the Corps within twenty (20) calendar days from the notice to proceed for IPR. Upon approval of the draft the final, complete, version of the first narrative appraisal report shall be received in electronically not later than fifteen (15) calendar days following the notification of approval of the draft. Complete electronic versions of the appraisal reports for all remaining tracts to be appraised under the contract shall be received not later than sixty-five (65) calendar days following the official notice to proceed.

All final hard bound reports, including the CD versions, shall be received not later than eighty-five (85) calendar days following the official notice to proceed.

**POINT OF CONTACT (POC):**

The Appraisal Branch Project Coordinator for this project is Richard McCarter, who can be reached at (410) 962-3205 (voice) and (410) 962-0866 (facsimile), e-mail: [Richard.T.McCarter@nab02.usace.army.mil](mailto:Richard.T.McCarter@nab02.usace.army.mil) and Gloria J. Frost who can be reached at 410-962-3534 (voice) and 410-962-0933 (fascimile), email: [gloria.frost@nab02.usace.army.mil](mailto:gloria.frost@nab02.usace.army.mil).

Frank N. Palmer  
Real Estate Division Appraisal Branch  
10 South Howard Street, 7<sup>th</sup> Floor  
Baltimore, MD 21201  
ATTN: Richard McCarter

Gloria J. Frost  
Contracting Division  
10 South Howard Street  
Baltimore, MD 21201

**APPRAISER LICENSING and QUALIFICATIONS:**

The *responsible appraiser* must be licensed as a New Jersey **Certified General Appraiser** and shall submit a copy of a current license with the bid proposal. For the residential form reports, where applicable, the appraiser of record must minimally be licensed as a Certified Residential Appraiser with the responsible appraiser signing as the Supervisory Appraiser. In addition, the Corps, Baltimore District, will require evidence of professional appraiser qualifications from appraisers who have not previously provided appraisal services to and with whom the Baltimore District, Appraisal Branch is unfamiliar. Professional qualifications must include two examples of completed appraisal reports involving the appraisal of real property involving wetlands and the valuation of both fee simple and permanent easement estates as well as before and after technique in cases of partial takes.

**CONFERENCES:**

Contractor shall make himself/herself available for conferences, either by phone, at the office of the contractor, at the subject sites, or the office of the US Army Corps of Engineers. Said conferences are without additional cost to the contract.

**MODIFICATIONS TO THE CONTRACT:**

Contractor shall modify or supplement any appraisal report where additional data is discovered that was known or should have been known to be in existence prior to the delivery of the report and which data would reasonably be considered to have materially affected the conclusions and opinion of values(s) contained in the report. Where application of principles of law relating to real estate appraisals require the modification or supplementing of such an appraisal report; the requirements of either Uniform Appraisal Standards for Federal Land Acquisitions or Uniform Standards of Professional Appraisal Practice have not been met. This service shall be rendered without additional cost to the contract.

**REVIEW PROCESS:**

The Baltimore District Appraisal Branch will conduct a review of all appraisal reports required and received under the contract. The primary goal of the review process is to check for compliance with all necessary regulations and each applicable item must be satisfactorily completed in order for any appraisal to be approved. It is imperative that all appraiser recognize that the reports they prepare have the potential for use in condemnation proceedings in which case it is essential to have a credible report that meets all regulations.

**PAYMENT:**

The sum set out in the contract for the appraisal report(s) shall constitute full payment to the contractor and shall include costs of all supplies, material, and equipment and transportation incidental to preparing the delivering the report(s). The contract price shall be due and payable for acceptable appraisal reports in toto upon delivery and acceptance of such reports accompanied by a properly certified invoice.

**APPRAISAL REPORTS TO BE CONFIDENTIAL:**

All information contained in the appraisal report to be made hereunder and all parts thereof are to be treated as strictly confidential. The contractor shall take all necessary steps to ensure that no member of staff or organization divulge any information concerning such appraisal reports to any person other than a duly authorized representative of the US Army Corps of Engineers.

EXHIBIT A

PNSA

**GROUP C - Privately Owned Properties**

Counties: Essex

<b>Tract Count</b>	<b>TOWNSHIP</b>	<b>APN #</b>	<b>BLOCK</b>	<b>LOT(s)</b>	<b>Lot Count</b>	<b>USACE Tract</b>	<b>Owner</b>
1	Fairfield	07-06801-0000-00001	6801	1	1	1200	Anderson, William
1	Fairfield	07-06501-0000-00004	6501	4	1	1112	Anderson, William C.
1	Fairfield	07-04401-0000-00009	4401	9	1	1144	Anthony, Richard
1	Fairfield	07-06001-0000-00006	6001	6	1	1633	C & C Builders
1	Fairfield	07-05901-0000-00002	5901	2	1	1634	C & C Builders
1	Fairfield	07-06101-0000-00001	6101	1	1	1636	C & C Builders
1	Fairfield	07-06101-0000-00002	6101	2	1	1637	C & C Builders
1	Fairfield	07-05801-0000-00004	5801	4	1	1638	C & C Builders
1	Fairfield	07-05801-0000-00003	5801	3	1	1639	C & C Builders
1	Fairfield	07-05801-0000-00002	5801	2	1	1640	C & C Builders
1	Fairfield	07-04401-0000-00010	4401	10	1	1143	Dardanello V. & Focarino F.
1	Fairfield	07-06701-0000-00019	6701	19	1	1227	Elliott's R-C World, Inc.
1	Fairfield	07-06201-0000-00005	6201	5	1	1620	Enterprise 6201-5
1	Fairfield	07-06401-0000-00011	6401	11	1	1129	Francavilla, Ralph
1	Fairfield	07-04401-0000-00006	4401	6	1	1145	Francavilla, Ralph
1	Fairfield	07-06701-0000-00027	6701	27	1	1205	Francavilla, Ralph
1	Fairfield	07-04301-0000-00006	4301	6	1	1218	Geroa, Gardens
1	Fairfield	07-06501-0000-00016	6501	16	1	1122	Khubani Enterprises, Inc.
1	Fairfield	07-06501-0000-00023	6501	23	1	1120	Hassler, Sarah, etal
1	Fairfield	07-06801-0000-00002	6801	2	1	1202	Lebeda, William & Elsie
1	Fairfield	07-06701-0000-00025	6701	25	1	1231	Lebeda, William & Elsie
1	Fairfield	07-05309-0000-00010	5309	10	1	1615	Maturri, Alexander
1	Fairfield	07-06401-0000-00003	6401	3	1	1137	Morris Land Conservancy
1	Fairfield	07-06301-0000-00013	6301	13	1	1139	Morris Land Conservancy
1	Fairfield	07-06301-0000-00012	6301	12	1	1140	Morris Land Conservancy
1	Fairfield	07-05201-0000-00007	5201	7	1	1611	Morris Land Conservancy
1	Fairfield	07-00701-0000-00021	701	21	1	1705	Mountain Ridge Country Club
1	Fairfield	07-06501-0000-00015	6501	15	1	1121	Nazor-Norton, Linda
1	Fairfield	07-05201-0000-00028	5201	28	1	1147	Olson B/Cross Rd. Crusader for Chri
1	Fairfield	07-06501-0000-00028	6501	28	1	1105	Rand, Myra F.
1	Fairfield	07-06501-0000-00003	6501	3	1	1107	Riordan, John & Kath / Jones, Marga
1	Fairfield	07-00802-0000-00003.02	802	3.02	1	1704	SAE Realty
1	Fairfield	07-06701-0000-00003.01	6701	3.01	1	1223	Scipio, Ingrid Daniel
1	Fairfield	07-06401-0000-00007	6401	7	1	1132	Walsh, Myrtise & John

