**OVS Statement of Work Instructions**

(***Delete this page from your final SOW***)

1. The document generated from IVIS provides a starting point for the review appraiser to develop the SOW. You may not delete items from the template, but you are encouraged to add necessary information, embellish potential problem areas, and fully present the appraisal problem. A complete and thorough SOW is essential for successful and efficient completion of appraisal assignments.
2. The attached SOW template highlights in yellow the fields automatically populated from the IVIS database, but it cannot populate from the IVIS Request Worksheet. The review appraiser must include relevant information in the SOW from that source and others provided by the Client Agency or the review appraiser’s own due diligence.

1. **You must delete the** **blue text instructions from the final SOW document.** A SOW Completion Guide is forthcoming to eliminate all blue text.
2. The Review Appraiser should fill in text highlighted in gray (e.g. [XXX]). Delete these highlights from the final document.
3. The template assumes that there is to be a government-issued contract. You must modify Section 3, PERFORMANCE & SUBMISSION REQUIREMENTS, if a Third Party is paying for the appraisal, or it is subject to a FAR exemption.

**STATEMENT OF WORK (SOW)**

**Office of Valuation Services**

|  |  |
| --- | --- |
| **Agency Case ID:**  | [Client Case ID] |
| **IVIS Number:**  | [IVIS #] |
| **Appraiser Instructions:** | 1. Prior to contract award, submit all questions in writing by either.

*Email*: OVS\_contracting\_branch@ios.doi.gov*Fax*: 303-969-5348. 1. Submit your contract response (bid package) for this appraisal assignment to the above referenced addresses (Email or FAX).
2. The contracting officer will provide contact information for the property owner and the Office of Valuation Services review appraiser for this appraisal assignment with the contract award.
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**SECTION 1 – SUBJECT IDENTIFICATION & GENERAL INFORMATION**

|  |  |  |
| --- | --- | --- |
| **Identification:** | *Case Name* | [Appraisal Case Name]  |
|  | *Location* | [County], [State] |
|  | *Acreage* | [Total acreage to be Appraised] acre(s) |
|  |  | [Total acreage Owned] acre(s) (Land area owned & expected to be considered in Larger Parcel determination by appraiser peers. UASFLA A-14, B-11, B-13) |
|  | *Property Type* | [property type] |
|  | *Case Type* | [case type] (Sale, Purchase, Exchange, Lease, Etc.)  |
|  |  |  |
| **Client:** | U.S. Department of the Interior, Office of Valuation Services (OVS) |
| **Intended Users:** | The appraisal report will be used by [Client Agency Name] on behalf of the United States of America.  |
| **Intended Use:** | The appraisal report will be usedfor [case type] of the identified property. It is not intended for any other use. |
| **Property Description:**The subject is(Provide Narrative Description and/or Table)

|  |  |  |  |
| --- | --- | --- | --- |
| **Property I.D.**  | **Land Area** | **Access** | **Primary Characteristics** |
|  |  |  |  |
|  |  |  |  |

(For multiple properties, the reviewer may attach an addendum or exhibit identifying and summarizing important characteristics of the properties.) |
| **Legal Description:** | [legal description] (Replicate the full legal description here, including recording information, book and page, document number, etc., and date of most recent recording of document(s). If lengthy, cite its location in the title report or other attached document.) |
| **Property Interest****to be Appraised:** | Fee Simple Estate subject to the exceptions indicated in the preliminary title report and Reservations, if any, by the property owner. See Outstanding Rights section below.The appraiser must immediately notify the OVS review appraiser of any indications of rights contrary to these described. This may result in amended instructions.(State precisely the property interest(s)/rights to be valued. Reference can be made to the legal description and the specific encumbrances of record (the statement “…subject to reservations of record” is not acceptable). Specify whether the mineral estate is or is not included in the rights valued.)  |
| **Outstanding Rights:** | A preliminary title report or equivalent for federal lands will be provided. Any recorded or unrecorded documents, conditions, agreements, easements and/or encumbrances discovered must be identified and discussed in the appraisal report in relation to their impact on value. The preliminary title report indicates the following encumbrances on title: [XXX] (Summarize encumbrances.)The appraiser must investigate for and promptly report additional or inaccurate encumbrances on the property to OVS Review Appraiser. |
| **Reservations:** | The current property owner is reserving the following rights: [XXX]. (Describe & reference documentation or state, “None”.) |
| **Personal Property:** | (Describe or state, “None”.) |
| **Property Access:** | ***Physical:*** | (Describe) |
|  | ***Legal:*** | (Describe) |
| **Larger Parcel:** | The Agency request covers [total acreage to be appraised] acre(s). The total acreage owned is [total acreage owned] acre(s).(These acreages must match the acreages defined in Subject Identification in Section 1)The appraiser must conduct all research necessary for a well-supported Larger Parcel(s) conclusion presented in the appraisal. UASFLA, Sections A-14, B-11 & B-13.(The appraiser must make this determination independent of review appraiser. Nevertheless, communication between the review appraiser and the appraiser is essential since the appraiser’s larger parcel conclusion may require a modification of the appraisal assignment, if it varies from the reviewer’s concept when he/she wrote the statement of work. Modify the language in this paragraph if you want advance communication with the appraiser about larger parcel issues.) |
| **Owner/Occupant:** | [Owner’s name] |
| **Tenancies:** | (Describe all tenancies: occupancy, rights, term, rent, etc.) |
| **Owner Contact** **Information:** | Attachment 3 (Contacts) in the contract will provide owner contact information to the appraiser upon award. |

