

**REQUEST FOR QUALIFICATION AND PROPOSALS
TO PROVIDE
APPRAISAL SERVICES**

TO THE CITY OF LANSING

AND/OR

INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY (ICLB)

**FOR FEMA, CDBG, NSP and/or LAND BANK FUNDED PROJECTS
WITHIN THE CITY OF LANSING, MICHIGAN**

DUE DATE

July 1, 2009

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF

5 P.M. EDT

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that a Request for Qualifications and Proposal (RFQP) is announced by the City of Lansing, Michigan (City), and Ingham County Land Bank Fast Track Authority (ICLB), Michigan to invite proposals for **APPRAISAL SERVICES FOR RESIDENTIAL PROPERTIES (OWNERSHIP AND RENTAL)** from qualified real estate appraisers in strict accordance with the RFQP guidelines and specifications.

The City and ICLB seek proposals to obtain the services of one or more qualified residential real estate appraisers. Both the City and ICLB will be utilizing federal funding to purchase homes and real estate owned (REO) properties that have been abandoned or foreclosed upon, and/or located within the floodplain, in order to sell, rent, rehabilitate, redevelop, or demolish such homes and properties. The appraisals are to estimate the fair market value of the property, at the specified date of valuation for fee simple property rights for federally assisted projects. Appraisals must be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, Uniform Standards of Professional Appraisal Practice (USPAP), URA requirements of 49 CFR 24.103, as well as 49 CFR 24.101(b), and appraisal requirements of 49 CFR 24. and for NSP funded acquisitions in accord with Section 2301(d)(1) of the Housing and Economic Recovery Act of 2008 and related guidelines, including amendments and adjustments. **Additional guidance on these regulations can be found at: <http://www.hud.gov/offices/cpd/library/relocation/nsp/index.cfm>**

The City and ICLB desires appraisal assistance from at least one or more qualified appraisers for a period up to twenty-four months. The selected appraiser will be required to enter into a contract with the City or ICLB outlining the scope of services and appraisal compensation. The City and ICLB require that the value of each property is established through an appraisal made in conformity with the appraisal requirements of the URA at 49 CFR 24.103. Each appraisal must be completed within 60 days prior to an offer made for the property, therefore, an expedited cycle time strategy for appraisals must be part of the scope of appraisal services. Competitive procurement of appraisal services will follow 24 CFR 85.36(d)(3) and the most qualified competitor(s) will be selected based on their response to the RFQP and the negotiation of fair and reasonable compensation.

Proposal forms and specifications are available on the Ingham County Land Bank web site at <http://www.inghamlandbank.org> and must be delivered to ICLB, 422 Adams, Lansing, MI 48906, up to but not later than, 5 p.m. July 1, 2009.

The City and ICLB reserve the right to reject any and/or all proposals received. For additional information regarding this RFQP please contact: Mary Ruttan at the Ingham County Land Bank. E-mail: mruttan@ingham.org
Mail: 422 W. Adams
Lansing, MI 48906

DISCLAIMER: The City and ICLB do not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Date of Original Publication: June 10, 2009

**CITY OF LANSING and/or ICLB
REQUEST FOR QUALIFICATIONS AND PROPOSALS
TO PROVIDE APPRAISAL SERVICES
FOR FEMA, CDBG, NSP, and LAND BANK FUNDED PROJECTS**

1.0 GENERAL INFORMATION

The appraisals obtained through this solicitation will be used to acquire residential properties with financing the City and ICLB receive from various federal grants And other sources. The appraisals will facilitate the acquisition of properties for the purpose of private buyer financing, rehabilitation, demolition and/or land-banking activities. Any reference to the City or ICLB herein shall be applicable to either or both entities.

1.1 REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQP) PROCESS

The purpose of this Request for Qualifications and Proposals (RFQP) is to request respondents to present their qualifications and capabilities to provide residential (ownership and/or rental property) appraisal services for the City and ICLB (up to 24 months) with an expected start date in Spring 2009. The City and ICLB anticipate the need for appraisal services for 100 ± properties, and expect services to be delivered during a 24 month period. Some of the properties to be appraised are as yet unknown but will be located primarily within the City of Lansing and Ingham County. The intended users of the appraisals will include the City of Lansing, ICLB, potential home buyers, property owners considering voluntary sale as part of the city's FEMA Pre-Disaster Mitigation Grant, appropriate lenders and will be available to HUD or FEMA officials as part of their program oversight.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than July 1, 2009

to: Mary Ruttan
at: Ingham County Land Bank
422 Adams
Lansing, MI 48906

For City Of Lansing and/or Ingham County Land Bank Fast Track Authority

One (1) original and three (3) copies of the proposal shall be submitted. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "**Proposal – For Appraisal Services**". Any proposal received after the due date will not be accepted and may be rejected and returned, unopened, to the respondent.

In addition to the above requirement, proposal responses may be submitted in electronic form, but must be signed by an authorized representative of the proposing entity.