**PNSA - GROUP D-**

**Privately  
Owned  
Properties**

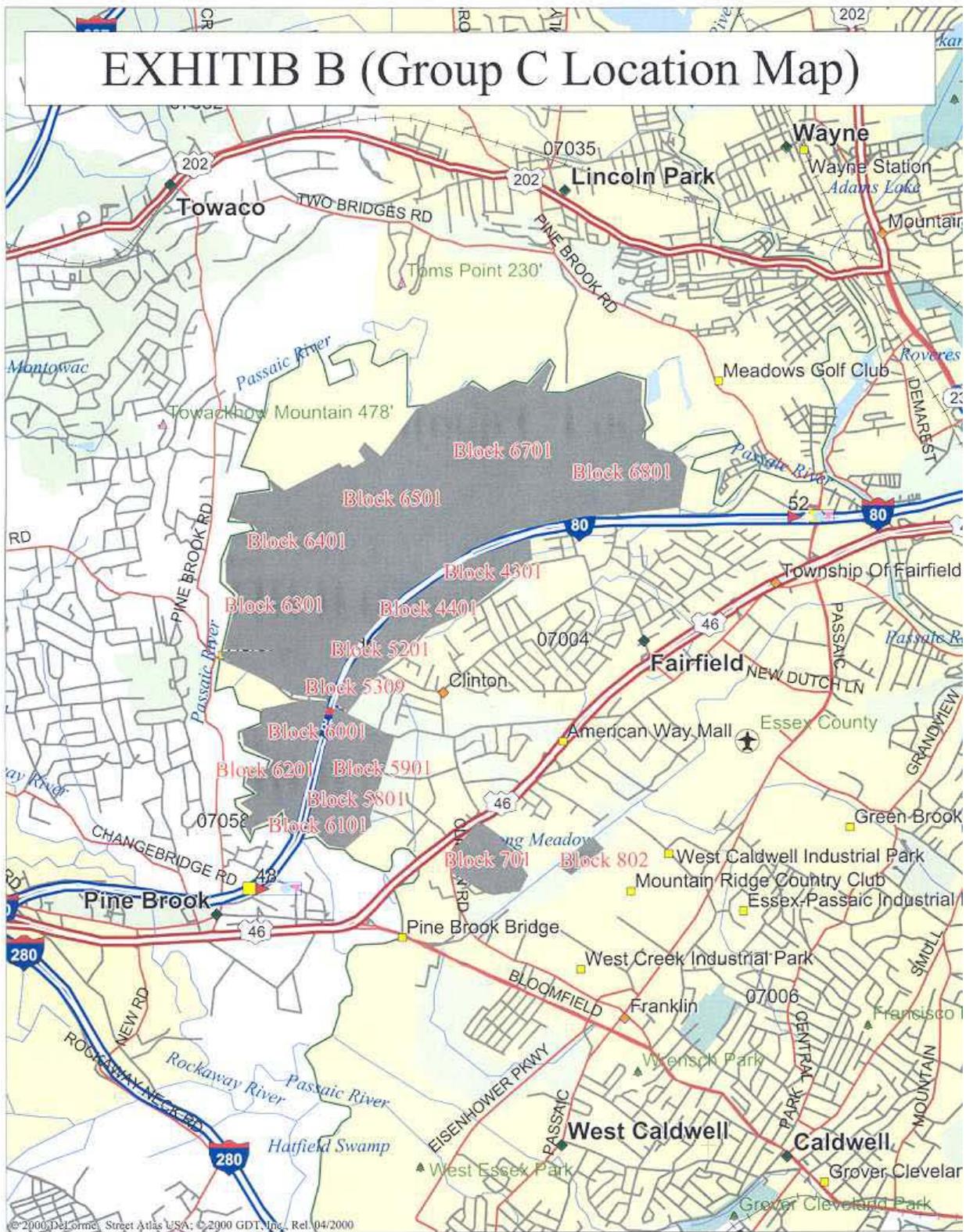
**Counties: Morris**

<b>Tract Count</b>	<b>TOWNSHIP</b>	<b>APN #</b>	<b>BLOCK</b>	<b>LOT(s)</b>	<b>Lot Count</b>	<b>USACE Tract</b>	<b>Owner</b>
1	Pequannock	31-00251-0000-00001	251	1	1	121	Bauer, Ruth
1	East Hanover	10-00017-0000-00046	17	46	1	2373	Bender, John and Steve
1	East Hanover	10-00017-0000-00021	17	21	1	2372	Bidgood, Harry Michael
1	East Hanover	10-00001-0001-00058.0	1.01	58	1	2400	CIN Eagle Rock LLC
1	East Hanover	10-00005-0000-00046	5	46	1	1911	Froysland Asso. Inc.
1	East Hanover	10-00015-0000-00015	15	15	1	2351	Froysland Asso. Inc.
1	East Hanover	10-00015-0000-00058	15	58	1	2356	Froysland Asso. Inc.
1	East Hanover	10-00015-0000-00019	15	19	1	2352	Halloran, Anna May
1	East Hanover	10-00021-0000-00008	21	8	1	2311	Helmke, Ernest
1	East Hanover	10-00012-0000-00018	12	18	1	2380E	Helmke, Ernest J.
1	East Hanover	10-00014-0000-00016	14	16	1	2341	Kay, J. Alfred
1	East Hanover	10-00012-0000-00031	12	31	1	3282	Lasso, Albert S.
1	East Hanover	10-00013-0000-00019	13	19	1	2331	Lasso, Albert S.
1	East Hanover	10-00015-0000-00026	15	26	1	2353	Lasso, Albert S.
1	East Hanover	10-00015-0000-00032	15	32	1	2354	Lasso, Albert S.
1	East Hanover	10-00007-0000-00024	7	24	1	2318E2	Lasso, Albert S.
1	East Hanover	10-00012-0000-00023	12	23	1	2381E	Lasso, Albert S.
1	East Hanover	10-00006-0000-00006	6	6	1	2317E3	Marcel, G. H.
1	Montville	21-00041-0000-00018	41	18	1	407	Metz
1	East Hanover	10-00001-0000-00023	1	23	1	1922	Peters, Louis
1	East Hanover	10-00021-0000-00020	21	20-23	4	2305-2	Prioletti
1	East Hanover	10-00021-0000-00015	21	14	1	2305E4	Prioletti
1	Pequannock	31-00305-0000-00002	305	2	1	202	RT 23 Pequannock Associates, LLC
1	Pequannock	31-00305-0000-00003	305	3	1	203	RT 23 Pequannock Associates, LLC
1	East Hanover	10-00014-0000-00029	14	29	1	2342	Sargent, Charles A. & Audrey D.
1	East Hanover	10-00020-0000-00006	20	6	1	2391	Stevens, Estate of Reibman
1	East Hanover	10-00017-0000-00001	17	1	1	2374	Toomey, Mildred
1	East Hanover	10-00001-0000-00010.02	1	10.02	1	1920	Torkos, Glenn + Lauren
1	East Hanover	10-00001-0000-00022	1	22	1	1921	Torkos, Glenn + Lauren
1	Montville	21-00041-0000-00017	41	17	1	420	Van Hartogh
1	East Hanover	10-00019-0000-00051	19	51	1	2392	Zanfrini, Martha and Allan
31					34		

**EXHIBIT B - MAPS OF GROUP D**

**SEE ENCLOSED MAPS**

# EXHIBIT B (Group C Location Map)



# EXHIBIT B - Group D Location Map (1 of 2)





49 C.F.R. 24.102 requires an agency to provide a property owner with an initial written offer of purchase together with a written statement explaining the basis of the offer. The Department of Justice strongly recommends that, during the negotiation process, agencies not disclose the contents of appraisal reports beyond what is required by 49 C.F.R. 24.102, because early disclosure of an appraisal report tends to weaken its viability and the viability of the appraiser in litigation. Agencies must recognize that early disclosure of appraisal reports may result in a Justice Department determination that it is in the best interest of the government for neither the appraisal report or the appraiser to be used for trial purposes. Such a determination will necessitate the procurement of a new appraiser and appraisal report for trial purposes.

Once a case has been referred to the Department of Justice for the filing of an action, agencies shall not divulge the contents of an appraisal report to anyone, without authorization from the Department.

Appraisers must use extreme caution in choosing what information to cite in developing their opinions of value. While it is common practice for appraisers in non-litigation appraisals to report that they have relied upon confidential information<sup>435</sup> in addition to the supporting data reported, in developing their opinion of value, such a reference in a litigation report may subject the information to discovery. Appraisers should not reference such information in litigation reports unless they are prepared to reveal the information, often by order of the court.

