



Texas Appraiser Licensing & Certification Board

1700 North Congress Avenue, Suite 400
Austin, Texas 78701

REQUEST FOR QUALIFICATIONS PROFESSIONAL REAL ESTATE APPRAISAL SERVICES

RFQ # 329-20-5003

Posting Date: July 25, 2019

RFQ Submission Deadline:
August 15, 2019, 5:00 PM (CST)

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ARTICLE 1. SUMMARY, AUTHORITY, CONTRACT TERM & DEFINITIONS

1.1 SUMMARY

The Texas Appraiser Licensing & Certification Board (TALCB) is requesting Statements of Qualifications (SOQs) from Texas Certified General Appraisers to perform professional appraisal review and related services. The purpose of the appraisal reviews is to determine if a Texas Certified General Appraiser applicant's or license holder's appraisal / appraisal review reports and the related work files generally conform to the *Uniform Standards of Professional Appraisal Practice (USPAP) edition in effect* on the date of the report.

1.2 AUTHORITY

TALCB is soliciting the services listed herein under Chapter 2254, Subchapter A of the Texas Government Code, Professional Services.

1.3 CONTRACT AND TERM

TALCB intends to award one or more contract(s) for the services solicited herein. Any contract resulting from this solicitation shall be effective as of contract execution (date of purchase order) and shall terminate on August 31, 2020. TALCB, at its own discretion, may renew any contract awarded pursuant to this solicitation for up to one (1) additional one-year term, subject to terms and conditions mutually agreeable to both parties. TALCB may, in its sole discretion, terminate any contract that resulted from this solicitation upon thirty (30) days' written notice to the Provider.

1.4 DEFINITIONS

- (a) Addendum – written clarification or revision to the Request for Qualifications issued by the Texas Appraiser Licensing & Certification Board.
- (b) Affiliate – any individual or entity that, directly or indirectly, is in control of, is controlled by, or in under common control with, Respondent.
- (c) Agency - TREC and TALCB, together as a self-directed, semi-independent agency of the State of Texas
- (d) AQB – Appraiser Qualifications Board
- (e) ASA – American Society of Appraisers
- (f) Client - TALCB Standards & Enforcement Services Division
- (g) Contract – The contract (purchase order) awarded as a result of this RFQ
- (h) Provider – the Respondent(s) awarded a contract under this Solicitation.
- (i) RFQ - Request for Qualifications
- (j) Solicitation – This RFQ
- (k) SOQ – Statement of Qualifications

- (l)** Respondent or Vendor – Any individual, partnership, or corporation submitting a proposal in response to the RFQ who is capable of providing the requested service
- (m)** Response – the Respondent’s entire response to this RFQ, including all documents requested in this solicitation.
- (n)** TAC – Texas Administrative Code
- (o)** TALCB – Texas Appraiser Licensing & Certification Board an independent subdivision of the Texas Real Estate Commission
- (p)** TALCB SES - Texas Appraiser Licensing & Certification Board- Standards & Enforcement Services
- (q)** USPAP – Uniform Standards of Professional Appraisal Practice

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ARTICLE II: SCOPE OF WORK AND COMPENSATION

2.1 SCOPE OF SERVICES

TALCB will request appraisal review and related services from Provider(s) for commercial experience audits and/or complaints on an as-needed basis. There is no guarantee of the volume of work that may be assigned throughout the duration of the contract. To be considered for a given assignment, Provider must respond to an assignment request inquiry by TALCB within three (3) business days by submitting a written Contract Review Appraiser Engagement Letter (Exhibit A). Provider must submit its completed appraisal review reports and related documents to TALCB SES not later than 30 days after acceptance of the assignment. This deadline may be extended with written approval from TALCB for documented good cause on a case-by-case basis.

2.1.1 Appraisal Service Requirements

Each commercial experience audit will involve the review of two (2) separate commercial real property appraisals and/or commercial real property review appraisals. The Provider shall review all reports for compliance with the applicable USPAP requirements. Provider must respond to inquiries from the TALCB staff within three (3) business days.

The Provider may access the audit appraisal report and work file via a shared OneDrive file. A link will be sent by TALCB to the Provider for accessing the files.

Regarding the commercial property reviews the following conditions apply:

Intended User: TALCB SES

Intended Use: Assist in completion of an experience audit

Purpose: Provide an opinion as to the appraisal's general compliance with USPAP. Areas of compliance include the PREAMBLE, DEFINITIONS, RULES, and STANDARDS applicable to the appraisal(s) being reviewed.

To meet a standard of general compliance, the work product must have:

- Demonstrated the use of recognized methods and techniques necessary in developing the appraisal's opinions and conclusions
- Resulted in a credible appraisal, in which any areas of non-compliance did not detract from the overall credibility of the appraisal
- Communicated assignment results in a manner that was not misleading (taken in the context of the appraisal's intended use and intended user)

The assignment entails the following criteria:

- Read and review the assigned appraisal reports for USPAP compliance
- Review the related work file for USPAP compliance
- Confirm or verify, as necessary, the data sources and information used in the appraisal to establish their accuracy and correctness
- Confirm or verify, as necessary, the appropriateness, accuracy, and correctness of the recognized methods and techniques used in the appraisal
- Produce a USPAP-compliant appraisal review for the stated intended use and communicate assignment results via the required form

The Provider's appraisal reviews must be in full compliance with the current Edition of USPAP and completed using the USPAP Checklist for Appraisals/Appraisal Reviews Form 14-3 (Exhibit B).

If the quality of the work performed by the Provider does not meet TALCB expectations and/or compliance, the appraisal review will be resubmitted and revised by the Provider at no additional cost to TALCB.

Per Texas Occupational Code 1103.460, information related to an experience audit is confidential. Provider must refrain from disclosing information received or assignment results without approval.

2.1.2 Additional Appraisal Work

Throughout the duration of the contract, Providers may be requested to provide additional appraisal services including, without limitation, reviewing appraisal reports for complaints, providing expert witness testimony, and/or other special appraisal services as required on an as needed basis.

2.2 COMPENSATION AND FEES

The fee(s) for any given assignment will be negotiated with each Provider upon selection of qualified appraisers. Compensation will be based on deliverables. Respondents must provide a fee quote form (Exhibit F) for appraisal review services described above that may be performed in response to the Solicitation. This information must be included in the Proposal (see Section 5.6).

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ARTICLE III – SOLICITATION RESPONSE EVALUATION & AWARD PROCESS

3.1 EVALUATION CRITERIA

3.1.1 Conformance with State Law Solicitation

Responses shall be evaluated in accordance with Section 2254.003 of the Texas Government Code. TALCB shall make an award to the Respondent based on demonstrated competence and qualifications to perform the required services. Solicitation Responses must not include any information regarding Respondent's fees, pricing, or other compensation; TALCB and Provider shall negotiate a fair and reasonable price for the services provided.

3.1.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected. Respondent shall submit a summary (not to exceed two pages) that provides specific support for meeting the minimum qualifications outlined in this Section. This support can specifically state how the Respondent meets each minimum qualification or can direct the evaluators to the appropriate section of the Solicitation Response that provides support for the Respondent satisfying each minimum qualification.

- 3.1.2.1 Must have a current license as a Certified General Appraiser in Texas;
- 3.1.2.2 Must not have been subject to any agreed orders or disciplinary actions by the TALCB (no disciplinary history);
- 3.1.2.3 Must have at least 6 years experience as a certified general real estate appraiser;
- 3.1.2.4 Must have at least 3 years experience performing USPAP-compliant appraisal review work;
- 3.1.2.5 Compliance with USPAP Standards 3 and 4 and other applicable USPAP requirements in performance of work assignments
- 3.1.2.6 Must have competency for market area at issue in work assignments;
- 3.1.2.7 Must have access to recognized commercial market data sources necessary to produce credible assignment results.

3.1.3 Preferred Qualifications

- 3.1.3.1 Current AQB Certified USPAP instructor
- 3.1.3.2 AI-RRS/AI-GRS designations from the Appraisal Institute
- 3.1.3.3 SRA/MAI designations from the Appraisal Institute
- 3.1.3.4 AM/ASA designations from the American Society of Appraisers
- 3.1.3.5 Appraisal Review and Management (ARM) Certification from the American Society of Appraisers

3.1.4 Selection Criteria Solicitation

Responses shall be consistently evaluated and scored in accordance with the following criteria:

3.1.4.1 Qualifications of Respondent, including references (60%);

3.1.4.2 Demonstrated competence in the performance of past appraisal services (30%);

3.1.4.3 Overall responsiveness, clarity, and organization of the Response (10%).

TALCB will also review the Texas Comptroller of Public Accounts Vendor Performance Tracking System to verify vendor performance on other State contracts. The evaluation committee may utilize this information to: a) Identify vendors that have exceptional performance; b) Aid purchasers in making a best value determination based on vendor past performance; and c) Protect the state from vendors with unethical business practices. NOTE: To clarify any response, the Solicitation evaluation committee may contact references provided in response to this Solicitation, contact Respondent's clients, or solicit information from any available source concerning any aspect of the Solicitation deemed pertinent to the evaluation process.