DISCLAIMER: The City and ICLB do not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

1.3 CONSEQUENCE OF SUBMISSION OF PROPOSAL

- A. The City and ICLB shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City and ICLB of a proposal obligates the respondent to enter into an agreement with the City and ICLB for appraisal services contingent upon City Attorney approval.
- C. An agreement shall not be binding or valid against the City and ICLB unless or until it is executed by the respective City and/or ICLB officials and the respondent.
- D. Statistical information contained in these documents is for informational purposes only. The City and ICLB shall not be responsible for the accuracy of said data. City and ICLB reserve the right to increase or decrease the project scope.

1.4 ACCEPTANCE OR REJECTION OF PROPOSAL

The City and ICLB reserve the right to select the successful proposal(s) and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with respondent(s) whose proposal(s) is/are most responsive to the needs of the City and ICLB. Further, the City and ICLB reserve the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's and/or ICLB's best interest.

The City and ICLB reserve the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City and/or ICLB. Additionally, the City and ICLB may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City and ICLB, or that the City and/or ICLB decided not to award an agreement as a result of this Request.

1.5 RIGHT TO CHANGE OR AMEND REQUEST

The City and ICLB reserve the right to change the terms and conditions of this Request. The City and ICLB will notify potential respondent(s) of any material changes by posting on the ICLB website. No verbal amendments are allowed. Amendments must be in writing to be valid. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the ICLB website

<http://www.inghamlandbank.org/>

1.6 CANCELLATION

The City and ICLB reserve the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's and/or ICLB's best interest. In no event shall City and/or ICLB have any liability for the rescission of award.

The respondent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.7 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the respondent that it has investigated all aspects of the RFQP, that it is aware of the applicable facts pertaining to the RFQP process and its procedures and requirements, and that it has read and understands the RFQP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the respondent was not fully informed as to any fact or condition. Statistical information which may be contained in the RFQP or any addendum is for informational purposes only. The City and ICLB disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.9 DISQUALIFICATION

Any of the following may be considered cause to disqualify a respondent without further consideration:

- A. Evidence of collusion among respondents;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. A respondent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- D. Existence of any lawsuit, unresolved contractual claim, or dispute between respondent and the City and/or ICLB.

1.10 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of the RFQP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City and/or ICLB choose to do so. The City and ICLB may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.11 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

The award of work anticipated under this notice is based on the qualifications and experience of respondents, and other factors as described in this notice. No work may be subcontracted to other firms or third parties without submitting with respect to those parties the applicable information required herein. No payment will be made for subcontracted work unless prior written approval has been given by the City and ICLB. In the event a subcontract is approved the respondent will assume the following duties and responsibilities among others::

- A. The respondent assumes full responsibility, including insurance and bonding required or deemed prudent at any time for the work performed.
- B. If respondent's supplier(s) and/or subcontractor's involvement requires the use of a

licensed, patented, or proprietary process, the respondent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.12 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful respondent.

1.13 INSURANCE REQUIREMENTS

In order to enter into a contract, the selected appraisers will be required to furnish evidence of appropriate insurance and indemnification requirements. Some of the insurance requirements and indemnification language is as follows (also see attached Sample Insurance and Indemnification exhibit).

All policies shall be primary insurance in respect to the City and ICLB, their elected officials, board members, officers, employees and volunteers and any insurance or self-insurance maintained by the City, its mayor, council, officers, agents, employees and volunteers shall be excess of the bidder's insurance and shall not contribute with it.

The bidder shall be responsible for any deductibles or self-insured retentions under all required insurance policies. Insurance in lesser amounts or lack of certain types of insurance otherwise required by this contract must be declared to and approved in writing by the City and ICLB

Unless otherwise approved in writing by the City and/or ICLB, if any part of the work under contract is subcontracted, the "basic insurance requirements" set below shall be provided by or on behalf of all subcontractors even if the City and/or ICLB has approved lesser insurance requirements for the bidder. Bidder shall be responsible for determining and guaranteeing all subcontractors are insured in the standards set forth.

The selected bidder shall procure and maintain for the duration of this agreement the following types and limits of insurance, otherwise referred to as "basic insurance requirements":

1. Automobile liability insurance, providing coverage on contract: i.e. Any auto, hire auto, owned, or non-owned vehicles or as specified in contract, per an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence including an additional insured endorsement in favor of the ICLB and the City, their elected officials, board members, officers, agents, employees and volunteers; and
2. Broad form commercial general liability insurance, including additional insured endorsement form providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence including additional insured endorsement in favor of the City, ICLB, and their elected officials, board members, officers, agents, employees and volunteers; and
3. Workers' compensation insurance with statutory limits coverage and employer's

liability insurance with limits of not less than one million dollars (\$1,000,000) per accident with a waiver of subrogation endorsement in favor of the City and ICLB; and

4. Policy cancellation notice contained in the Certificate of Insurance and insurance policy shall have the following wording; "Should any of the above described policies be cancelled before the scheduled and stated expiration date thereof, the issuing company will mail **30 days** written notice to the City and ICLB". Notice shall be sent to City of Lansing, 316 N. Capitol Ave., Lansing, MI 48933 and to Ingham County Land Bank, 422 Adams St., Lansing, MI 48906."