**D-17. Project Appraisal Reports.** Some government projects require the acquisition of a large number of parcels of real property, and individual appraisers are assigned to appraise a number of these parcels at the same time. On occasion, it is logical to include the appraisal of more than one parcel in a single report. Thus, under certain circumstances, such *project* or *multiple parcel* appraisal reports may be appropriate. Project appraisal reports are not appraisal shortcuts; they are clerical shortcuts. Assuming that the criteria set forth herein is met, project appraisal reports may be acceptable for the purposes of negotiated purchase, and for initial review purposes by the Department of Justice, and even for trial purposes.

In preparation for trial, appraisal reports are generally exchanged between the parties or become subject to discovery. They are sometimes also used as exhibits during trial. Project appraisal reports may not be conducive to these purposes, and their use by trial attorneys is cumbersome. To introduce a project report as a court exhibit is to introduce a myriad of collateral issues. Also, the disclosure of an entire project report often discloses the estimated values of properties owned by persons not parties to the lawsuit, a disclosure which the government may not be prepared to make. For these reasons, agencies and appraisers should recognize that project appraisal reports for trial purposes may be unacceptable to the Department of Justice. However, given the high percentage of parcels within a project which are acquired short of trial, they can save valuable time and money for agencies engaged in larger projects.

When appraisal reports are updated for trial purposes, appraisers should be prepared to develop a totally self-contained narrative appraisal report for the individual parcel being updated, in accordance with Section A of these Standards.

Project appraisal reports are appropriate when 1) all of the parcels appraised are total acquisitions, or partial acquisitions of a nominal and/or consistent nature; 2) all parcels are vacant or have similar improvements; 3) all parcels are located within a relatively homoge-

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435. E.g., information learned in the conduct of other appraisals, or information provided to the appraiser by market participants on the condition that it not be disclosed.

neous geographical area; 4) all parcels have the same, or a similar, highest and best use; 5) the most relevant method of valuation is the same for all parcels, and; 6) the same array of market data will be relied on in the valuation of each parcel.

The project appraisal report should consist of three major parts: 1) introduction, factual data, and analysis relating to all properties included in the report; 2) individual parcel reports; and 3) addenda and exhibits relating to all properties included in the report.

## Part I—Introduction, General Factual Data and Analysis

**1. Title Page.** This should include the government project title, the number of individual parcels included in the report, the name and address of the individual(s) making the report, and the date on which the appraisals were prepared.

**2. Letter of Transmittal.** This should include the date of the letter, identification of the government project, the number of parcels included in the appraisal report, statement of the range of effective dates of the appraisals, identification of any hypothetical conditions, extraordinary assumptions, limiting conditions or legal instructions relating to all parcels included in the report, and the appraiser's signature.

**3. Table of Contents.** The major parts of the appraisal report and their subheadings shall be listed. The location of each individual parcel report shall be specifically identified and items in the addenda of the report shall be individually listed in the table of contents.

**4. Summary of Findings.** The appraiser should report the value findings for each parcel appraised. These findings should include the agency-assigned parcel number, the owner of the property, the effective date of the value estimate(s) and the value conclusion(s). In the case of partial acquisitions, the before value, after value, and difference should be shown.

If the project appraisal encompasses a larger number of parcels, it is desirable to include a second summary listed alphabetically, by owners' names.

**5. Statement of Assumptions and Limiting Conditions.**<sup>436</sup> All assumptions and limiting conditions that universally apply to the appraisal of all parcels in the project appraisal report shall be listed. Assumptions and limiting conditions that are not applicable to all parcels included in the project appraisal report should not be included in this section, but rather should be noted in the individual parcel reports.