3.2 Interviews

TALCB may require telephonic interviews with any or all Respondents. Respondents will be provided with notice of any such interview. Failure to participate in the requested interview may eliminate a Respondent from further consideration. TALCB is not responsible for any costs incurred by the Respondent in preparation for the interview.

3.3 Multiple Awards

It is TALCB's intent to award multiple contracts under this Solicitation. Award notice(s) will be sent to the selected Respondent(s). Neither TALCB's issuance nor Respondent's receipt or acceptance of an award notice forms a contract between TALCB and the selected Respondent. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the TALCB Commissioner. Negotiations shall be confidential and not subject to disclosure to competing Respondents unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, TALCB may negotiate a contract with the next highest scoring Respondent or may withdraw this Solicitation. NOTE: Solicitation Responses are subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and will be withheld from or released to the public only in accordance therewith.

3.4 Best Value and Award Process

TALCB will consider best value for the state as directed by Texas Government Code § 2155.074 when awarding a Contract to a Vendor(s). Any award of a contract for appraisal services will be made to Vendor(s) whose is best qualified and their Response meets the requirements of TALCB.

3.4.1 Award Notice

TALCB will issue a notice of award (purchase order) and enter into a contract with the successful Vendors in response to this RFQ.

3.5 Invoicing and Payment

To receive payment for the services provided, Vendor must submit an original invoice to the Agency, which will be designated in the purchase order as the "Bill To" address. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments:

- (1) Name and address of the Contractor.
- (2) Contractor's Texas Identification Number (TIN).
- (3) Contractor's invoice remittance address.
- (4) The purchase order number issued by the Agency.
- (5) A description of what the Vendor delivered, including, as applicable, the time period, unit price, quantity, and total price of the products and services.

Vendors who have never received payment from the State of Texas must register as a vendor. Also, it is requested that direct deposit be established to receive payment. The following forms can be found on the Texas State Comptroller's website at:

<https://fmx.cpa.texas.gov/mt/fmx/forms/index.php>

Application for Texas Identification Number AP-152

Vendor Direct Deposit Authorization 74-176

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ARTICLE IV – ADMINISTRATIVE INFORMATION

4.1 SCHEDULE OF EVENTS

Event	Date/Time
Issue Solicitation	July 25, 2019
Deadline for Submitting Questions	August 5, 2019 at 3:00PM (CST)
Deadline for Agency to Respond to Questions	August 8, 2019
Deadline for Submission of Solicitation Responses	August 15, 2019 at 5:00PM (CST)
Evaluation Period	August 16, 2019 to August 22, 2019
Selection and Award Notice	August 26, 2019
Contract Development, Negotiation and Execution	August 27, 2019 thru September 5, 2019

NOTE: These dates represent a tentative schedule of events. The TALCB reserves the right to modify these dates at any time prior to the deadline for submission of Solicitation Responses upon notice posted on the Electronic State Business Daily (ESBD) website at: <http://www.txsmartbuy.com/sp> . Please search under agency code 329.

4.2 INQUIRIES

4.2.1 Contacts

All inquiries shall be submitted in writing by e-mail to TALCB's Purchasing Team at procurement@trec.texas.gov by August 5, 2019 at 3:00PM (CST), the date listed as the deadline for submission of questions as specified in Section 4.1 above.

TALCB Purchasing Team Contacts:

Sandy Jones, CTCD, CTCM
Staff & Support Services
Texas Real Estate Commission & Texas Appraiser Licensing & Certification Board
Phone: (512)936-3589
sandy.jones@trec.texas.gov

Mary Beth Hanna, Purchaser
Staff & Support Services
Texas Real Estate Commission & Texas Appraiser Licensing & Certification Board
Phone: (512)936-3239
mary.hanna@trec.texas.gov

4.2.2 Clarifications

TALCB will allow written requests for clarification of this Solicitation. Questions must be e-mailed to the point-of-contact listed in Section 4.2.1 above. Respondents' names shall be removed from questions in the responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a) Solicitation Number RFQ# 329-20-5003
- b) Section number
- c) Paragraph number
- d) Page number
- e) Text of passage being questioned
- f) Question

Note: The deadline for submitting questions is noted in Section 4.1 above. Please provide company name, address, phone number, e-mail address, and name of contact person when submitting questions.

4.2.3 Responses

All inquiries will result in written responses with copies posted to the Electronic State Business Daily (ESBD) at: <http://www.txsmartbuy.com/sp>. Responses will be posted as an Addendum to the Solicitation. It is the Respondent's responsibility to check the ESBD for updated responses.

4.2.4 Prohibited Communications

Upon issuance of this RFQ, except for the written inquiries described in Section 4.2.1 and a 4.2.2 above, TALCB or its representatives will not answer questions or otherwise discuss the contents of the RFQ with any potential Respondent or its representative(s). Failure to observe this restriction may disqualify the Respondent. Respondent shall rely only on written statements issued through or by the TALCB purchasing team. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this RFQ.

4.3 Solicitation Response

4.3.1 General Requirements

Respondents shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities under this Solicitation. Respondents shall complete and submit electronically one (1) Statement of Qualifications, including all documents requested in the *Submission Checklist* (Exhibit C), in Portable Document File (.pdf) file format.

Any terms and conditions attached to a Solicitation Response will not be considered unless specifically referred to in this Solicitation. Failure to meet these conditions may result in disqualification of the Solicitation Response, and Respondent shall receive no further consideration.

4.3.2 Solicitation Response Format

For ease of evaluation, the Solicitation Response shall be presented in a format that corresponds to the order requested in Exhibit C, Submission Checklist. Responses to each section and subsection shall be labeled clearly to indicate the item being addressed. Exceptions to this will be considered during the evaluation process.

4.3.3 Response Submission Deadline

Solicitation Responses shall be submitted electronically to procurement@trec.texas.gov and Sandy Jones at sandy.jones@trec.texas.gov **not later than August 15, 2019, 5:00PM (CST)**. Responses received after the deadline will not be considered and the Agency assumes no responsibility for responses received after that time. Respondents may submit their responses any time prior to that deadline.

Solicitation Responses may be modified, altered, or withdrawn by notifying the point-of-contact listed in Section 4.2.1. above, provided such notice is received prior to the deadline for submission of Solicitation Responses.

4. 4 REQUIREMENTS FOR SUBMISSION OF RESPONSE

4.4.1 EXECUTION OF RESPONSE

Respondent must submit the Execution of Response document (Exhibit D) with proposal. By executing this response, Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. Failure to sign and return the Execution of Response document, or signing it with a false statement, voids the submitted offer or any resulting contracts, and the Respondent may be removed from all bid lists.

4.4.2 STATEMENT OF QUALIFICATIONS (Refer to Article V)

Respondent must submit required information listed in Article V including all documents on the Submission Checklist (Exhibit C).

4.5 COST OF SUBMITTING THE RESPONSE

TALCB will not reimburse a Respondent for any costs related to preparing and submitting a Response. Respondents are responsible for expenses related to the preparation and submission of its Response.

4.6 PUBLIC INFORMATION ACT DISCLOSURES

Except as provided here, TALCB will not consider any Proposal bearing a copyright or is marked proprietary and/or confidential. Respondent proposals are subject to Chapter 552, Texas Government Code (Public Information), (PIA) and may be disclosed to the public upon request. The proposal and other submitted information is presumed to be subject to disclosure unless a specific exception to disclosure under the PIA is identified for each piece of information or portion of the response marked "Confidential and Proprietary." If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, **the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA.** Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is unacceptable and makes the entire Proposal subject to release under the PIA. In order to trigger the process of seeking an Attorney General's opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described above. **Any information which is not clearly identified as proprietary or confidential is subject to disclosure pursuant to the PIA.** The Respondent, by submitting a Proposal, is irrevocably deemed to have fully indemnified and agreed to defend the Agency from any claim of infringement in the intellectual rights of Respondent or any third party for any materials appearing in the Proposal.

ARTICLE V – REQUIRED RESPONDENT INFORMATION

5.1 RESPONDENT INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to perform the specified services on time. In accordance with this requirement, Respondent shall provide the following information:

5.1.1 Review Appraiser Narrative

Provide a detailed narrative explaining why Respondent is qualified to provide the services specified in Article II, focusing on his/her key strengths and competitive advantages.