Bidder shall place such insurance with insurers licensed to do business in Michigan and having a minimum A.M. Best rating of A or A- (Excellent.)

The automobile liability policies shall provide coverage for owned, non-owned, and hired vehicles.

The liability policies shall contain an additional insured endorsement in favor of City, ICLB, their elected officials, officers, agents, and employees or volunteers.

The workers' compensation policy shall contain a waiver of subrogation endorsement in favor of City, ICLB, their elected officials, officers, agents, employees and volunteers.

All policies shall contain the following endorsement: "City and ICLB shall be given 30 days' advance written notice of cancellation or material change in policy language or terms." Notice shall be sent to City of Lansing, 316 N. Capitol Ave., Lansing, MI 48933 and to Ingham County Land Bank, 422 Adams St., Lansing, MI 48906."

All policies shall provide for continuing liability, notwithstanding any recovery or any policy.

The insurance required under the agreement shall be maintained until all work required to be performed is completed to City's and/or ICLB's satisfaction.

Respondent shall deliver to City and/or ICLB a complete copy of each policy of insurance evidencing the insurance required under this agreement, before the agreement is executed. City and/or ICLB may withhold payments to respondent if respondent has not delivered policies of insurance, and endorsement or evidence of their renewal, as required.

Respondent shall be responsible for any deductibles or self-insured retention under all insurance policies.

1.14 HOLD HARMLESS DEFENSE CLAUSE

The contractor shall indemnify, defend, and save harmless the City and ICLB, against all loss, cost, or damage on account of any injury to persons or property, including employees or property of the City, ICLB, contractor or third parties, occurring in the performance of the contract.

1.15 APPLICABLE LAW

This agreement shall be governed by the laws of the State of Michigan. Venue shall be for

the bringing of any legal or equitable action under this agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

1.16 METHOD OF PAYMENT

Payments can be made either monthly or quarterly upon satisfactory completion of tasks (i.e., properly certified appraisals) as outlined in the independent contractor's agreement and Schedule A (Scope of Services) provided proper invoicing and documentation is submitted to City and ICLB in a timely fashion.

1.17 TERMS

One (1) year or two (2) year - fixed fee payments (per completed tasks).

1.18 COMPETITIVE PRICING

Respondent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of respondent. If respondent enters into any arrangements with another customer of respondent to provide product under more favorable charges, economic or product terms or warranties, respondent shall immediately notify City and/or ICLB of such change and this RFQP shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.19 FUNDING

Any contract which results from this RFQP will terminate without penalty at the end of the fiscal year in the event funds are not appropriated and/or available for the next fiscal year. If funds are appropriated and/or available for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.20 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City and/or ICLB may terminate the resultant agreement for convenience without cause by providing thirty (30) calendar day advance written notice unless otherwise stated in writing.

1.21 AUDITING OF CHARGES AND SERVICES

The City and/or ICLB reserve the right to periodically audit all charges and services made by the successful respondent(s) to them for services provided under the contract. Upon request, the respondent agrees to furnish the City and/or ICLB with copies of costs, charges and work items performed in administering the residential appraiser services contract.

1.22 AWARD

Upon conclusion of the Request process, a contract may be awarded to provide residential appraisal services for the City of Lansing and/or the ICLB for properties to be acquired using NSP, FEMA, CDBG and/or other funds.

The City and/or ICLB reserve the right to select the successful respondent(s) and to negotiate terms of a contract with the respondent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City and/or ICLB reserve the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's and ICLB's best interest.

1.23 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Lansing and ICLB.

1.24 CONFIDENTIALITY

If respondent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the respondent must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the respondent believes to be protected from disclosure. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City and ICLB will be the sole judges as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The respondent is hereby put on notice that the City and ICLB may consider all or parts of the offer public information under applicable law even though marked confidential.**

1.25 AFFIRMATIVE ACTION

Subcontracts are not permitted except with prior written approval of the City and ICLB. If approved, then in compliance with the Code of Federal Regulations Title 24 Part 85.36 (24 CFR 85.36) respondents who will be sub-contracting must make good faith efforts to contract with small and minority firms and women's business enterprises. Efforts must include:

- * Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- * Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- * Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- * Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and
- * Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

If subcontracts are approved, respondents must submit a letter certifying that they solicited sub-contracts in compliance with 24 CFR 85.36 prior to entering into any subcontracts.

1.26 EQUAL EMPLOYMENT OPPORTUNITY

Respondents must submit a letter stating they are in compliance with all Equal Employment Opportunity regulations.

2.0 GENERAL INFORMATION

The City of Lansing plans on using some of its federal funds, which include: Community Development Block Grant (CDBG), Neighborhood Stabilization Plan (NSP), Federal Emergency Management Association (FEMA) Pre-Disaster Mitigation Grant, or Ingham County Land Bank Fast Track Authority funds may be used to pay for appraisal services. The City will have 18 months to legally obligate NSP funds and all funds must be expended within five years (by 2014), and the City has 3-years to expend its FY08 FEMA Pre-Disaster Mitigation Grant funds. Additional information on the federal program dollars the city will be utilizing is available in the city's Action Plans and on its website. ICLB will have additional information regarding their funds on their website.