**6. Scope of the Appraisal.**<sup>437</sup>

**7. Purpose of the Appraisal.**<sup>438</sup>

**8. Summary of Appraisal Problems.**<sup>439</sup> The appraiser should describe the principal appraisal problems encountered in estimating the market value of all parcels included in the report. Emphasis should be placed on general appraisal problems common to all parcels, leaving the appraisal problems specific to individual parcels for discussion in the individual parcel reports.

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436. For content requirements, see Section A-7 of these Standards.

437. For content requirements, see Section A-8 of these Standards.

438. For content requirements, see Section A-9 of these Standards.

439. For general content requirements, see Section A-10 of these Standards.

If mineral and/or timber values are involved in a number of the parcels included in the project report, the treatment of those values is to be discussed. If the appraiser has relied on a project or multiple parcel mineral and/or timber appraisal, this appraisal shall be included in the addenda of the project report. If individual parcel mineral/timber appraisals were prepared, they shall be included in the addenda of the individual parcel reports.

**9. Area, City and Neighborhood Data.**<sup>440</sup> In the case of partial acquisitions, this discussion should be clearly broken down into two subsections: before the acquisitions and after the acquisitions.

**10. Zoning and Other Land Use Regulations.** Include a general discussion of the zoning and other land use regulations that affect all parcels in the report. General trends in land use regulations in the area and recent zoning activity should be discussed.

In the case of partial acquisitions, this discussion should be clearly broken down into two subsections: before the acquisitions and after the acquisitions.

**11. Analysis of Highest and Best Use.**<sup>441</sup> Inasmuch as all parcels in the report will have the same or similar highest and best use, the appraiser should discuss and develop the highest and best use of the parcels in this section. If, after in-depth analysis, an appraiser determines that the highest and best use of a parcel is not the same as or similar to that of the other parcels to be included in the report, the unique parcel should be excluded from the project report and a separate narrative appraisal report should be prepared for this unique parcel in accordance with Section A of these Standards.

In the case of partial acquisitions, this discussion should be clearly divided into two subsections: before the acquisitions and after the acquisitions.

**12. Discussion of Approaches to Value.** The appraiser should discuss the standard approaches to value and their applicability or non-applicability to the parcels under appraisal in the project report. If any modification to the typical application of the approaches to value is required, such modification should be discussed.

In the case of partial acquisitions, this discussion should be clearly broken down into two subsections: before the acquisitions and after the acquisitions.

**13. Land Valuation.** The appraiser should identify, describe, and discuss all comparable land sales that will be used in the individual parcel reports. A discussion of how the comparable sales will be used in the individual reports can be included in this section of the report. Reference should be made to comparable sales data sheets, photos and a comparable sales map, which shall be included in the addenda of the report.

Universal adjustments to the comparables should be discussed and developed in this section of the report. Adjustments classified as universal would include such adjustments as time, or market condition, adjustments and cash equivalency adjustments; those adjustments that are not subject property dependent. Also, the general results of any study relating to land value (e.g., a size adjustment study) developed under item 17 (special studies) should be discussed.

If a parcel requires land valuation by means other than comparable sales, as a general rule, that parcel is not appropriate for inclusion in a project report. In the case of partial

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440. For content requirements, see Section A-12 of these Standards.

441. For general content requirements, see Sections A-14 and A-23 of these Standards.

acquisitions, this discussion should clearly be divided into two subsections: before the acquisitions and after the acquisitions.

**14. Cost Approach.** The appraiser should describe the methodology used to develop reproduction or replacement cost and depreciation estimates. If a national cost service has been used in estimating reproduction or replacement costs, that publication should be specifically identified. If entrepreneur's profit has been included in reproduction or replacement cost, its derivation should be explained.

If depreciation studies using the market extraction or sales comparison method<sup>442</sup> have been developed, their content and development should be discussed and the general conclusions reached should be reported. Discussion of partial acquisitions should clearly be divided into two subsections: before the acquisitions and after the acquisitions.

**15. Sales Comparison Approach.** The appraiser should identify, describe and discuss all comparable improved property sales that will be used in the individual parcel reports. A discussion of how the comparable sales will be used in the individual reports can be included in this section of the report. Reference should be made to comparable sales data sheets, photos, and a comparable sales map, which shall be included in the addenda of the report. Universal adjustments to the comparables should be discussed and developed in this section of the report. Adjustments classified as universal would include such adjustments as time, or market conditions, adjustments and cash equivalency adjustments; i.e., those adjustments that are not subject property dependent. The discussion of partial acquisitions should clearly be divided into two subsections: before the acquisitions and after the acquisitions.

**16. Income Capitalization Approach.** The appraiser should identify, describe, and discuss all comparable rental properties to be used in the individual parcel reports. A discussion of how the comparable rentals will be used in the individual reports can be included in this section of the report. Reference should be made to comparable rental data sheets, photos, and a comparable rentals map, which shall be included in the addenda of the report.

Because a high degree of similarity exists between all individual parcels included in the project report, capitalization rates applicable to each should be the same, or fit into a relatively narrow bracket. Therefore, the development of applicable capitalization rates should be presented in this section of the report. Discussion of partial acquisitions should clearly be broken down into two subsections: before the acquisitions and after the acquisitions.

**17. Special Studies.** This section of the report should be used to present any special studies that are appropriate and apply to all, or most, of the individual parcels included in the project appraisal report. Such studies might include (in addition to the capitalization rate, time, or market conditions, entrepreneurial profit, depreciation, and cash equivalency studies previously mentioned) easement studies,<sup>443</sup> size adjustment studies, proximity studies,<sup>444</sup> landlock studies, special benefit studies, and project influence studies. These studies may relate to the before situation, the after situation, or both.

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442. For discussion of this method of estimating depreciation, see *The Appraisal of Real Estate*, 11th ed. (Chicago: Appraisal Institute, 1996), 371–374.

443. The impact of easements on encumbered areas and abutting unencumbered areas.

444. The impact on remainder property values by reason of their proximity to various public improvements.

## Part II—Individual Parcel Report

Each individual parcel report should contain the following information. In the case of partial acquisitions, item 26 through 34 should be repeated in the after situation.<sup>445</sup>

**18. Title Page.**<sup>446</sup>

**19. Table of Contents.**<sup>447</sup>

**20. Appraiser's Certification.**<sup>448</sup>

**21. Summary of Salient Facts and Conclusions.**<sup>449</sup>

**22. Photographs of Subject Property.**<sup>450</sup>

**23. Statement of Assumptions and Limiting Conditions.** The appraiser should state that the assumptions and limiting conditions stated in item 5 of Part I of the project report are applicable to this parcel. If any additions, modifications or deletions to the general assumptions and limiting conditions are necessary, they shall be noted.