5.1.2 Respondent Profile

Provide a profile to include:

- a) The name, title, mailing address, e-mail address, and telephone number of Respondent's point of contact for any resulting contract under this Solicitation; and
- b) Indicate whether you have ever been engaged under a contract by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.
- c) Provide two (2) samples of work product of appraisal reviews for USPAP compliance.
- d) Respondent must provide resumes for the Providers that will be responsible for the performance of the services requested in this solicitation.

5.2 REFERENCES

Respondent shall provide a minimum of three (3) references for appraisal reviews performed by the individual appraiser of similar type and size performed within the last three (3) years, preferably for state and/or local government entities. TALCB reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

Reference information shall include:

- a) Client name;
- b) Appraisal review description;
- c) Client contact information – name, telephone number and e-mail address.

5.3 LITIGATION HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any actual or alleged breaches of contract of which Respondent has been accused or found liable. In addition, Respondent must disclose any civil or criminal litigation or investigation pending at any time during the last three years that involves Respondent or in which Respondent has been judged guilty or liable.

For each instance of litigation or investigation, Respondent shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Respondent or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Respondent's involvement (e.g., settled, dismissed, judgment entered, etc.).

Failure to comply with the terms of this provision may disqualify any Respondent. Solicitation Responses may be rejected based upon Respondent's prior history with the state of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

If Respondent has no litigation history, as described above, please indicate in the appropriate section of the Solicitation Response.

5.4 HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

It is the policy of TALCB to promote and encourage contracting and subcontracting opportunities for State of Texas certified Historically Underutilized Businesses (HUBs) in all contracts in compliance with Texas Government Code Chapter 2161.

TALCB encourages eligible Respondents to become State of Texas certified HUBs. More information and State of Texas applications may be found at:

<https://www.comptroller.texas.gov/purchasing/vendor/registration>

An evaluation of potential subcontracting opportunities was conducted for this contract in accordance with Texas Government Code §2161.252, and it was determined that this contract does not contain any probable subcontracting opportunities. Therefore, TALCB is not requiring a HUB Subcontracting Plan (HSP) to be submitted with this proposal.

5.5 CONFLICTS

Respondent must disclose any potential conflict of interest it may have in providing the services described in this Solicitation, including all existing or prior arrangements. If Respondent has no conflicts as described above, so indicate in the appropriate section of the Solicitation Response.

5.6 FEE QUOTE FORM

Respondent must provide a Fee Quote Form (Exhibit F) indicating not-to-exceed hourly rates and estimated hours expected to complete investigative reviews and not-to-exceed fixed costs for services required to perform experience audits (2 reviews per audit) as described in this Solicitation.

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ARTICLE VI. TERMS, CONDITIONS AND EXCEPTIONS

6.1 GENERAL CONDITIONS

6.1.1 Amendment

TALCB reserves the right to alter, amend, or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time, if it is in the best interest of TALCB.

6.1.2 Informalities

TALCB reserves the right to waive minor informalities and irregularities in any Solicitation Response received.

6.1.3 Rejection

TALCB reserves the right to reject any or all Solicitation Responses received prior to contract award.

6.1.4 Irregularities

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the point-of-contact listed in Section 4.2.1 as soon as possible, so that corrective addenda may be furnished to prospective Respondents.

6.1.5 Offer Period

Solicitation Responses shall be binding for a period of one hundred twenty (120) days after they are opened. Respondents may extend the time for which their Solicitation Response will be honored. Upon contract execution, prices agreed upon by the Respondent(s) are an irrevocable offer for the term of the contract and any contract extension(s). No other costs, rates, or fees shall be payable to the Respondent unless expressly agreed upon in writing by TALCB.

6.1.6 Open Records

The original copy of each Solicitation Response shall be retained in the official files of the agency as a public record. Solicitation Responses and all other documents associated with this Solicitation will be withheld or released upon written request only in accordance with the PIA of the Texas Government Code. To the extent that a Respondent wishes to prevent the disclosure of portions of its Solicitation Response to the public, Respondent shall be responsible for demonstrating the applicability of any exception to disclosure provided under the PIA in accordance with the procedures prescribed by the PIA. Respondent may clearly label individual documents "confidential" or "trade secret" to demonstrate that it believes certain information is excepted from disclosure may be legally withheld from the public. Respondent thereby agrees to indemnify and defend TALCB for honoring such a designation. The failure of Respondent to clearly label such documents shall constitute a complete waiver of any and all claims for damages caused by TALCB's release of these records.

6.1.7 Contract Responsibility Respondent shall be solely responsible for the performance of all contractual obligations that may result from an award based on this Solicitation.

6.1.8 Public Disclosure

Respondent will not advertise that it is doing business with TALCB or use a contract resulting from this Solicitation as a marketing or sales tool without prior written consent of TALCB. Furthermore, Respondent may not distribute or disclose this Solicitation to any other vendors or companies without permission from TALCB.

6.2 PROTEST

Any Respondent who is unsuccessful or aggrieved in connection with this Solicitation may file a protest in accordance with Title 31, Section 3.50 of the Texas Administrative Code.

EXHIBIT A – Sample Engagement Letter



TALCB Standards & Enforcement Services
 (512) 936-3621
 enforcement@talcb.texas.gov

Contract Review Appraiser Engagement Letter Audit and Complaint Assignments

Date:

Contract Review Appraiser/License Number:

This letter engages you to provide appraisal reviews of commercial appraisals (appraisal reviews), *appraisal (or appraisal review reports), and related work files*. The appraisals are identified as:

Property Address	Audit / Complaint	Case Number	Effective Date	Report Date

Assignment Conditions:

Regarding these reviews the following conditions apply:

Intended User: TALCB Standards & Enforcement Services

Intended Use: Assist in the resolution / disposition of the above-referenced case(s).

Purpose: Provide an opinion as to the appraisal’s compliance with USPAP. Areas of compliance include the PREAMBLE, DEFINITIONS, RULES, and STANDARDS applicable to the appraisals (and/or appraisal reviews) being reviewed.

To meet a standard of general compliance for audits or overall compliance / credibility for complaints, the work product must have:

- Utilized recognized methods and techniques necessary in developing the appraisal’s opinions and conclusions
- Resulted in a credible appraisal, in which any areas of non-compliance did not detract from the overall credibility of the appraisal
- Communicated assignment results in a manner that was not misleading (taken in the context of the appraisal’s intended use and intended user)

The assignment entails the following criteria:

- Read and review the assigned report for USPAP compliance
- Review the work file for USPAP compliance
- Confirm or verify the data sources and information used in the appraisal to establish their accuracy and correctness
- Confirm or verify the appropriateness, accuracy, and correctness of the recognized methods and techniques used in the appraisal
- Produce an USPAP-compliant appraisal review for the stated intended use and communicate assignment results via the required form

- Produce an USPAP-compliant work file(s) for the stated intended use and communicate via the required process

Jurisdictional Exception:

In accordance with Tex. Gov't Code Chapter 441, Subchapter L, and TALCB's record retention policy adopted as required under that statute, you are precluded from individually retaining copies of this report and/or work file. This jurisdictional exception requires these documents be delivered to the TALCB (with whom you will have appropriate workfile retention, access, and retrieval arrangements) upon completion of the assignment. The TALCB maintains both the report and work file per that records retention and disposition schedule (currently two years for non-litigated cases and five years for cases filed at State Office Administrative Hearings).

Compensation:

The fee for this assignment will be ([NEGOTIATED FEE](#)). The assignment results (completed appraisal review reports and related work files) must be delivered to TALCB SES no later than 30 days after your acceptance of the assignment. Requests for extensions of the specified delivery date must be submitted in writing prior to that date and will be approved on a case-by-case basis. Your appraisal reviews must be in full compliance with the 2018-2019 Edition of USPAP and completed using the above prescribed form.

Conflicts of Interest:

It is imperative that the Board maintain the integrity of its licensing processes at all times and avoid any situation that could give rise to allegations that a person involved in the review did not act impartially. Even the mere appearance of a conflict of interest could be damaging to the Board's position. Accordingly, not only must Contract Review Appraisers decline assignments that present actual conflicts of interest, but they must also decline assignments in which personal or professional relationships or other factors could lead to allegations that the appraisal review has been compromised.

Point of Contacts:

Regarding administrative matters contact:

Kandice Valdez

Legal Secretary
Standards & Enforcement Division
Avenue
Fourth Floor-Suite 400
Austin, Texas 78701
Phone: (512) 936-3179
Fax No: (512) 936-3966
Email: kandice.valdez@talcb.texas.gov

Regarding technical matters contact:

James E. Jacobs

Investigator
Standards Enforcement Services Division
Texas Appraiser Licensing and Certification Board
1700 North Congress Avenue
Fourth Floor – Suite 400
Austin, Texas 78701
Phone: 512-936-3658 (Direct)
Email: jim.jacobs@talcb.texas.gov

Thank you.