**Provided Subject Property Exhibits:**

The following Subject Property Exhibits will be provided as attachments to the solicitation:

(Insert items as appropriate. Change wording as appropriate, but be consistent in labeling exhibits and documents – use the same names/labels listed below when sending the package of Subject Property Exhibits to OVS Contracting team.)

1. Preliminary Title Report or Master Title Plat (MTP)
2. Location Map
3. Assessor’s Plat Map
4. Access Attributes Map
5. Aerial Photo with Parcel Boundary Overlay
6. Topography Map
7. Other

The following additional Exhibits will be provided only to the winning bidder after contract award: (Insert additional items as appropriate. Change wording as appropriate, but be consistent in labeling exhibits and documents – use the same names/labels listed below when sending the package of Subject Property Exhibits to OVS Contracting team.)

**SECTION 2 – APPRAISAL REQUIREMENTS & INSTRUCTIONS**

|  |  |
| --- | --- |
| **Appraisal Standards:** | 1. Uniform Standards of Professional Appraisal Practice (USPAP)
2. Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)

(Insert any additional standards that may be appropriate. If the intended use is for real property acquisition or exchange, add the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) as amended; Federal Regulations 49 CFR, Part 24”. Delete reference to the UASFLA if only USPAP applies.) |
| **Market Value:** | (For all appraisals, except BLM Land Exchanges, Fair Market Rent Appraisals and Revenue Share Appraisals use following definition) The amount in cash or on terms reasonably equivalent tocash, 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. [Interagency Land Acquisition Conference, Uniform Appraisal Standards for Federal Land Acquisitions, 5th ed. (Appraisal Institute, 2000), p.13.](For BLM Land Exchanges)The most probable price in cash, or terms equivalent to cash, that lands or interests in lands should bring in a competitive and open market under all conditions requisite to a fair sale, where the buyer and seller each acts prudently and knowledgeably, and the price is not affected by undue influence.” [43 CFR 2200.0-5(n)](For Fair Market Rent)The most probable rent, as of a specific date, in cash or in terms equivalent to cash, for which the property to be leased, under the terms and conditions of the lease, should rent for its highest and best permitted use after reasonable exposure in a competitive market under all conditions requisite to a fair leasing opportunity, with the lessor and the lessee each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. [Title 36, Code of Federal Regulations, Part 18](Revenue Sharing Appraisals)The fair market value means the amount in terms of money for which in all probability a property would be sold if exposed for sale in the open market by a seller who is willing but not obligated to sell, allowing a reasonable time to find a buyer who is willing but not obligated to buy, both parties having full knowledge of all uses to which the property is adapted and for which it is capable of being used. [50 CFR 34.3(f)] |
| **Date of Value:** | The date of value is the date of the last property inspection, which must be no later than 30 calendar days prior to the submission of the completed appraisal report, unless the OVS Review Appraiser approves in advance other conditions in writing. |
| **Extraordinary Assumptions:** | None. If the appraiser determines that extraordinary assumptions are necessary for the completion of the assignment, he/she must contact the OVS Review Appraiser for prior written approval. (If any extraordinary assumptions are required, state them here. Then substitute, “No other extraordinary assumptions are allowed without prior written approval from the OVS Review Appraiser.”) |
| **Hypothetical Conditions:** | None. If the appraiser determines that hypothetical conditions are necessary, he/she must contact the OVS Review Appraiser for prior written approval. (If any hypothetical conditions are required, state them here. Then substitute, “No other hypothetical conditions are allowed without prior written approval from the OVS Review Appraiser.”) |
| **Jurisdictional Exceptions:** | If the appraiser decides to invoke USPAP’s Jurisdictional Exception Rule to comply with law or UASFLA regulation, he/she must contact the OVS Review Appraiser to obtain prior written approval. |
| **Placement in Report:** | The appraiser must clearly identify all Extraordinary Assumptions, Hypothetical Conditions, and Jurisdictional Exceptions wherever the final value conclusion is stated, including the Letter of Transmittal and the Summary of Salient Facts. These must also be communicated with any General Assumptions and Limiting Conditions. |
| **Property Inspection:** | The appraiser must inspect the subject property and all of the market properties used in direct comparison,unless the OVS Review Appraiser has approved other conditions in writing. For appraisals with an intended use of acquisition or exchange, the appraiser must certify in the report that he/she extended an offer to the property owner (or the owner’s representative) to accompany him/her during the property inspection. [Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (PL 91-646) as amended and the Uniform Appraisal Standards for Federal Land Acquisitions (Section A-4, pages 9 & 10)]Permission to enter upon and appraise the property [has (has not)] been granted. The permission document [is/is not] attached.*(Enclose permission document with Subject Exhibits, if available.)* You must notify in advance both the [Agency name] Realty Specialist and OVS Review Appraiser when the property inspection will occur. |
| **Pre-Work Meeting:** | The appraiser may be required to attend a pre-work meeting with the assigned OVS Review Appraiser, the agency Realty Specialist and/or other agency representative, and other interested parties. The OVS Review Appraiser will coordinate the date, time & place of the meeting.(When the reviewer will require a pre-work meeting, tell the appraiser the probable location and time.) |
| **Controversies/Issues:** | None. Should appraiser identify controversies or issues during the course of assignment, he/she must immediately notify the OVS Review Appraiser identified in Attachment 3 provided at contract award.(Replace “None.” with any identified issues/controversies.)  |
| **Legal Instructions:** | None.(Replace “None.” with any Legal Instructions - When Legal Instructions are issued pursuant to a Yellow Book appraisal, they must be in writing from the agency and usually from agency legal counsel. Reference to the Legal Instructions must be made in the Assumptions and Limiting Conditions.) |
| **Special Appraisal Instructions:**1. Even though communication is encouraged with the property owner and the client agency, only the assigned OVS Review Appraiser can modify appraisal instructions (in writing).
2. The appraiser may not communicate assignment results to any party except OVS until authorized to do so in writing by OVS.
3. Any communication (verbal or written) with the Client Agency Realty Contact shall include the assigned OVS Review Appraiser.