**24. Scope of the Appraisal.** The appraiser should state that the scope of the appraisal stated in item 6 of Part I of the project report is applicable to this parcel. If any additions, modifications or deletions to the general discussion are necessary, that shall be noted.

**25. Summary of Appraisal Problem.** The appraiser should discuss any specific appraisal problem unique to the individual parcel under appraisal and briefly describe its treatment.

**26. Legal Description.**<sup>451</sup>

**27. Area, City and Neighborhood Data.** The appraiser should reference the area, city and neighborhood data in item 9 of Part I of the project report, discuss the parcel's location within the neighborhood and note any specific neighborhood factors uniquely affecting the subject parcel.

**28. Property Data:**

- a. Site.<sup>452</sup>
- b. Improvements.<sup>453</sup>
- c. Fixtures.<sup>454</sup>

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445. For a general discussion of after situation item content requirements, see Section A, Parts IV, V, and VI of these Standards.

446. For content requirements, see Section A-1 of these Standards.

447. For content requirements, see Section A-3 of these Standards.

448. For content requirements, see Section A-4 of these Standards.

449. For content requirements, see Section A-5 of these Standards.

450. For content requirements, see Section A-6 of these Standards.

451. For content requirements, see Sections A-11, A-20, and D-5 of these Standards.

452. For content requirements, see Sections A-13a and A-22a of these Standards.

453. For content requirements, see Sections A-13b and A-22b of these Standards.

454. For content requirements, see Sections A-13c and A-22c of these Standards.

- d. Use History.<sup>455</sup>
- e. Sales History.<sup>456</sup>
- f. Rental History.<sup>457</sup>
- g. Assessed Value and Annual Tax Load.<sup>458</sup>
- h. Zoning and Other Land Use Regulations. The appraiser should reference the discussion of zoning and other land use regulations in Part I, item 10 of the project report. If additions, modifications, or deletions from that general discussion are required as they relate to the specific parcel, that should be noted.

**29. Analysis of Highest and Best Use.** The appraiser should reference the discussion of highest and best use in Part I, item 11 of the project report and relate that discussion specifically to the parcel under appraisal. The appraiser shall specifically state the highest and best use of the property, both in the before and after situations if a partial acquisition, and thoroughly explain the reasoning that led to the conclusion.

**30. Land Valuation.**<sup>459</sup> The appraiser should reference the data and discussion of land sales in Part I, item 13 of the project report and shall specifically identify which of those sales are most comparable to the parcel under appraisal and have been relied upon in estimating the parcel's value. A comparative analysis between each of the selected comparable sales and the subject property shall be included.

If adjustments are based on universal adjustments and/or studies discussed and developed in Part I of the appraisal, the discussion or study should be specifically referenced and related to the subject property.

**31. Value Estimate by Cost Approach.**<sup>460</sup> The appraiser should reference the general discussion of the cost approach in Part I, item 14 of the project report. If computations or estimates are based on studies discussed and developed in Part I of the appraisal, the studies should be specifically referenced and related to the subject parcel.

**32. Value Estimate by the Sales Comparison Approach.**<sup>461</sup> The appraiser should reference the data and discussion of the whole property sales in Part I, item 15 of the project report and shall specifically identify which of these sales are most comparable to the parcel under appraisal and have been relied upon in estimating the parcel's value. A comparative analysis between each of the selected comparable sales and the subject property shall be included.

If adjustments are based on universal adjustments and/or studies discussed and developed in Part I of the appraisal, the discussion or study should be specifically referenced and related to the subject property.

**33. Value Estimate by the Income Capitalization Approach.**<sup>462</sup> The appraiser should reference the data and discussion of whole property rentals in Part I, item 16

455. For content requirements, see Sections A-13d and A-22d of these Standards.

456. For content requirements, see Sections A-13e and A-22d of these Standards.

457. For content requirements, see Sections A-13f and A-22d of these Standards.

458. For content requirements, see Sections A-13g and A-22e of these Standards.

459. For content requirements, see Sections A-15 and A-24 of these Standards.

460. For content requirements, see Section A-16 of these Standards.

461. For content requirements, see Section A-17 of these Standards.

462. For content requirements, see Section A-18 of these Standards.

of the project report and shall specifically identify which of those rentals are most comparable to the parcel under appraisal and have been relied upon in estimating the parcel's economic, or market, rent. A comparative analysis between each of the selected comparable rentals and the subject property shall be included.

If the capitalization rate selected for the subject property is based on studies discussed and developed in Part I of the appraisal, the study should be specially referenced and related to the subject property.

#### **34. Correlation and Final Value Estimate.**<sup>463</sup>

**35. Acquisition Analysis.** In the case of a partial acquisition, the appraisal report shall include an analysis of the government's acquisition in accordance with the requirements of Part VI (Sections A-29, A-30 and A-31) of these Standards.

#### **36. Exhibits and Addenda:**

- a. Neighborhood Map.<sup>464</sup>
- b. Comparable Data Maps. If the comparable data maps included in Part III of the project report are not clear enough to insure complete understanding of the relationship between the subject property and the comparable data relied on in the individual parcel report, comparable data maps should be included in the addenda of the individual parcel reports.<sup>465</sup>
- c. Detail of Comparative Data. Detailed comparable data sheets must be included in Part III of the project report. Those comparable data sheets relating to the specific comparables relied on in estimating the value of the individual parcel may also be included here for ease of reference.
- d. Plot Plan.<sup>466</sup>
- e. Floor Plan.<sup>467</sup>
- f. Title Evidence Report.<sup>468</sup>
- g. Other Pertinent Exhibits.<sup>469</sup>

### **Part III—General Exhibits and Addenda**

Exhibits and addenda items should relate to all, or most of the parcels included in the project appraisal report. Exhibits and addenda items relating only to one, or a small portion of the parcels appraised, should be included in the addenda of the individual parcel reports.

**37. Location Map.** (Within the City or area). All maps should include a north arrow and the identification of the subject parcels.

**38. Comparable Data Maps.** These maps might include, among others things a comparable land sales map, a comparable improved sales map, and a rental comparables map. The maps should include a north arrow, and show the locations of the comparables and of the

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463. For content requirements, see Sections A-19 and A-28 of these Standards.

464. For content requirements, see Section A-32 of these Standards.

465. For content requirements, see Section A-33 of these Standards.

466. For content requirements, see Section A-35 of these Standards.

467. For content requirements, see Section A-36 of these Standards.

468. For content requirements, see Section A-37 of these Standards.

469. For content requirements, see Section A-38 of these Standards.

parcels appraised. If this requires use of a map that is not of a readable scale, secondary maps, showing the specific location of each comparable relied on in making the individual parcel appraisals should be included in the addenda of the individual parcel reports.