Standards & Enforcement Services
Texas Appraiser Licensing and Certification Board

Per Texas Occupational Code 1103.460, information related to an experience audit is confidential. Refrain from disclosing information received or assignment results without approval. Please refer any inquiries to Standards & Enforcement Services – TALCB.

ACKNOWLEDGMENT

By signing this engagement letter, you acknowledge your acceptance to the terms and conditions stated above.

Signed: _____ Date: _____
Contract Review Appraiser



EXHIBIT B – Sample Appraisal Review Report

TALCB Appraisal Review Report Applicable to 2018-2019 USPAP

PRIVILEGED ATTORNEY WORK PRODUCT

Date: (DATE OF APPRAISAL REVIEW REPORT)

To: TALCB Standards & Enforcement Services

From: (REVIEW APPRAISER'S FULL NAME), Review Appraiser

Re: A review of an appraisal / appraisal review report submitted as part of an audit or complaint process and stated to develop a value/review opinion of the (INTEREST BEING APPRAISED) interest of a (PROPERTY TYPE) property.

TALCB Case #: (TALCB ASSIGNED CASE NUMBER)

I have completed a review of the *appraisal, appraisal (or appraisal review report), and related work file* completed for the property located at (ADDRESS or LEGAL DESCRIPTION) for (CLIENT). The effective date(s) of the value / review opinion(s) is (are) (ALL EFFECTIVE DATES) and the date of the related report is (REPORT DATE). The effective date of my appraisal review is (DATE REVIEW COMPLETED).

The purpose of this appraisal review is to determine if the *appraisal, appraisal (or appraisal review) report, and work file* conforms to the edition of the *Uniform Standards of Professional Appraisal Practice (USPAP)* in force as of the (ORIGINAL APPRAISAL'S) report date. The client of my appraisal review is the TALCB Standards & Enforcement Services staff. There are no other intended users. The intended use is to assist in the resolution / disposition of the above-referenced case(s).

My scope of work included reviewing and analyzing the *appraisal, appraisal (or appraisal review) report, and related work file*, other data submitted to me by the TALCB, and those materials independently collected or developed by me as part of this review. I did not personally inspect the subject property, the subject neighborhood, or property's the comparables used in the appraisal / review appraisal. I have verified / confirmed data in *appraisal / appraisal (or appraisal review) report, and work file*; as necessary to produce a credible review opinion. Additionally, I have searched and reviewed other data sources necessary to determine the *appraisal / appraisal (or appraisal review) report, and work file's* compliance with USPAP.

My scope of work is relative to this assignment and related to the appraiser's compliance with USPAP only. My appraisal review does not develop an opinion of value or an opinion as to the competency of the individual whose work is being reviewed; nor is this report intended to communicate such opinions.

I have verified / confirmed sufficiently the data and analyses used in this appraisal / appraisal review to produce a credible review opinion. The criteria for credible review go to the appropriateness, accuracy, and correctness of the data used and the reasonable application of recognized methods and techniques. Other information / data in the appraisal, not requiring verification / confirmation by me to produce a credible review assignment result, is considered true and accurate via an extraordinary assumption. Use of this extraordinary assumption may have affected assignment results. No hypothetical conditions were necessary to complete this review.

In accordance with Tex. Gov't Code Chapter 441, Subchapter L, and TALCB's record retention policy adopted as required under that statute, I am *precluded* from individually retaining copies of this report and/or work file. This jurisdictional exception requires these documents be delivered to the TALCB (with whom I have made appropriate workfile retention, access, and retrieval arrangements) upon completion of the assignment. The TALCB maintains both the report and work file per that records retention and disposition schedule (currently two years for non-judicial cases and five years for cases filed at the State Office of Administrative Hearings).

It is my opinion that the appraisal (or appraisal review report) and the related work file [\(did/did not\)](#) comply with the applicable edition of USPAP. The attached report details the reasoning behind my conclusion.

If you have any questions after reading this appraisal review report, please do not hesitate to contact me.

NOTE: This appraisal review has been prepared in accordance with Standard Rules 3 and 4 of the 2018/19 Edition of the Uniform Standards of Professional Appraisal Practice. I have reviewed the appraisal / appraisal review report for completeness, accuracy, adequacy, reasonableness and relevance. I have reached my conclusions (judgments or decisions reached by reasoning) based on information found in the applicant's submission or that I collected during my review. This information has been detailed in this appraisal review and/or has been retained in my work file associated with this review.

USPAP CHECKLIST FOR APPRAISALS / APPRAISAL REVIEWS

Subject Property: (ADDRESS or LEGAL DESCRIPTION)

Applicable USPAP: (NOTE: EACH REVIEW APPRAISAL REPORT IS SPECIFIC TO THE APPLICABLE USPAP EDITION)

Appraisal, Appraisal Report & Work File Reviewed: 2018-2019 Edition of USPAP (NOTE: APPLICABLE TO APPRAISAL REPORTS DELIVERED TO CLIENT IN 2018-2019)

USPAP Applicable to Review Appraiser: 2018-2019 Edition of USPAP

Appraisal Being Reviewed Effective Date: (ALL EFFECTIVE DATES)

Property Interest Appraised: (INTEREST BEING APPRAISED)

TALCB Case #: (TALCB ASSIGNED CASE NUMBER)

Notes:

- a. All Standard 2 references of USPAP relate to an appraisal report under Standard Rule 2-2(a).
- b. Italicized numbers in *USPAP Requirement* field refer to Page/Line in USPAP.

Appraisal, Development and Reporting

General Requirement	USPAP Requirement	USPAP Non-Compliance			Comments
		Serious	Minor	None or N/A	
<p>1</p> <p>Did the appraiser observe the highest standards of professional ethics to include conduct, management, and confidentiality in completing the appraisal assignment?</p> <p>Did the appraiser disclose if he/she did or did not have any current/prospective interest; and, if he/she did or did not perform any services regarding the subject property within the three-</p>	<p>Ethics Rule</p> <p><i>7/177-214, 8/215-248 & 9/249-265</i></p>				<p>THE FOLLOWING REQUIREMENTS APPLY TO ALL NON-COMPLIANCE ISSUES IDENTIFIED IN THIS REVIEW APPRAISAL REPORT (SERIOUS OR MINOR).</p> <ul style="list-style-type: none"> • <u>COMMENTS REQUIRED BY THE REVIEWING APPRAISER IDENTIFY ANY NON-COMPLIANCE ISSUES,</u> • <u>THE BASIS FOR REACHING THAT CONCLUSION, and</u>

General Requirement		USPAP Requirement	USPAP Non-Compliance			Comments
			Serious	Minor	None or N/A	
	year period immediately preceding acceptance of the assignment?					<ul style="list-style-type: none"> NON-COMPLIANCE ISSUES IMPACT ON CREDIBILITY.
2	Did the appraiser's work file contain the required documentation? Did the appraiser comply with work file retention requirements?	Record Keeping Rule <i>10/266-298</i>				
3	Was the appraiser competent to perform the assignment; acquire the necessary competency to perform the assignment; or decline the assignment? Did the appraiser perform competently?	Competency Rule <i>11/299-337</i>				
4	Did the appraiser properly identify the problem to be solved, determine and perform the scope of work necessary to develop credible assignment results, and disclose the scope of work in the report?	Scope of Work Rule; 1-2(h) & 2-2(a)(vii) <i>12338-373 & 13/374-403</i>				
5	In an assignment involving a jurisdictional exception, did the appraiser comply with the specified requirements?	Jurisdictional Exception Rule <i>14/404-420</i>				
6	Has the appraiser identified the client and other intended users of the appraisal?	1-2(a) & 2-2(a)(i) <i>15/454,455 & 20, 21/609-617</i>				
7	Has the appraiser identified the intended use of the appraiser's opinions and conclusions?	1-2(b) & 2-2(a)(ii) <i>15/456-458 & 21/618</i>				