2.1 BACKGROUND

The City and ICLB are seeking qualified proposals to provide residential appraisal services for its NSP funded activities. President Bush signed the \$3.9 billion H.R. 3221, The Housing and Economic Recovery Act (HERA) of 2008 into law July 2008. The HERA Act grants many housing industry reforms and provides federal funding for implementing many of these reforms. As part of the federal HERA appropriation, the City of Lansing has been allocated **\$5,992,160** from the Neighborhood Stabilization Program (NSP) component of the HERA of 2008. The Federal Department of Housing and Urban Development (HUD) is the federal department administering the NSP funds. The City anticipates an executed HUD NSP contract (between the City and HUD) by the end of March 2009. All properties purchased with NSP funds will be vacant foreclosed and/or abandoned REO properties which require an appraisal within 60 days prior to purchase to determine their fair market value. It is a requirement that when properties are sold that they be appraised. **Guidance on NSP Appraisals is available on HUD's website:**

http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/docs/appraisal_guidance.doc

The City has also received and may apply for additional FEMA Pre-Disaster Mitigation Grant funds to acquire homes located within the floodplain. Appraisals are needed to determine the fair market value so property owners can determine whether they want to sell or not.

In addition to both of the above programs, the City has CDBG funds which can be used, and the ICLB has its own funding sources that may be used to pay for appraisals.

The City will be entering into agreement with ICLB for the acquisition and management of properties purchased using some of the above indicated funding. Bidders will be working with both entities.

2.2 SCOPE OF SERVICES

The City and ICLB are inviting qualified appraiser firms to submit qualifications and fee proposals to provide appraisal services in accordance with federal, state and local standards applicable to the funding sources specified in this document. The appraiser will report to City

of Lansing Development Office and/or ICLB staff but may also work closely with other partners, grantees, or stakeholders. Appraisers' proposals will be evaluated on their price quotes, availability, time of performance, recent experience with valuation in the Lansing market area and qualifications or expertise with respect to appraisal services. The contract will be awarded on the basis of these factors and demonstrated competence and qualifications for the services to be performed at a fair and reasonable cost that may not be the lowest cost submitted.

City and ICLB anticipate the need for approximately one-hundred (100) appraisals or more over the life of the NSP potentially beginning as early as April 2009. In order to meet this need in a timely way, the City and ICLB anticipate that more than one appraiser and review appraiser will be selected to perform the work. Total number of appraisals needed will be assigned to the selected appraisers by the City and ICLB according to their needs and capacity to manage workflow for acquisition activities that must be completed within 60 days of the appraisal. The appraisals will be used for voluntary acquisition of residential properties by residents (homebuyers), City of Lansing Development Office, and ICLB.

Although not all-inclusive, specific appraisal services to be performed may include:

- 2.2.1** Provide individual appraisals meeting the definition found at 49 CFR 24.2(a)(3): "A written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specified date, supported by the presentation and analysis of relevant market information ."
- 2.2.2** Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of each Property.
- 2.2.3** Perform an inspection of each subject property. The inspection should include both interior and exterior areas, the neighborhood, and physical condition in enough detail to adequately compare to other properties.
- 2.2.4** In each appraisal report, include an adequate description of the physical characteristics of the property being appraised (i.e., sketch of the property and provide the location and dimensions of any improvements) and a description of comparable sales. The appraisal report should also include adequate photographs of the subject property and comparable sales, and provide location maps of the property and comparable sales.
- 2.2.5** Each appraisal shall determine the fair market value; defined as the price that a seller is willing to accept and a buyer is willing to pay on the open market in an arm's length transaction, and usually includes the following:
 - 1. Buyer and seller are typically motivated;
 - 2. Both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest;
 - 3. A reasonable time is allowed for exposure in the open market;
 - 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
 - 5. The price represents the normal consideration for the property sold unaffected by unusual marketing constraints, special or creative financing or sales concessions granted by anyone associated with the sale.
- 2.2.6** In each appraisal report, document the following items as a minimum:

1. Property rights to be acquired (assume all fee simple rights will be acquired);
2. Value being appraised and definition of basis for valuation;
3. Appraised as if free and clear of contamination;
4. Date of the appraisal report and the date of valuation; and
5. Realty report as required by 49 CFR 24.203(a)(2)(i) to include known and observed encumbrances, if any; title information; location; zoning; present use; and at least a five year sales history of the property.

2.2.7 In each appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.

2.2.8 Present and analyze relevant market information. Appraisals must represent thorough research, analysis, and verification of comparable sales. Do not use short sales or foreclosed-upon bank sales as comparable sales unless required to do so by industry standards, and in that event, also represent the appraised value that would be supported by data other than short sales, foreclosed upon bank sales and similarly affected transactions.

2.2.9 In developing and reporting each appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project.

2.2.10 Report appraiser analysis, opinions, and conclusions in each appraisal report.

2.2.11 Each appraisal shall include a certification of the appraiser (see Appendix for sample language).

2.2.12 The appraiser shall state all relevant assumptions and living conditions. All properties should be appraised “As Is” and not subject to repairs or corrective action.