### 39. Detail of Comparative Data.<sup>470</sup>

**40. Other Pertinent Exhibits.** These would include, for example, any written instructions given the appraiser by the agency or its legal counsel relating to all parcels in the project report, environmental studies relating to all parcels, fixture, timber and/or mineral appraisals relating to multiple parcels, and any charts or illustrations that may have been referenced in the body of the report and relate to all, or most, of the parcels in the project report.

### 41. Qualifications of Appraiser.<sup>471</sup>

**D-18. Responsibility of the Appraiser in Litigation.** All appraisals should be made with recognition of the possibility that the question of value may be litigated, since it is not possible to predetermine how many tracts within an area will be acquired by voluntary conveyance.<sup>472</sup> The fact that an appraisal may require revision prior to trial to bring the effective date of valuation into conformance with the legally required date of value does not excuse an ill-prepared initial appraisal. *All* appraisal reports are often subject to discovery, and thus the appraiser may be embarrassed and the government's case weakened, by poorly prepared initial appraisals.

It is the responsibility of the appraiser to expend an adequate amount of time and effort to be thoroughly prepared for trial. Prior to undertaking this preparation and any necessary updating of the appraisal report, the appraiser should participate in a conference with the trial attorney. The attorney will often provide the appraiser with observations made by the Department of Justice Appraisal Unit and recommendations regarding the strengthening of the appraisal report. While appraisers should give serious consideration to the recommendations made by the attorney, they must also recognize that the recommendations are just that: recommendations. They are not *instructions*, and if the appraiser concludes that the adoption of the recommendations would jeopardize the objectivity, or the appearance of objectivity, of the appraisal report, they should be disregarded. The appraiser/attorney conference is also an opportunity for the appraiser to advise the attorney of any information that would be helpful in updating the report, or that would strengthen it, that was not previously available to the appraiser.<sup>473</sup> The attorney may be able to procure this information from the property owner's legal counsel or, if necessary, obtain the information during the discovery process.

Appraisers have the responsibility to see that their appraisal reports conform to Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure.<sup>474</sup> In addition, it is possible that the particular court in which the condemnation case will be held has adopted *local rules* in regard to the content of expert reports. During the above noted appraiser/attorney conference, government's legal counsel should advise the appraiser of any such local rules.<sup>475</sup>

470. For content requirements of comparable data sheets, see Section A-17 of these Standards.

471. For content requirements, see Section A-39. See also Section D-2.

472. Appraisers should recognize that even strictly voluntary acquisitions may lead to litigation by third parties over matters of valuation and/or sufficiency of appraisals. E.g., see *Desert Citizens Against Pollution v. Bisson*, 231 F.3d 1172 (9th Cir. 2000).

473. E.g., historical income and expense information for the property which the property owner has refused to furnish to the appraiser, or verification of the price, terms, and conditions of an historical sale of the property under appraisal.

474. See Section D-2 of these Standards.

475. Appraisers would be well advised to ask government counsel to check these local rules if he or she has not done so.

During the preparation of the initial appraisal report, the appraiser may have had comparable sales verified by personnel from his or her office. Although this procedure is permissible under these Standards, appraisers *must personally verify* all comparable sales prior to testifying in deposition or at trial.

The importance of sound appraisals for litigation purposes cannot be overemphasized. Federal court is not the place for appraisers to attempt to try out new, untested, methods of valuation. The Federal Rules of Evidence “assign to the trial judge the task of ensuring that an expert’s testimony both rests on a reliable foundation and is relevant to the task at hand.”<sup>476</sup> This task has been referred to as the court’s “gate-keeping obligation” in regard to the admissibility of expert testimony, and the following factors have been identified as bearing on the judge’s gate-keeping determination:

Whether a “theory or technique . . . can be (and has been) tested”; whether it “has been subjected to peer review and publications”; whether, in respect to a particular technique, there is a high “known or potential rate of error” and whether there are “standards controlling the technique’s operation”; and whether the theory or technique enjoys “general acceptance” within a “relevant scientific [appraisal] community.”<sup>477</sup>

It is incumbent upon appraisers to insure the techniques and methodologies they have employed in their valuations meet the above four tests applied by the federal courts in determining the admissibility of expert testimony. In order to be properly prepared to testify as to value in court, and to render the utmost assistance to counsel in preparation for trial, the appraiser needs to consider all *relevant* methods of valuation when making an appraisal for purposes of eminent domain. However, that does not give the appraiser license to experiment in federal court with valuation theories and techniques that have not received general acceptance in the appraisal profession.

Appraisers must recognize that condemnation cases are adversarial proceedings and attorneys are advocates for their clients’ interests. That truism applies both to government attorneys and property owners’ attorneys. That role of client advocate is exclusively reserved to the attorney. Appraisers must avoid being influenced by the attorney’s enthusiasm for the client’s interest. The appraiser is employed to express an opinion of value, which must be supported by factual data to warrant being accorded weight.<sup>478</sup> While it is important that appraisers testify with the conviction that their valuations are correct, they also must bear in mind that it is neither their property nor their money and their only function is to testify to their impartial opinion of market value.

Appraisers must exercise sound judgment based on known pertinent facts and circumstances, and it is their responsibility to obtain knowledge of all pertinent facts and circumstances that can be acquired with diligent inquiry and search. They must then weigh and consider the relevant facts with good judgment and make their decision, entirely on their own, in a sound professional manner, completely unbiased by any consideration favoring either the owner or the government.<sup>479</sup> In the determination of what facts and circumstances may be relevant, an attorney may request that an appraiser gather and become knowledgeable about facts and circumstances which, in the appraiser’s opinion, are not pertinent or relevant to the appraiser’s estimate of market value. Appraisers must bear in mind that government attorneys essentially have two cases for which to prepare: their direct case in support of the government’s value estimate, and their rebuttal case in opposi-

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476. *Daubert v. Merrill Dow Pharmaceuticals, Inc.*, 509 U.S. 579, 597 (1993).

477. *Kumho Tire Company, Ltd. v. Carmichael*, 526 U.S. 137, 149-150 (1999) (quoting from *Daubert v. Merrill Dow Pharmaceuticals, Inc.*, 509 U.S. 579, 592-594 (1993)).

478. *Washington v. United States*, 214 F.2d 33, 43 (9th Cir. 1954) cert. denied, 348 U.S. 862.