General Requirement		USPAP Requirement	USPAP Non-Compliance			Comments
			Serious	Minor	None or N/A	
8	<p>Has the appraiser identified the type and definition of value and cited its source?</p> <p>If exposure time is a component of the definition of value, did the appraiser develop and report an opinion of reasonable exposure time linked to the opinion of value?</p>	<p>1-2(c) & 2-2(a)(v)</p> <p>16/459-470 & 21/630-639</p>				
9	<p>If market value was developed, did the appraiser ascertain whether the value is to be the most probable price:</p> <ul style="list-style-type: none"> i. in terms of cash; or ii. in terms of financial arrangements equivalent to cash; or iii. in other precisely defined terms; and iv. if based on non-market financing or financing with unusual conditions or incentives, identify the financing terms and state an opinion of their contributions to or negative influence on value developed by analysis of relevant market data? 	<p>1-2(c) & 2-2(a)(v)</p> <p>16/459-470 & 21/630-639</p>				
10	<p>Has the appraiser identified the effective date of the appraiser's opinions and conclusions?</p>	<p>1-2(d) & 2-2(a)(vi)</p> <p>16/471 & 21/640-643</p>				
11	<p>Has the appraiser identified the date of the appraisal report?</p>	<p>2-2(a)(vi)</p> <p>21/640-643</p>				
12	<p>Has the appraiser identified the real property interest appraised?</p>	<p>1-2(e)(ii) & 2-2(a)(iv)</p>				

General Requirement		USPAP Requirement	USPAP Non-Compliance			Comments
			Serious	Minor	None or N/A	
		<i>16/475 & 21/626-629</i>				
13	Does the appraisal report clearly and accurately disclose all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment?	1-2(f), 1-2(g), 2-1(c) & 2-2(a)(xi) <i>16/493, 17/494-505, & 20/586-587</i>				
Property Description						
14	Has the appraiser adequately identified and described the site?	1-2(e)(i) & 2-2(a)(iii) <i>16/474 & 21/619-625</i>				
15	Has the appraiser adequately identified and described the improvement(s)?	1-2(e) & 2-2(a)(iii) <i>16/472-473 & 21/619-629</i>				
16	If applicable, has the appraiser considered and described any anticipated public and private improvements located on or off the site?	1-4(f) & 2-2(a)(viii) <i>18/552-554 & 22/652-665</i>				
17	If applicable, has the appraiser identified and analyzed the effect on value of any personal property, trade fixtures or intangible items that	1-2(e)(iii), 1-4(g) & 2-2(a)(viii)				

General Requirement		USPAP Requirement	USPAP Non-Compliance			Comments
			Serious	Minor	None or N/A	
	are not real property but are included in the appraisal?	16/476-477, 18/555-559 & 22/652-665				
18	If applicable, has the appraiser identified, considered and described any known easements, restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, ordinances or other items of a similar nature?	1-2(e)(iv) & 2-2(a)(viii) 16/478-479 & 22/652-665				
19	If applicable, has the appraiser identified and considered whether the subject is a fractional interest, physical segment or partial holding?	1-2(e)(v) & 2-2(a)(viii) 16/480-492 & 22/652-665				
20	In a market value opinion, has the appraiser identified and analyzed the effect on use and value of existing land use regulations, economic supply & demand, physical adaptability of the real estate and market area trends?	1-3(a) & 2-2(a)(viii) 17/510 & 22/652-665				
21	In a market value opinion, has the appraiser: <ul style="list-style-type: none"> developed an opinion of the highest and best use; summarized the support and rationale for that opinion; and stated the use of the real estate existing as of the date of value and the use of the real estate reflected in the appraisal? 	1-3(b), 2-2(a)(ix) & 2-2(a)(x) 17/515-517, 22/666-667 & 22/668-669				
Valuation						
Cost Approach						

General Requirement		USPAP Requirement	USPAP Non-Compliance			Comments
			Serious	Minor	None or N/A	
22	Is the cost approach necessary for credible assignment results; if not, has the appraiser explained and supported its exclusion?	1-4(b) & 2-2(a)(viii) <i>17/523-528 & 22/652-665</i>				
23	Has the appraiser used an appropriate method or technique to develop an opinion of the site value?	1-4(b)(i) & 2-2(a)(viii) <i>17/524 & 22/652-665</i>				
24	Has the appraiser collected, verified, and analyzed comparable cost data to estimate cost new of improvements?	1-4(b)(ii) & 2-2(a)(viii) <i>17/525-526 & 22/652-665</i>				
25	Has the appraiser collected, verified, and analyzed comparable data to estimate the difference between cost new and the present worth of the improvements?	1-4(b)(iii) & 2-2(a)(viii) <i>17/527-528 & 22/652-665</i>				
26	Has the appraiser correctly employed necessary recognized methods and techniques?	1-1(a) <i>15/430-442</i>				
Sales Comparison Approach						
27	Is the sales comparison approach necessary for credible assignment results; if not, has the appraiser explained and supported its exclusion?	1-4(a) & 2-2(a)(viii) <i>17/521 & 22/652-665</i>				
28	Has the appraiser adequately collected, verified, and analyzed comparable sales data?	1-4(a) & 2-2(a)(viii)				

General Requirement		USPAP Requirement	USPAP Non-Compliance			Comments
			Serious	Minor	None or N/A	
		17/521 & 22/652-665				
29	Has the appraiser correctly employed necessary recognized methods and techniques?	1-1(a) 15/430-442				
Income Approach						
30	Is the income approach necessary for credible assignment results; if not, has the appraiser explained and supported its exclusion?	1-4(c) & 2-2(a)(viii) 17/529-540 & 22/652-665				
31	If applicable, has the appraiser collected, verified and analyzed available comparable rental data and/or the potential earnings capacity of the property to estimate the gross income potential of the subject property?	1-4(c)(i) & 2-2(a)(viii) 17/529-540 & 22/652-665				
32	If applicable, has the appraiser collected, verified and analyzed comparable operating expenses to estimated operating expenses?	1-4(c)(ii) & 2-2(a)(viii) 18/532-533 & 22/652-665				
33	If applicable, has the appraiser collected, verified and analyzed comparable data to estimate capitalization and/or discount rates?	1-4(c)(iii) & 2-2(a)(viii) 18/534-535 & 22/652-665				
34	If applicable, has the appraiser based projections of future rent and/or income potential and expenses on reasonable, clear and appropriate evidence?	1-4(c)(iv) & 2-2(a)(viii) 18/536-540 & 22/652-665				

General Requirement		USPAP Requirement	USPAP Non-Compliance			Comments
			Serious	Minor	None or N/A	
35	Has the appraiser correctly employed necessary recognized methods and techniques?	1-1(a) <i>15/430-442</i>				
Reconciliation						
36	In a market value opinion, has the appraiser analyzed all agreements of sale, options or listings of the subject property current as of the effective date of the appraisal and summarized the analysis in the report?	1-5(a) & 2-2(a)(viii) <i>18/563-564 & 22/652-665</i>				
37	Has the appraiser analyzed all sales of the subject property within three (3) years prior to the effective date of the appraisal?	1-5(b) & 2-2(a)(viii) <i>18/565 & 22/652-665</i>				
38	Has the appraiser reconciled the quality and quantity of the data within the approaches used, and the applicability or suitability of the approaches?	1-6(a), 1-6(b) & 2-2(a)(viii) <i>19/570-573, & 22/652-665</i>				
39	If the opinion of value is of a leased fee or leasehold, has the appraiser analyzed and reported the effect on value of the terms/conditions of the lease(s).	1-4(d) & 2-2(a)(viii) <i>18/541-542 & 22/652-665</i>				
40	If analyzing an assemblage, has the appraiser analyzed and reported the effect on value, if any, on the assemblage?	1-4(e) & 2-2(a)(viii) <i>18/543-551 & 22/652-665</i>				
41	If the opinion of value is of proposed improvements, has the appraiser examined and retained plans, specifications, or other	1-2(e)(v) & 2-2(a)(viii)				

General Requirement		USPAP Requirement	USPAP Non-Compliance			Comments
			Serious	Minor	None or N/A	
	documents sufficient to identify the extent and character of the proposed improvements?	16/486-488 & 22/652-665				
42	Was the appraiser aware of, understand, and correctly employ recognized methods and techniques necessary to produce a credible appraisal?	1-1(a) 15/430-442				
43	Did the appraiser commit a substantial error of omission or commission that significantly affects the appraisal?	1-1(b) 15/443-446				
44	Did the appraiser render appraisal services in a careless or negligent manner (such as making a series of errors)?	1-1(c) 15/447-452				
45	Does the appraisal report clearly and accurately set forth the appraisal in a manner that is not misleading?	2-1(a) 20/583				
46	Does the appraisal report contain sufficient information to enable the intended users of the appraisal to understand the report properly?	2-1(b) 20/58-587				
Certification						
47	Does the appraisal report include a signed certification similar in content to Standards Rule 2-3?	2-2(a)(xii) & 2-3 22/673 & 24/728-772				
Appraisal Review, Development and Reporting						
48	Was the reviewer aware of, understand, and employ correctly those methods and techniques necessary to produce a credible appraisal review?	3-1(a) & 3-3 26/787 & 28/863				