2.2.13 Respondents must identify Project Appraiser(s). The appraiser must have experience completing acceptable real estate appraisals in the past for other public agencies, been engaged exclusively in real estate appraisal work for a minimum of three years, be licensed in the State of Michigan, and maintain membership in at least one national professional appraiser association. Persons performing appraisals of NSP funded acquisitions of “foreclosed upon” properties must meet the appraisal qualifications of 49 CFR 24.103(d). All persons performing such valuations must be qualified to perform an appraisal. NOTE: The regulations at 49 CFR 24.103(d)(2) only require contract “fee” appraisers to be state licensed, however, the City and ICLB are also requiring membership designation in at least one national professional appraiser association for appraisers.

2.2.14 Respondent Requirements

The successful respondent(s) must have the background, skills and talents and recount his/her experience in addressing the project as outlined above. The proposal should include in the proposal package:

1. References (name, address and telephone number) from at least three clients for appraisals of a similar nature, completed within the last three years, with a brief description of the residential project.

2. A complete resume' of all the individual appraisers that will be involved in providing appraisal services, including certifications (a copy of current Michigan state certification must be included) and professional credentials (See paragraph 2.3.2.)
3. The name and credentials of the principal with primary assignment responsibility for complying with the appraisal services agreement.
4. An outline of the proposed appraisal methodology and turnaround cycle timeline (from date of a City or ICLB request for an appraisal to completion of final appraisal report), including a statement of the overview/scope of work, the plan of work and technical approach, and credentials of staff to be assigned to complete the appraisal work.
5. An indication of the levels of staff support and data to be provided by the City of Lansing and/or ICLB for each assignment.
6. Price per appraisal, price per hour and bulk pricing.
7. Certification as to the individual authorized to sign on behalf of the respondent entity.

2.3. PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City and ICLB use a qualifications-based selection process in obtaining these services. In order for the City and ICLB to properly evaluate the Respondents' qualification to perform this work, the proposals shall include, as a minimum, the following informational items:

1. Evidence of the Respondent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
2. The Respondents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the respondent's response to the Scope of Services.
3. Such additional information that the Respondent may feel would be pertinent to assist the City and ICLB in making their final decision can be submitted.
4. Please submit one (1) original and three (3) copies of your proposal/qualifications if sent by mail or hand-delivered (no facsimiles). One of the copies should be unbound to allow reproduction of the proposal, as needed. Proposals will be accepted by electronic submission, but must be properly signed by the Respondent's authorized representative.

City and/or ICLB are not responsible for accommodating any incomplete electronic submission received nor any electronic malfunction that interferes with the respondent's timely and accurate submission.

2.3.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, and phone number of the person(s) to contact who will be authorized to represent your firm.

2.3.2 Minimum Experience Qualifications Summary

Provide a statement of professional experience and ability. NOTE: The appraiser must have been State licensed for a minimum of three years and provide evidence of membership designation in at least one national professional appraiser association for a minimum of one year.

2.3.3 Management/Method of Operation

Provide detailed description outlining your firm's approach to provide the service (include cycle time strategy – timely delivery of appraisal services to the customer). Highlight innovative ideas your firm may have to provide to the City and ICLB, and describe in detail your procedures and management techniques.

2.3.4 References

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

2.3.5 Corporate Structure/Organization

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-contractors. Designate the Principal in Charge and other key personnel. Include résumés. Also provide a description of the experience your firm has had with similar processes.

2.3.6 Proposal Fee

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist's fee structure may be subject to negotiation. See **Schedule A** for fee structure bidding format.

2.3.7 The proposal must be submitted, typewritten on 8.5" x 11" white paper and must be bound in a secure manner.

2.3.8 Material and data not specifically requested for consideration, but which the respondent wishes to submit must not appear with the proposal form, but may appear only in an "Additional Data" section. This has specific reference to the following types of data:

- Generalized narrative or supplementary information
- Supplementary graphic material

2.3.9 All proposals must be signed with the full name of the respondent, by the sole proprietor, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

2.3.10 When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

2.3.11 If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

2.3.12 The original proposal must have wet ink signatures. Modifications to a proposal after the

proposal submittal deadline will not be accepted by the City and/or ICLB.

2.3.13 The original proposal and 3 copies must be submitted to:
Ingham County Land Bank
422 Adams
Lansing, MI 48906

Electronic submissions will be accepted by e-mail at info@inghamlandbank.org however the original wet ink signed cover letter must also be received by mail or delivered to the ICLB address above by the proposal due date. Electronic submissions must include the signature(s) of the respondent's authorized representative as described herein.