(Insert other Special Appraisal Instructions in numerical sequence.) |
| **General Appraisal Requirements & Instructions:**1. The appraiser must hold a valid license as a Certified General Appraiser for the jurisdiction in which the subject property is located. (Valid credentials include those obtained directly from the jurisdiction, those issued under a reciprocity agreement, and/or those characterized as “temporary” under the jurisdiction’s licensing and certification statutes.)
2. The OVS Statement of Work, other assignment instructions and engagement letter must be included within the Addenda to the appraisal report.
3. All appraisals complying with UASFLA must conform to the sequence and content outlined in UASFLA, Appendix A and B).
4. *(For UASFLA compliant assignments include the following language. For non-UASFLA compliant appraisals identify the appropriate report format.)* OVS will consider an appraisal meeting UASFLA standards a USPAP Self-Contained report. UASFLA (Page 9) states that a report prepared in accordance with UASFLA will be considered as meeting USPAP requirements for a Self-Contained report.

 1. The appraiser must appraise the subject property in its “As Is” condition unless authorized in writing by the OVS Review Appraiser to do otherwise.
2. Color photographs and maps of comparable properties shall be included in the appraisal report. OVS will accept aerial photographs for comparable properties, unless the aerial photographs do not accurately represent the property as of the date of inspection. The appraiser must photograph any unusual property features from the ground.
3. The appraisal report will be reviewed for compliance with the terms of this Statement of Work (including all cited standards). Any findings of inadequacy will require clarification and/or correction.

 1. The appraiser shall consider the appraisal report and all DOI internal documents furnished to the appraiser to be confidential. Refer all requests for information concerning the appraisal to the OVS Review Appraiser.
2. OVS will not normally accept custody of confidential information. Should appraiser find it necessary to rely on confidential information, he/she will contact the OVS Review Appraiser for instructions. The Review Appraiser will view the information and provide further instruction to the appraiser regarding handling and storage of the confidential information.
3. While the public is not an intended user of the appraisal report, the Freedom of Information Act (FOIA) and Agency policy may result in the release of all or part of the appraisal report to others.
4. If including any proprietary information in the appraisal, appraiser must gain concurrence from OVS Review Appraiser and deliver the proprietary information in a separate binder.
5. When the appraiser has performed any services regarding the subject property within the three prior years, he/she must disclose this in the bid proposal.
 |

**SECTION 3 – PERFORMANCE & SUBMISSION REQUIREMENTS**

The appraiser must address any questions regarding appraisal instructions and/or technical requirements for the appraisal to the OVS Review Appraiser. Attachment 3 of the contract award will identify the OVS Review Appraiser and his/her contact information.