49	Did the reviewer commit substantial errors of omission or commission which significantly affect the appraisal review?	3-1(b) 26/800				
50	Did the reviewer render negligent or careless appraisal review services which affected the results of the appraisal review?	3-1(c) 26/805				
51	Did the reviewer identify the client and other intended users of the appraisal review?	3-2(a) & 4-2(a) 26/813 & 30/931				
52	Did the reviewer identify the intended use of the review's opinions and conclusions and ensure the appraisal review report's content is consistent with the intended use?	3-2(b), 4-2 & 4-2(b) 26/814, 30/928 & 30/937				
53	Did the reviewer identify the purpose of the appraisal review and whether it includes development of the reviewer's own value opinion, review opinion?	3-2(c) & 4-2(c) 27/819 & 30/938				
54	Did the reviewer identify the work under review and state the characteristics of that work relevant to the intended use and purpose of the appraisal review, including: <ul style="list-style-type: none"> (1) any ownership interest in the property that is the subject of the work under review; (2) the date of the work under review; (3) the effective date of the opinions and conclusions in the work under review; (4) the appraiser(s) who completed the work under review (unless withheld by the client); and, (5) physical, legal, and economic characteristics property in the work under review. 	3-2(d) & 4-2(d) 27/830 & 30/939				
55	Did the reviewer identify the date of the work under review and the effective date of the	3-2(d)(ii) &				

	opinions and conclusions in the work under review?	4-2(d)(ii)(iii) 26/833 & 30/942-943				
56	<p>Did the reviewer identify</p> <ol style="list-style-type: none"> (1) any extraordinary assumptions and/or hypothetical conditions necessary in the review assignment; (2) clearly and accurately disclose all assumptions, extraordinary assumptions, and hypothetical conditions used in the assignment; (3) and the Appraisal Review Report clearly and conspicuously: <ol style="list-style-type: none"> a. state all extraordinary assumptions and hypothetical conditions; and b. state that their use might have affected the assignment results? 	3-2(e), 3-2(f) & 4-2(f) 27/841, 27/847, 31/948-950				
57	<p>Consistent with the Scope of Work Rule, did the reviewer:</p> <ol style="list-style-type: none"> (1) identify the problem to be solved; (2) develop the scope of work necessary to produce credible assignment results to solve the problem and state that scope of work used to develop the appraisal review; and, (3) complete research and analyses necessary to produce a credible appraisal review correctly? <p>Did the reviewer state the scope of work used to develop the appraisal review?</p> <p>Did the reviewer communicate each analysis, opinion, and conclusion in a manner that is not misleading?</p>	3, 3-2(g), & 4-2(g) 26/777, 27/853 & 31/951				
58	Did the reviewer develop and state an opinion as to:	3-3(a)(i),				

	<p>(1) whether the analyses are appropriate; (2) whether the opinions and conclusions are credible; and, (3) the reasons for any disagreement?</p>	<p>3-3(a)(ii), 3-3(a)(iii) & 4-2(h) 28/867, 28/869, 28/871 & 31/959</p>				
59	<p>Did the reviewer develop and state an opinion as to: (1) whether the report is appropriate and not misleading; and, (2) the reasons for any disagreement?</p>	<p>3-3(b)(i) 3-3(b)(ii) & 4-2(h) 28/875-876, 28-878 & 31/959</p>				
60	<p>Separate from the work under review, did the Appraisal Review Report set forth the appraisal review clearly and accurately in a manner that will not be misleading?</p>	<p>4-1(a) 30/914-916</p>				
61	<p>Did the Appraisal Review Report contain sufficient information to enable intended users to understand the report properly?</p>	<p>4-1(b) 30/917</p>				
62	<p>Did the Appraisal Review Report state the reviewer's opinions and conclusions about the work under review, including the reasons for any disagreement?</p>	<p>4-2(h) 31/959</p>				
63	<p>Did the Appraisal Review Report contain a signed certification similar in content to Standards Rule 3-6?</p>	<p>4-3 32/994-1016</p>				
64	<p>If the assignment is an oral review appraisal, did the Appraisal Review Report address those matters required under Standards Rule 3-5?</p>	<p>4-4 33/1032</p>				
65	<p>If the reviewer's scope of work included developing an opinion of value or review opinion related to the work under review, did the Appraisal Review Report: (1) state the information, analyses, opinions and conclusions in the work under</p>	<p>3-3(c) & 4-2(i) 28/882, 31/963</p>				

	<p>review that the reviewer accepted as credible and used in developing the reviewer's opinions and conclusions;</p> <p>(2) summarize any additional information relied on and the reasoning for the reviewer's opinion of value or review opinion related to the work under review;</p> <p>(3) clearly and conspicuously state all extraordinary assumptions and hypothetical conditions connected with the reviewing appraiser's opinion related to the work under review and state that their use might have affected assignment results;</p> <p>(4) comply with the Standard applicable to the development of that opinion?</p>					
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Reconciliation:

In summary, I found [RECONCILE FINDINGS / CONCLUSIONS STATED ABOVE INTO A FINAL OPINON OF USPAP COMPLIANCE](#)

EXHIBIT C
SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with this Solicitation in order to be considered responsive. Additional documents may be required. Any Solicitation Responses received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

DOCUMENTS TO BE SUBMITTED WITH SOLICITATION RESPONSE

1. Exhibit D, Execution of Response (must be signed) _____
2. Signed Acknowledgments of Addenda (if applicable) _____
3. Summary of Minimum & Preferred Qualifications
(Section 3.1.2 & 3.1.3) _____
4. Review Appraiser Narrative (Section 5.1.1) _____
5. Respondent Profile (Section 5.1.2) _____
6. Two samples of Respondent's work product of appraisal
reviews for USPAP compliance (Section 5.1.2 c) _____
7. Resumes (Section 5.1.2 d) _____
8. References (Section 5.2) _____
9. Litigation History (Section 5.3)
(If not applicable, please indicate in response) _____
10. Conflicts (Section 5.5)
(If not applicable, please indicate in response) _____
11. Exhibit F, Respondent Fee Schedule (Section 5.6) _____
12. Current Texas Appraisal License (Section 3.1.2.1) _____

Exhibit D

EXECUTION OF RESPONSE (1 of 2)

RFQ NO. 329-20-5003

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE SOLICITATION RESPONSE. RESPONSES THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE RESPONSE SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:

All statements and information prepared and submitted in the response to this RFQ are current, complete, and accurate.

Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Failure to sign the Execution of Solicitation Response or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Response either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Respondent under Texas Administrative Code, Title 34, Part 1, Chapter 20.

Under Gov't Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Solicitation Response. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the Vendor [Respondent] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this Contract may be terminated and payment withheld if this certification is inaccurate.

Any Solicitation Response submitted under this RFP shall contain the names and social security numbers of person or entity holding at least a twenty-five percent (25%) ownership interest in the business entity submitting the Response.

Name: _____

Social Security Number _____

Name: _____

Social Security Number _____

In accordance with Texas Government Code Section 669.003 (relating to contracting with executive head of a state agency), by signature hereon, Respondent certifies that it:

(A) (1) is not the executive head of the agency contracting herein;

(2) was not at any time during the past four years the executive head of the agency contracting herein; and (3) does not employ a current or former executive head of a state agency; or

(B) Respondent and the agency contracting herein have complied with the requirements of the above referenced statute concerning board approval and notice to the Legislative Budget Board.

Respondent acknowledges that this Contract may be terminated at any time, and payments withheld, if this certification is false.

Respondent agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

The Texas Real Estate Commission (TREC) is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/Vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>.

Exhibit D
EXECUTION OF RESPONSE (2 of 2)
RFQ No. 329-20-5003

who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified Contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

Respondent represents and warrants that the individual signing this Execution of Solicitation Response is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Response.

RESPONDENT: _____

SIGNATURE (INK): _____

NAME (TYPED/PRINTED) _____

TITLE: _____ **DATE:** _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FACSIMILE NUMBERS: _____

E-MAIL ADDRESS _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

**Exhibit E
SAMPLE CONTRACT**

CONTRACT FOR PROFESSIONAL REVIEW APPRAISAL SERVICES

**TALCB Contract
No. 329-20-5003**

This agreement ("Contract") is entered into by the Texas Appraiser Licensing & Certification Board (TALCB), an independent subdivision of the Texas Real Estate Commission (TREC), a self-directed, semi-independent agency of the State of Texas and _____ ("Provider"), located at _____.

I. Recitals

Whereas, on _____, TALCB issued a Request for Qualifications (RFQ) from qualified Providers for professional appraisal services pursuant to the Professional Services Procurement Act, Texas Government Code, Chapter 2254.