3.0 EVALUATION PROCEDURE AND CRITERIA

The evaluation panel may consist of City and ICLB staff and any other person(s) designated by the them who will evaluate all submitted proposals. The panel will evaluate the proposals based on, but not limited to, the following criteria submitted:

- Cover letter (signed):
- Technical competence and comparable experience of project team members;
- Experience of team working together on previous projects and on assessment and planning projects;
- Creative approach and understanding of the project;
- Experience in customer service as it relates to the field;
- Capacity of the respondent to perform the service;
- Past service record-References of existing customers;
- Fee Schedule: completed and signed;**
- Non-Collusion Affidavit form completed and signed;**
- References consisting of other municipalities contracting with respondent for same or similar types of service;
- Ability to meet the identified schedule;
- Financial ability to guarantee negotiated cost and bear expenses above that cost;
- Minority/Female Business Enterprise Certification form completed and signed;**
- Non-Collusion Affidavit and Certification forms completed and signed; &**
- Overall comprehensiveness of proposal
- Recent Experience in comparable valuation work in the Lansing market area.
- Any other criteria as best suits the City and ICLB.

NOTE: An evaluation interview may be required to further evaluate respondents proposal – subject to need and time availability.

3.1 PROPOSAL DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the respondent and shall not be chargeable in any manner to the City or ICLB.

3.2 RESPONDENT CONTACT

Respondent shall provide the name, address and telephone number of an individual in their organization to whom notices and inquiries by the City or ICLB should be directed as part of this proposal.

Respondent, if awarded the contract by the City of Lansing or ICLB, agrees to comply with all Federal Requirements listed below, and to cause compliance by any of its subcontractors or subgrantees as applicable to the contract and its scope of work.

1. Respondent agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 1125 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applicable to all construction contracts awarded in excess of \$10,000.00 by Respondent or its subcontractors.)
2. Respondent agrees to comply with the Copeland "Anti-Kickback" act (18 U.S. C. 874) as supplemented by Department of Labor regulations (29 CFR part 3). (Applicable to all contracts and subcontracts.)
3. Respondent agrees to comply with the Davis-Bacon Act (40 U.S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applicable to construction contracts in excess of \$2000 for CDBG rehab projects of 8 units or more and HOME projects of 12 units or more.)
4. Respondent agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C 327A 330) as supplemented by Department of Labor regulations (20 CFR part 5). (Applicable to construction contracts awarded by Respondent and/or its subcontractors in excess of \$2000, and for other contracts in excess of \$2500 which involve the employment of mechanics or laborers.)
5. Respondent agrees to comply with City of Lansing, ICLB and HUD requirements and regulations pertaining to reporting, including but not limited to providing demographic data and evidence of compliance with city and federal procurement rules.
6. Respondent agrees that if this contract results in any patentable inventions, the City of Lansing and ICLB reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
7. Respondent agrees that if this contract results in any copyrightable material, the City of Lansing and ICLB reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
8. Respondent agrees to provide access by the City of Lansing, ICLB, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract and any related contracts or records for the purpose of making audit, examination, excerpts, and transcriptions.
9. Respondent agrees to retain all required records for three years after completion of the work, receipt of final payments and all other pending matters are closed.
10. Respondent agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S. C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
11. Respondent agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

SCHEDULE "A"
(Submit with Proposal)
CITY OF LANSING and/or ICLB
REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQP)
TO PROVIDE APPRAISAL SERVICES

PROPOSAL FEE SCHEDULE

Provide an appraisal fixed fee based upon satisfactorily completed tasks for residential appraisals in accordance with the referenced RFQP. All work connected with this bid is expected to start by **April 2009** and be completed no later than **March 2011**.

TASK/FEE CHART

Services to be provided	Amount of fixed fee charged for completed appraisal	Hourly fee charged for services for special appraisal assignments with amended scope	Hourly fee for testimony, if required.
Residential Appraisal (one to four units)			
Residential Review Appraisal* (one to four units)			
Residential Appraisal (greater than four units)			
Residential Review Appraisal* (greater than four units)			
Bulk price per unit for bundled appraisal assignments at 3 or more scattered sites.			

* **Note:** A review appraisal is not anticipated; however, in the event of a complicated project or properties to be acquired this service might be part of the tasks to be provided. It is anticipated that most appraisals will be for one unit per address, however appraisals may be needed for multifamily properties.

Any questions regarding this project or proposal should be directed to _____.

FIRM _____

ADDRESS _____

SIGNED BY _____

TITLE OR AGENCY _____

DATE _____

TELEPHONE NO. _____

NOTE: Pricing will not be disclosed at proposal opening. Finalist's pricing may be subject to negotiation. The City, at the conclusion of negotiations, may request "best and final" offer from the finalist.

(Submit with Proposal)

RESPONDENT'S AGREEMENT

In submitting this proposal, as herein described, the respondent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. If selected, they will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached non-collusion affidavit form, whether individual, corporate or partnership.
4. They have reviewed all clarifications/questions/answers on the ICLB website at <http://www.inghamlandbank.org/>
5. Confidentiality: Successful Respondent hereby acknowledges that information provided by the City of Lansing and/or ICLB during the administration of the appraisal services contract is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Qualifications and Proposals. Breach of confidentiality shall be just cause for immediate termination of contract agreement, and possible legal action.