479. It is for this reason that it is inappropriate for an appraiser to state in an appraisal report or in testimony that he or she gave the *benefit of the doubt* to either the government or the property owner.

tion to the property owner's claim of value.<sup>480</sup> Under such circumstances, appraisers must recognize that the request from the attorney may not be directly relevant to the appraiser's estimate of value, but nonetheless is a legitimate request from the attorney for additional pretrial and trial support. It is the appraiser's responsibility to provide that additional support if the request is made in a timely manner.

Appraisers should also recognize that, though not directly relevant to the estimate of market value, the additional facts gathered and knowledge gained by the appraisers may better prepare the appraiser to withstand the rigors of cross-examination, which will form an important part of the appraiser's testimony. "It has been said that 'cross-examination takes the place in our legal system that torture occupied in the medieval systems of civilization.' From the attorney's point of view, the ultimate goal of cross-examination is to destroy the effect of the witness's direct testimony completely. If as a by-product the witness's professional reputation is tarnished or destroyed, so be it. This is, after all, an adversarial proceeding. Appraisers have sagely been advised that '[c]ross examination is the anvil of truth and you must be prepared for a thorough hammering.'"<sup>481</sup>

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480. E.g., An attorney may ask an appraiser to investigate the typical value and market demand for one-acre lots in the area after the appraiser has concluded that the existing zoning for the property under appraisal, which requires a five-acre minimum lot size, cannot be changed. The purpose of the request, of course, may well be because the owner's appraiser has applied a development approach to value, after concluding that there was an existing probability for a rezoning to one-acre lots and that the highest and best use of the property was for development into one acre-lots.

481. J. D. Eaton, *Real Estate Valuation in Litigation*, 2nd ed. (Chicago: Appraisal Institute, 1995), 494, (citations omitted).

WAGE DETERMINATION DECISION

WAGE DETERMINATION DECISION

**OF THE SECRETARY OF LABOR**

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2353 (Rev. 18) dated 5 June 2002

State(s): New Jersey

Areas: New Jersey COUNTIES OF Essex, Hudson, Morris,  
Sussex, Union

WAGE DETERMINATION NO: 94-2353 REV (18) AREA: NJ,NEWARK

WAGE DETERMINATION NO: 94-2353 REV (18) AREA: NJ,NEWARK  
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 | WASHINGTON D.C. 20210  
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 |  
 | Wage Determination No.: 1994-2353  
 William W.Gross | Division of | Revision No.: 18  
 Director | Wage Determinations | Date Of Last Revision: 06/05/2002

State: New Jersey  
 Area: New Jersey Counties of Essex, Hudson, Morris, Sussex, Union

— \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	11.87
Accounting Clerk II	13.99
Accounting Clerk III	14.18
Accounting Clerk IV	17.35
Court Reporter	17.00
Dispatcher, Motor Vehicle	16.86
Document Preparation Clerk	14.45
Duplicating Machine Operator	13.14
Film/Tape Librarian	15.22
General Clerk I	11.70
General Clerk II	13.09
General Clerk III	14.45
General Clerk IV	18.34
Housing Referral Assistant	19.03
Key Entry Operator I	12.11
Key Entry Operator II	13.03
Messenger (Courier)	11.70
Order Clerk I	12.39
Order Clerk II	16.01
Personnel Assistant (Employment) I	12.97
Personnel Assistant (Employment) II	15.05
Personnel Assistant (Employment) III	17.00
Personnel Assistant (Employment) IV	18.38
Production Control Clerk	18.38
Rental Clerk	15.92
Scheduler, Maintenance	15.54
Secretary I	16.14
Secretary II	19.18
Secretary III	19.92
Secretary IV	22.47
Secretary V	22.76
Service Order Dispatcher	16.82
Stenographer I	17.19
Stenographer II	18.50
Supply Technician	21.39
Survey Worker (Interviewer)	15.85

Switchboard Operator-Receptionist	13.40
Test Examiner	17.53
Test Proctor	17.53
Travel Clerk I	12.64
Travel Clerk II	13.72
Travel Clerk III	14.84
Word Processor I	12.92
Word Processor II	14.50
Word Processor III	16.18
Automatic Data Processing Occupations	
Computer Data Librarian	13.66
Computer Operator I	15.71
Computer Operator II	16.38
Computer Operator III	20.06
Computer Operator IV	22.37
Computer Operator V	24.78
Computer Programmer I (1)	17.88
Computer Programmer II (1)	21.26
Computer Programmer III (1)	26.69
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.88
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	15.05
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	22.38
Automotive Glass Installer	22.49
Automotive Worker	22.49
Electrician, Automotive	22.47
Mobile Equipment Servicer	20.54
Motor Equipment Metal Mechanic	24.46
Motor Equipment Metal Worker	22.49
Motor Vehicle Mechanic	24.48
Motor Vehicle Mechanic Helper	19.81
Motor Vehicle Upholstery Worker	21.52
Motor Vehicle Wrecker	22.49
Painter, Automotive	23.62
Radiator Repair Specialist	22.49
Tire Repairer	17.92
Transmission Repair Specialist	24.63
Food Preparation and Service Occupations	
Baker	12.59
Cook I	11.57
Cook II	12.59
Dishwasher	9.45
Food Service Worker	10.40
Meat Cutter	15.93
Waiter/Waitress	9.98
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	20.95
Furniture Handler	15.93
Furniture Refinisher	20.95
Furniture Refinisher Helper	17.68
Furniture Repairer, Minor	19.20
Upholsterer	20.95
General Services and Support Occupations	
Cleaner, Vehicles	9.45
Elevator Operator	11.57
Gardener	13.95
House Keeping Aid I	11.21
House Keeping Aid II	11.96
Janitor	12.41
Laborer, Grounds Maintenance	12.59
Maid or Houseman	11.21
Pest Controller	14.02
Refuse Collector	11.96