Whereas, Provider submitted a proposal dated _____, in response to TALCB's RFQ (collectively "Offer");

Whereas, Provider was selected to perform professional appraiser services for TALCB, as more fully described in the RFQ;

Therefore, TALCB and Provider hereby agree as follows:

II. Authority

This Contract is entered into pursuant to authority granted under Texas Occupations Code §1105.006.

III. Services, Standards of Performance and Contract Administration

Provider shall provide the services and the deliverables described herein in the manner required by all of the following documents:

1. This Contract
2. Exhibit A: The RFQ
3. Exhibit B: Contractor's Proposal received _____

All of the above are attached to and incorporated as part of this Contract for all purposes. All of these documents constitute the Standards of Performance for this Contract.

Provider shall provide all of the above services and all reasonably related services in accordance with the terms and conditions of the contract herein. Provider represents and warrants that it has and will maintain the qualifications, experience, personnel and other resources to perform in the manner required by this Contract.

TALCB shall designate a Project Manager for this Contract. The Project Manager will serve as the point of contact between TALCB and Contractor. TALCB's Project Manager shall

supervise TALCB's review of the Provider's work, services, deliverables, schedules, and similar matters. The Project Manager does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms or conditions of the Contract.

IV. Appraisal Assignments

- (a) **Provider shall perform professional appraisal review services for commercial experience audits and/or complaints on an as-needed basis as requested by TALCB. Provider shall perform the services in accordance with this Contract, the RFQ, proposal and all attachments issued pursuant to this Contract.**
- (b) TALCB may request from Provider a proposal to complete an appraisal review. Provider's proposal must include pricing.
- (c) If TALCB selects Provider to perform an Appraisal Assignment, TALCB shall issue an Engagement Letter, a sample of which is attached as Exhibit A in the RFQ. If selected to perform the appraisal review, Provider must fulfill the requirements of the Appraisal Assignment within thirty (30) days from the acceptance of the assignment (date Engagement Letter is signed).
- (d) TALCB may issue multiple Review Appraisal Assignments during the term of this Contract, all of which shall be in writing. Each Engagement Letter shall list tasks and deliverables to be completed by Provider; deliverable due dates; Provider's Fee; and any other information or special conditions necessary for completion of the Assignment.
- (e) TALCB does not guarantee or represent that it will issue Review Appraisal Assignments to Provider. All Work requested under this Contract will be required on an irregular and as-needed basis throughout the Contract term; TALCB makes no guarantee of volume or usage under this Contract.
- (f) All appraisal reviews, appraisal review reports, and work files must comply with USPAP and must be conducted in accordance with the applicable Edition of USPAP and the appraisal reviews completed using the prescribed form in the RFQ (Exhibit B- TALCB Audit Review Appraisal Report)

V. Compensation and Payment

Compensation shall be on a per deliverable of assignment services as stated in the Engagement Letter. Payments will be made to the Provider upon completion of the services. Provider shall submit an invoice via e-mail to TALCB. TALCB will make payments in accordance to the Texas Prompt Payment Act, Texas Government Code, Chapter 2251 (30 days after services have been completed and accepted, or a correct invoice is received, whichever is later). The Provider may offer a discount for expedited payment of invoices.

Invoices shall be submitted to accounts.payables@trec.texas.gov and TALCB Legal Secretary, Kandice Valdez at kandice.valdez@talcb.texas.gov. Invoices must include the following information:

- (a) Provider's name and address
- (b) State of Texas Payee ID number
- (c) Remit to address and phone number
- (d) Provider's Fee

- (e) Description of services
- (f) TALCB Contract Number 329-20-5003
- (g) Appraisal Assignment Number and Applicant's Name

VI. Travel

Provider is responsible for any travel or per diem required to perform its obligations under the Contract. All travel and per diem that TALCB requests in addition to what the Contract requires the Provider to provide at the Provider's expense will be paid in accordance with Texas Government Code, Chapter 660.

VII. Personnel

Provider shall not assign other personnel, including subcontractors, to this Contract. Provider shall be the sole contact for TALCB. Provider shall list a designated point of contact for all TALCB inquiries.

VIII. Term and Termination

Duration

This Contract shall be effective as of the date executed by the last party and shall terminate on August 31, 2020. TALCB, at its own discretion, may extend this Contract for up to one (1) additional one-year term.

Early Termination

TALCB may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Such notice may be provided by U.S. mail or electronic mail (e-mail). Upon receipt of any such notice, Provider shall immediately cease work, terminate any subcontracts, and incur no further expense related to this Contract or any Appraisal Assignments issued under this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

Abandonment or Default

If Provider abandons work or defaults on the Contract, TALCB may terminate the Contract without notice. Provider will not be considered in any re-solicitation of the services described herein and may not be considered in future solicitations for similar services, unless the specification or scope of work changes significantly. TALCB will determine the period of suspension based on the seriousness of the abandonment or default.

IX. Confidentiality and Open Records

Notwithstanding any provisions of this Contract to the contrary, Provider understands that TALCB will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TALCB agrees to notify Provider in writing within a reasonable time from receipt of a request for information related to Provider's work under this contract. Provider will cooperate with TALCB in the production of documents responsive to the request. **Provider is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format such as an Adobe PDF file that is accessible**

by the public at no additional charge to the state. TALCB will make a determination whether to submit a Public Information Act request to the Attorney General. Provider will notify TALCB's General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in performing the Contract. If TALCB decides to seek an exception to disclosure of the information from the Attorney General, Provider agrees to submit a written document asserting any applicable arguments regarding exceptions from disclosure, including but not limited to common law privacy, trade secrets or commercial or financial information resulting in competitive disadvantage if disclosed, to the Attorney General on or before the tenth business day after the date Provider is notified by TALCB that an exception has been requested. This Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act.

Provider acknowledges and understands that any information or material prepared or compiled in connection with an experience audit, including but not limited to Provider's work file, correspondence with TALCB and written review report, is confidential by law under Tex. Occ. Code § 1103.460. Provider agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information that discloses confidential personal information (particularly, but not limited to, social security numbers) and will not disclose any information to which it is privy under this Contract without the prior consent of TALCB. Provider will indemnify and hold harmless the State of Texas, its officers and employees, and TALCB, its officers and employees for any claims or damages that arise from the disclosure by Provider or its employees of information held by the State of Texas.

X. Indemnification and Liability

Acts or Omissions

Provider shall indemnify and hold harmless the State of Texas, TALCB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Provider or its agents, employees, order fulfillers, or suppliers in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY Provider WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. PROVIDER AND TALCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

(a) Provider shall indemnify and hold harmless the State of Texas, TALCB, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT. PROVIDER AND TALCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE

SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

(b) Provider shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Provider's written approval, (iii) any modifications made to the product by the Provider pursuant to TALCB's specific instructions, (iv) any intellectual property right owned by or licensed to TALCB, or (v) any use of the product or service by TALCB that is not in conformity with the terms of any applicable license agreement.

(c) If Provider becomes aware of an actual or potential claim, third party provides Provider with notice of an actual or potential claim, Provider may (or in the case of an injunction against TALCB, shall), at Provider's sole option and expense; (i) procure for TALCB the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TALCB use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

1) PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE STATE OF TEXAS, TALCB SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, TALCB, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. PROVIDER AND TALCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

XI. Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TALCB and the Provider to attempt to resolve all disputes arising under this Contract.

(a) A Provider's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in

Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the Provider shall submit written notice, as required by subchapter B, to Douglas Oldmixon, TALCB Commissioner, or his successor. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other TALCB representatives and the Provider otherwise entitled to notice under the parties' Contract. Compliance by the Provider with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Provider's sole and exclusive process for seeking remedy for any and all alleged breaches of Contract by TALCB if the parties are unable to resolve their disputes under subsection (a) of this section.

(c) Compliance with the contested case provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by TALCB nor any other conduct of any representative of TALCB relating to the Contract shall be considered a waiver of sovereign immunity to suit.

Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the Provider, in whole or in part.

XII. Default

If Provider is found to be in default under any provision of this Contract, TALCB may cancel the Contract without notice and either re-solicit or award the contract to the next best responsive and responsible Provider. In the event of abandonment or default, Provider will be responsible for paying damages to TALCB, including but not limited to re-procurement costs, and any consequential damages to the State of Texas or the Agency resulting from Provider's non-performance. The defaulting Provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed. The period of suspension will be determined by TALCB based on the seriousness of the default.