NAME OF FIRM _____

ADDRESS _____

SIGNED BY _____

TITLE OR AGENCY _____

DATE _____

TELEPHONE NO. _____

E-MAIL ADDRESS _____

FAX NO. _____

(Submit with Proposal)

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR

STATE OF MICHIGAN }
COUNTY OF INGHAM }SS

_____, being first duly sworn, deposes and says that he or she is _____

(Title) of _____(company) the party making the foregoing proposal
that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the proposal is genuine and not collusive or
sham; that the proposal has not directly or indirectly induced or solicited any other proponent to put in
a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed
with any proposal or anyone else to put in a sham proposal, or that anyone shall refrain from
proposing; that the proposal has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the proposal price of the proponent or any other
proposal, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other
proposal, or to secure any advantage against the public body awarding the contract of anyone
interested in the proposed contract; that all statements contained in the proposal are true; and,
further, that the proposal has not, directly or indirectly, submitted his or her proposal price or any
breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid,
and will not pay, any fee to any corporation, partnership, company, association, organization,
proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature of Proposer

Business Address

Place of Residence

	State of Michigan } County of Ingham } On _____ before me, _____ personally appeared
	_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. _____ NOTARY PUBLIC SEAL NOTARY PUBLIC SIGNATURE

(Submit with Proposal)

NON-COLLUSION CERTIFICATION

(1) City of Lansing's (City) federally funded agreements with the U.S. Department of Housing and Urban Development, and State of Michigan prohibits any member, officer, or employee of the City or their designees or agents, which shall include Ingham County Land Bank (ICLB), and any members of the governing body of the locality in which this project is situated, and any other public official of such locality or localities who exercises any functions or responsibilities with respect to the City's Community Development Program or this project during his tenure or for one year thereafter, from having any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, in work to be performed in connection with projects assisted with Community Development funds.

(2) Contractor stipulates that no public official, as described in the preceding paragraph, has any interest, direct or indirect, in this contract or any subcontract, or the proceeds thereof, in work to be performed in connection with this project.

(3) Contractor agrees to include or cause to be included the regulations in Paragraphs (1) and (2) of this section in every subcontract in connection with this project.

Community Development Project Name _____

Contractor/Vendor*

Date

Signature

Address

Title

(Submit with Proposal)

CITY OF LANSING DEVELOPMENT OFFICE and/or
ICLB
MINORITY AND FEMALE BUSINESS ENTERPRISE
CERTIFICATION FORM

1. _____
Name of Firm

2. _____
Business Address City State Zip

3. _____
Name of Person to Contact (list one only) Telephone Number

4. Type of Ownership *Check Only One*
____ Sole Ownership ____ Partnership ____ Joint Venture
____ Other ____ Corporation

Also check, if applicable, whether the business is:

____ Female Owned ____ Minority Owned

In order to qualify as a female or minority-owned business, at least 51% of ownership must meet the criteria.

5. Contractor's License # / Engineer or Architect License # / Tax Identification #

A. License Class _____ # _____ Expiration Date _____
Name of License Qualifying Individual _____

B. License Class _____ # _____ Expiration Date _____
Name of License Qualifying Individual _____

C. Employer Identification (IRS Tax ID #) _____

6. Nature of Firm's Business: _____

_____ Years in Business: _____

- PLEASE SUBMIT WITH PROPOSAL-

7. Identify all individuals who own 5% or more of this firm. (With firms less than 100% minority owned, list the contributions of money, equipment, real estate or expertise of each owners.)

Name	Sex	Years Owned	% Owned	% Voting
Ethnicity: (select <i>only one</i>)				
<input type="checkbox"/>				
Hispanic or Latino				
<input type="checkbox"/>				
Not Hispanic or Latino				
Race: (select <i>one or more</i>)				
<input type="checkbox"/>				
American Indian or Alaska Native				
<input type="checkbox"/>				
Asian				
<input type="checkbox"/>				
Black or African American				
<input type="checkbox"/>				
Native Hawaiian or Pacific Islander				
<input type="checkbox"/>				
White				

Name	Sex	Years Owned	% Owned	% Voting
Ethnicity: (select <i>only one</i>)				
<input type="checkbox"/>				
Hispanic or Latino				
<input type="checkbox"/>				
Not Hispanic or Latino				
Race: (select <i>one or more</i>)				
<input type="checkbox"/>				
American Indian or Alaska Native				
<input type="checkbox"/>				
Asian				
<input type="checkbox"/>				
Black or African American				
<input type="checkbox"/>				
Native Hawaiian or Pacific Islander				
<input type="checkbox"/>				
White				

Name	Sex	Years Owned	% Owned	% Voting
Ethnicity: (select <i>only one</i>)				
<input type="checkbox"/>				
Hispanic or Latino				
<input type="checkbox"/>				
Not Hispanic or Latino				
Race: (select <i>one or more</i>)				
<input type="checkbox"/>				
American Indian or Alaska Native				
<input type="checkbox"/>				
Asian				
<input type="checkbox"/>				
Black or African American				
<input type="checkbox"/>				
Native Hawaiian or Pacific Islander				
<input type="checkbox"/>				
White				

For Additional Owners: Please Add Sheets as Necessary

8. Are you authorized to do business in the State as well as locally, including all necessary business licenses?

{ } Yes { } No

9. Is your firm registered as a small business with:

Michigan Office of Small Business? { } Yes { } No
 Federal Office of Small business? { } Yes { } No

10. Indicate if this firm or other firms with any of the same officers have previously received or been denied certification or participation as an MBE or WBE and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.