The Target Period of Performance for the delivery of the initial appraisal report to the OVS Review Appraiser is 60 (adjust days to fit the case) calendar days from the Date of Award. Contractors must provide the appraisal services within the performance period specified, and/or otherwise state an alternative Period of Performance with justification for the change.

**Deliverable/Task Schedule:**

|  |  |
| --- | --- |
| **REQUIRED DELIVERABLES** | **DELIVERY DATE** |
| Pre-Work Meeting | \*TBD (Specify need & if by telephone or at Location – If NO Pre-Work need; just so state.) |
| Subject Property Inspection | \*TBD (Coordinate with OVS Review Appraiser) |
| Initial Appraisal Report | \*TBD (Target is 60 Days, or less from contract award date) |
| Review Period & Comments Provided to Appraiser | \*TBD (Target is 15 Days after appraisal received from contractor) |
| Final Appraisal Report | \*TBD (Target is 15 Days after Review completed)  |

**Instructions for Quote Preparation – See Section E of RFQ**

**Evaluation Factors for Award – See Section F of RFQ**

**Invoice Requirements – See Section B “Contract Administration Data”**

**REMINDER – Delete all “Blue Text Instruction Guidance” from final SOW when finished.**

The OVS Review Appraiser will select (identify) the Evaluation method to be used.

**LPTA -** (Lowest Price Technically Acceptable)

**Best Value -** Price; Delivery Date; Contractor Education (I.E. - Yellow Book &/or Conservation Easement Course); Experience for Assignment; and Contractor Past Performance). The OVS Review Appraiser will “Select & Rank” the Best Value criterion to be used for Evaluation.

The **Appraisal Services Bid** can be made via a simple “**Total Price and Delivery**” or “**Detailed Breakdown,** using **Exhibit A – Appraisal Cost & Delivery Proposal** (last page of SOW)”, which is to be determined (identified/defined) by the OVS Review Appraiser managing the appraisal assignment. Again, please be clear and communicate with OVS Contracting what method is desired from the bidders.**EXHIBIT A – APPRAISAL COST and DELIVERY DATE PROPOSAL**

**STEP 1 - Breakdown of Estimated Hours of Work for Appraisal Assignment**

|  |  |
| --- | --- |
| ***Preliminary Work:*** | **Hrs** |
| Preliminary view of subject: |  |
| Discussions with Personnel: |  |
| Other (specify): Scoping |  |
| ***Preliminary Work Subtotal:* ----------------------------------------------------------** |  **Hrs** |
|  |
| ***Field Work:*** | **Hrs** |
| Gather and analyze area data: |  |
| Market Research: |  |
| Inspection of Subject & Comps. (Owner contact PL 91-646): |  |
| Other (specify): |  |
| ***Field Work Subtotal:* --------------------------------------------------------------------** |  **Hrs** |
|  |
| ***Office Work:*** | **Hrs** |
| Compilation and Analysis of Data: |  |
| Writing Report(s): |  |
| Preparing Exhibits: |  |
| Other (specify): |  |
| ***Office Work Subtotal*: ------------------------------------------------------------------** |  **Hrs** |
|  |
| ***TOTAL ESTIMATED HOURS OF WORK: --------------------------------------------------------------*** |  **Hrs** |

**STEP 2 - Breakdown of Cost Proposal for Appraisal Assignment**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Qty** | **Unit** | **Price** | **Amount** |
| 0001 | Sr. Associate Appraiser |  | Hr. |  |  |
| 0002 | Associate Appraiser  |  | Hr. |  |  |
| 0003 | Support Staff |  | Hr. |  |  |
| 0004 | Support Staff O/T |  | Hr. |  |  |
| 0005 | Expert Testimony |  | Hr. |  |  |
| *SUBTOTAL DIRECT LABOR* **(\*Must reconcile to *TOTAL EST. HOURS OF WORK*\*):** |  | Hrs. |  |  |  |
|  |
| 0006 | *TRAVEL* (Airfare) |  |
| 0007 | *VEHICLE* |  | Miles @ |  | / Mile |  |
| 0008 | *PER DIEM* or *SUBSISTENCE* |  | Days @ |  | / Day |  |
| 0009 | *EQUIPMENT/SUPPLIES*:  |  |
| 0010 | *CONSULTANTS* / *SUBCONTRACTORS* |  |

|  |  |
| --- | --- |
| **TOTAL COST FOR APPRAISAL ASSIGNMENT**  |  |
| **Submittal Date of Appraisal for Review:**  | **\_\_\_ days after signed contract** |

|  |  |
| --- | --- |
| **Prepared By:** |  |
| **Proposal Date:** |  |