Tractor Operator	14.95
Window Cleaner	12.22
Health Occupations	
Dental Assistant	14.52
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.72
Licensed Practical Nurse I	10.12
Licensed Practical Nurse II	16.18
Licensed Practical Nurse III	18.12
Medical Assistant	12.98
Medical Laboratory Technician	12.98
Medical Record Clerk	12.98
Medical Record Technician	14.85
Nursing Assistant I	7.68
Nursing Assistant II	8.95
Nursing Assistant III	9.92
Nursing Assistant IV	11.11
Pharmacy Technician	12.79
Phlebotomist	11.09
Registered Nurse I	17.99
Registered Nurse II	26.88
Registered Nurse II, Specialist	26.88
Registered Nurse III	32.53
Registered Nurse III, Anesthetist	32.53
Registered Nurse IV	38.87
Information and Arts Occupations	
Audiovisual Librarian	23.59
Exhibits Specialist I	19.56
Exhibits Specialist II	24.16
Exhibits Specialist III	26.28
Illustrator I	16.83
Illustrator II	20.78
Illustrator III	22.61
Librarian	26.65
Library Technician	15.85
Photographer I	19.12
Photographer II	19.35
Photographer III	23.90
Photographer IV	26.00
Photographer V	31.05
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.42
Counter Attendant	8.42
Dry Cleaner	10.68
Finisher, Flatwork, Machine	8.42
Presser, Hand	8.42
Presser, Machine, Drycleaning	8.42
Presser, Machine, Shirts	8.42
Presser, Machine, Wearing Apparel, Laundry	8.42
Sewing Machine Operator	11.40
Tailor	12.08
Washer, Machine	9.48
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.22
Tool and Die Maker	27.34
Material Handling and Packing Occupations	
Forklift Operator	15.63
Fuel Distribution System Operator	16.97
Material Coordinator	17.74
Material Expediter	17.74
Material Handling Laborer	11.22
Order Filler	12.45
Production Line Worker (Food Processing)	16.77
Shipping Packer	13.34
Shipping/Receiving Clerk	12.89
Stock Clerk (Shelf Stocker; Store Worker II)	14.24
Store Worker I	11.47

Tools and Parts Attendant	18.10
Warehouse Specialist	18.10
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	21.74
Aircraft Mechanic Helper	18.78
Aircraft Quality Control Inspector	26.11
Aircraft Servicer	20.39
Aircraft Worker	21.32
Appliance Mechanic	20.95
Bicycle Repairer	17.92
Cable Splicer	27.96
Carpenter, Maintenance	26.29
Carpet Layer	20.07
Electrician, Maintenance	25.75
Electronics Technician, Maintenance I	15.18
Electronics Technician, Maintenance II	23.05
Electronics Technician, Maintenance III	24.00
Fabric Worker	19.20
Fire Alarm System Mechanic	23.66
Fire Extinguisher Repairer	18.55
Fuel Distribution System Mechanic	23.66
General Maintenance Worker	16.60
Heating, Refrigeration and Air Conditioning Mechanic	23.66
Heavy Equipment Mechanic	23.66
Heavy Equipment Operator	24.62
Instrument Mechanic	23.66
Laborer	12.49
Locksmith	20.95
Machinery Maintenance Mechanic	18.97
Machinist, Maintenance	19.79
Maintenance Trades Helper	14.62
Millwright	23.66
Office Appliance Repairer	20.95
Painter, Aircraft	20.95
Painter, Maintenance	24.09
Pipefitter, Maintenance	23.83
Plumber, Maintenance	20.95
Pneudraulic Systems Mechanic	23.66
Rigger	23.66
Scale Mechanic	20.07
Sheet-Metal Worker, Maintenance	20.87
Small Engine Mechanic	20.07
Telecommunication Mechanic I	23.66
Telecommunication Mechanic II	24.58
Telephone Lineman	23.66
Welder, Combination, Maintenance	18.97
Well Driller	23.66
Woodcraft Worker	23.66
Woodworker	18.55
Miscellaneous Occupations	
Animal Caretaker	10.51
Carnival Equipment Operator	11.85
Carnival Equipment Repairer	12.37
Carnival Worker	10.14
Cashier	9.74
Desk Clerk	11.86
Embalmer	20.00
Lifeguard	10.59
Mortician	22.00
Park Attendant (Aide)	13.34
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.86
Recreation Specialist	16.52
Recycling Worker	13.94
Sales Clerk	10.59
School Crossing Guard (Crosswalk Attendant)	10.27
Sport Official	10.59

Survey Party Chief (Chief of Party)	18.93
Surveying Aide	12.55
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.21
Swimming Pool Operator	13.85
Vending Machine Attendant	12.12
Vending Machine Repairer	13.85
Vending Machine Repairer Helper	12.12
Personal Needs Occupations	
Child Care Attendant	11.78
Child Care Center Clerk	14.82
Chore Aid	9.69
Homemaker	18.18
Plant and System Operation Occupations	
Boiler Tender	23.66
Sewage Plant Operator	20.95
Stationary Engineer	23.66
Ventilation Equipment Tender	17.68
Water Treatment Plant Operator	20.95
Protective Service Occupations	
Alarm Monitor	14.87
Corrections Officer	22.50
Court Security Officer	23.99
Detention Officer	23.64
Firefighter	24.77
Guard I	10.89
Guard II	14.31
Police Officer	28.67
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	19.16
Hatch Tender	19.16
Line Handler	19.16
Stevedore I	17.74
Stevedore II	19.30
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.93
Air Traffic Control Specialist, Station (2)	20.64
Air Traffic Control Specialist, Terminal (2)	22.73
Archeological Technician I	17.63
Archeological Technician II	19.81
Archeological Technician III	24.47
Cartographic Technician	22.37
Civil Engineering Technician	23.06
Computer Based Training (CBT) Specialist/ Instructor	27.80
Drafter I	10.77
Drafter II	19.56
Drafter III	19.81
Drafter IV	24.47
Engineering Technician I	15.65
Engineering Technician II	17.60
Engineering Technician III	21.45
Engineering Technician IV	23.37
Engineering Technician V	25.55
Engineering Technician VI	30.52
Environmental Technician	21.65
Flight Simulator/Instructor (Pilot)	27.62
Graphic Artist	21.02
Instructor	23.12
Laboratory Technician	19.85
Mathematical Technician	24.47
Paralegal/Legal Assistant I	17.45
Paralegal/Legal Assistant II	21.79
Paralegal/Legal Assistant III	23.79
Paralegal/Legal Assistant IV	27.36
Photooptics Technician	23.37
Technical Writer	26.25
Unexploded (UXO) Safety Escort	19.02

Unexploded (UXO) Sweep Personnel	19.02
Unexploded Ordnance (UXO) Technician I	19.02
Unexploded Ordnance (UXO) Technician II	23.01
Unexploded Ordnance (UXO) Technician III	27.58
Weather Observer, Combined Upper Air and Surface Programs (3)	18.66
Weather Observer, Senior (3)	20.72
Weather Observer, Upper Air (3)	18.66
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.07
Parking and Lot Attendant	8.91
Shuttle Bus Driver	13.32
Taxi Driver	11.02
Truckdriver, Heavy Truck	19.60
Truckdriver, Light Truck	13.32
Truckdriver, Medium Truck	15.19
Truckdriver, Tractor-Trailer	19.60

## **ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$2.15 an hour or \$86.00 a week or \$372.67 a month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees

possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

{ SF 1444 } }

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 ©(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.  
Information required by the Regulations must be submitted on SF 1444 or bond paper.  
When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.