(Submit with Proposal)

VERIFICATION

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of _____ (name and firm) as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the City of Lansing Development and/or ICLB Official current, complete and accurate information regarding actual work performed on the project, the payment thereof and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."

NOTE: If, after filing this schedule, and before the work on any contract covered by this regulation, there is any significant change in the information submitted, you must inform the City and/or ICLB of the change, either through the prime contractor or to the City and/or ICLB directly.

Signature _____

Title _____

Printed Name _____

Date Signed _____

(Submit with proposal and update prior to each contract for services at specific address(es))

SAMPLE - INSURANCE & INDEMNIFICATION REQUIREMENTS

- INSURANCE**. In addition to any other insurance or bond required under this Agreement, the Respondent shall procure and maintain for the duration of this Agreement the following types and limits of insurance (“basic insurance requirements” herein):
- Professional liability insurance**, providing coverage on claims made basis for errors and omissions with limits of not less than One Million Dollars (\$1,000,000) aggregate; and
- Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - Provide coverage for owned, non-owned and hired autos.
- Broad form commercial general liability insurance**, unless otherwise approved by the City and ICLB, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - Provide contractual liability coverage for the terms of this Agreement.
 - Contain an additional insured endorsement in favor of the City, ICLB, their elected officials, officers, agents, employees and volunteers.
 - Contain an additional insured endorsement in favor of the City, ICLB, their elected officials, officers, agents, employees and volunteers.
- Workers’ compensation insurance** with statutory limits and employer’s liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of the City and/or ICLB, their elected officials, officers, agents, employees and volunteers.
 - Except for professional liability, all policies required of the Respondent shall be primary insurance as to the City, ICLB, their elected officials, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by the City, ICLB, their elected officials, officers, agents, employees and designated volunteers shall be excess of the Respondent’s insurance and shall not contribute with it.
 - Except for workers’ compensation, insurance is to be placed with insurers with a Bests’ rating as approved by City and ICLB. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, must be declared prior to execution of this Agreement and approved by the City and ICLB in writing.
 - All policies shall contain an endorsement providing the City and ICLB with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any

recovery on any policy. Copies of policies shall be delivered to City and ICLB on demand.

- The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the City and ICLB.
- The Respondent shall furnish the City and ICLB with a certificate of insurance and required endorsements evidencing the insurance required. The City and/or ICLB may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.
- Full compensation for all premiums which the Respondent is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under this Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.
- It is further understood and agreed by the Respondent that its liability to the City and/or ICLB shall not in any way be limited to or affected by the amount of insurance obtained and carried by the Respondent in connection with this Agreement.
- Unless otherwise approved by the City and/or ICLB, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the City and/or ICLB has approved lesser insurance requirements for Respondent.
- THIRD PARTY CLAIMS.** In the case of public works contracts, City and/or ICLB will timely notify Respondent of third party claims relating to this contract. City and/or ICLB shall be allowed to recover from Respondent, and Respondent shall pay on demand, all costs of notification.
- INDEMNITY.**
 - RESPONDENT shall indemnify, defend and hold harmless City, ICLB and their officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Respondent, Respondent's employees, agents, independent contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement to the extent caused by Respondent, Respondent's employees, agents, independent contractors, companies or subcontractors.

(Submit with each Appraisal Report)

CERTIFICATE OF APPRAISER – SAMPLE

I hereby certify: That on _____(date), I personally made a field inspection of the property herein appraised and have afforded the owner or a designated representative the opportunity to accompany me on this inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal.

The property being appraised and the comparable sales relied upon in making this appraisal were as represented in the appraisal. That to the best of my knowledge and believe the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with the acquisition of property for a project utilizing U.S. Department of Housing and Urban Development, Federal Emergency Management Administration (FEMA) Pre-Disaster Mitigation Funds, and/or other state, ICLB, or local funds. That such appraisal has been made in conformity with appropriate laws, regulations, and policies and procedures applicable to appraisal of property for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the project for which such property is acquired, or by the likelihood that the property would be acquired for such project, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein. That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency or officials of the U.S. Department of Housing and Urban Development, and/or Federal Emergency Management Association (FEMA), and/or State of Michigan, and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That I have not given consideration to, or included in my appraisal, any allowance for relocation assistance benefits. That my opinion of the fair market value of the property to be acquired as of the ___ day of _____ 20__ is \$_____ based upon my independent appraisal and the exercise of my professional judgment.

Name _____ -

Signature _____

Date _____ -

Note: Other statements, required by the regulations of a national appraisal organization of which the appraiser is a member or by circumstances connected with the appraisal assignment or the preparation of the appraisal, maybe inserted where appropriate.