XIII. Further Opportunity to Cure

If an Event of Default occurs and the Provider reasonably believes that such Event of Default cannot be cured within twenty (20) days but that such Event of Default can be cured through a diligent, ongoing and conscientious effort on the part of Provider within a reasonable period not to exceed one (1) month, unless extended by TALCB, then the Provider may, within the twenty (20) day cure period, submit a detailed plan for curing the Event of Default to TALCB. Upon receipt of any such plan for curing an Event of Default, TALCB will promptly review such plan and at its discretion, may allow or not allow the Provider to pursue such cure. TALCB's decision will be communicated in writing to the Provider. TALCB agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Provider diligently, conscientiously and timely undertakes to cure the Event of Default in accordance with the approved plan. If TALCB does not allow the Provider an extension of the cure period, the twenty (20) day time period will be tolled during the period of time the request is pending before TALCB.

XIV. Remedy of TALCB

When an Event of Default by the Provider has been determined to exist, TALCB's Authorized Representative will notify the Provider of such Event of Default, and subject to the provisions X and XI hereof, TALCB will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- (a) Reducing its claim to a judgment;
- (b) Taking action to cure the Event of Default, in which case TALCB may offset against any payments owed to the Provider all reasonable costs incurred by TALCB in connection with its efforts to cure such Event of Default;
- (c) Withholding of funds; or
- (d) Canceling the Contract and re-soliciting or awarding the Contract to the next best responsive and responsible Respondent.

XV. Representations, Warranties, and General Provisions

(a) Family Code

Under Section 231.006 of the Texas Family Code (relating to child support), Provider represents and warrants that Provider is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate.

(b) Eligibility

Under Government Code, Section 2155.004 (relating to certain taxes), Provider represents and warrants that Provider is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate. Provider represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas.

(c) Liability for and Payment of Taxes

TALCB is exempt from State Sales tax and Federal Excise tax. TALCB will furnish Tax Exemption Certificate(s) to the Provider upon request. The Provider represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Provider or its employees. TALCB shall not be liable for any taxes resulting from this Contract.

(d) Insurance and Other Security

Provider represents and warrants that it will, within five (5) business days of executing this agreement, provide the Agency with current certificates of insurance or other proof acceptable to TALCB of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;

Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate.

Provider represents and warrants that all of the above coverage is with companies licensed in the State of Texas, with "A" rating from Best, and authorized to provide

the corresponding coverage. Provider also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TALCB. Provider represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide TALCB with an executed copy of the policies immediately upon request.

(e) Amendments

Except as provided in this Contract, this Contract may be amended only upon written agreement between TALCB and the Provider; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

(f) Governing Law and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

(g) Strict Compliance

Time is of the essence in the performance of this Contract. Provider shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

(h) No Assignment

Without the prior written consent of TALCB, Provider may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

(i) Partially Completed Work

No later than the first calendar day after the termination of this Contract, or at TALCB's request, Provider shall deliver to TALCB all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. Provider shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of TALCB.

(j) Federal, State, and Local Requirements

Provider shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Provider is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Provider shall comply with all federal and State tax laws and withholding requirements. Neither the State of Texas nor TALCB shall be liable to Provider or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Provider shall indemnify the State of Texas and TALCB and shall pay all costs, penalties, or losses resulting from Provider's omission or breach of this Section.

(k) Severability Clause

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

(l) Applicable Law and Conforming Amendments

Provider must comply with all laws, regulations, requirements and guidelines

applicable to a Provider providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TALCB reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TALCB or Provider's compliance with all applicable State and federal laws, and regulations.

(m) No Waiver

Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or TALCB. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TALCB does not waive any privileges, rights, defenses, or immunities available to TALCB by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

(n) No Liability Upon Termination

If this Contract is terminated for any reason, TALCB and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Provider may be entitled to the remedies provided in Government Code, Chapter 2260.

(o) Independent Contractor

Provider shall serve as an independent contractor in providing the services under any contract resulting from this RFQ. Provider shall not be employees of TALCB. Subcontracting will not be allowed under this contract.

(p) Limitation on Authority; No Other Obligations

Provider shall have no authority to act for or on behalf of TALCB or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Provider may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or TALCB.

(q) Patent, Trademark, Copyright and Other Infringement Claims

Provider shall indemnify, save and hold harmless the State of Texas and TALCB from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Provider's use of or acquisition of any services or other items provided to the State of Texas by Provider or otherwise to which the State of Texas has access as a result of Provider's performance under this Contract, provided that the State shall notify Provider of any such claim within a reasonable time of the State's receiving notice of any such claim. If Provider is notified of any claim subject to this section, Provider shall notify TALCB of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Provider without TALCB's prior written approval. Provider shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Provider shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. Provider represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

(r) Ownership/Intellectual Property, including Rights to Data, Documents and Computer Software

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of TALCB. All right, title and interest in and to said property shall vest in TALCB upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in TALCB, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TALCB. TALCB shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Provider must give TALCB and/or the State of Texas, as well as any person designated by TALCB and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Provider for the services rendered under this Contract.

Provider shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Provider shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "Work" as defined in paragraph 11.30 of this Contract. Provider shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Provider must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TALCB and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

Provider shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Provider's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TALCB and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Government Code, 2262.154 the acceptance of funds by Provider or any other entity or person directly under this Contract shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Provider acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

(s) Supporting Documents, Retention; Right to Audit; Independent Audits

Provider shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in

accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Provider shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "Work" as defined in paragraph 11.30 of this Contract. Provider shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Provider must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TALCB and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

Provider shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Provider's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TALCB and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Texas Government Code, Section 2262.154, the acceptance of funds by Provider or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Provider acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

(t) Deceptive Trade Practices; Unfair Business Practices

Provider represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Provider has not been found to be liable for such practices in such proceedings. Provider certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

(u) Civil Rights

The Provider agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. Provider will comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

(v) Antitrust

Provider represents and warrants that neither Provider nor any firm, corporation, partnership, or institution represented by Provider, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

(w) No Conflicts

Provider represents and warrants that Provider has no actual or potential conflicts of interest in providing services to the Agency or the State of Texas under this Contract and that Provider's provision of services under this Contract would not reasonably create an appearance of impropriety.

(x) Financial Interests; Gifts

Provider represents and warrants that neither Provider nor any person or entity that will participate financially in this Contract has received compensation from the Agency or any agency of the State of Texas for participation in preparation of specifications for this Contract. Provider represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

(y) Felony Criminal Convictions

Provider represents and warrants that Provider has not and any of Provider's employees who will perform services under this Contract have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Provider has fully advised the Agency in writing as to the facts and circumstances surrounding the conviction.

(z) False Statements; Breach of Representations

By signature to this Contract, Provider makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Provider signed its Proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that Provider has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Provider shall be in default under this Contract and TALCB may terminate or void this Contract for cause and pursue other remedies available to TALCB under this Contract and applicable law.

(aa) Contractor Liability for Damage to Government Property

Provider is liable for all damages to government-owned, leased, or occupied property and equipment caused by Provider and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Provider must notify TALCB Project Manager in writing of any such damage within one calendar day.

(bb) Force Majeure

TALCB and Provider will not be responsible for delays in performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of TALCB, or Provider. In the event of an occurrence under this Section, TALCB or Provider (parties) will be excused from any further performance or observance of the requirements so affected for as long as such circumstances

prevail and the party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The party will immediately notify the other party by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

(cc) Debts or Delinquencies to State

TALCB is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Provider agrees that, to the extent Provider owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Provider is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Provider agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

(dd) Buy Texas

In accordance with Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Provider shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

(ee) Work Made for Hire

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of TALCB. All right, title and interest in and to said property shall vest in TALCB upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in TALCB, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TALCB. TALCB shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Provider must give TALCB and/or the State of Texas, as well as any person designated by TALCB and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Provider for the services rendered under this Contract.

(ff) Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

(a) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

(b) Vendor shall provide TALCB with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard"

or supplying a URL to their VPAT must provide TALCB with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

(gg) Prohibited Use of Appropriated or other Funds Under Control of State Agency; Lobbying

The Provider represents and warrants that ordering entities' payments to the Provider and Provider's receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Government Code §556.005 or §556.008.

(hh) Certification Concerning Hurricane Relief

Sections §2155.006 and §2261.053, Government Code, prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004 Gov't code, occurring after September 24, 2005. Under §2155.006, Gov't Code, the Provider certifies that the individual or business entity named in its Proposal is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

(ii) Immigration The Provider represents and warrant that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

(jj) Drug Free Work Place

The Provider shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

(kk) Public Disclosure

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TALCB.

(II) Order Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract, Attachments to the Contract, Request for Proposals, and Respondent's Response to Request for Proposals.

(mm) Name Changes and Organizational Changes

Provider must provide TALCB with written notice by Controlled Correspondence of all name changes and organizational changes relating to Provider including any merger, acquisition, or sale no later than ten business days of such change. Provider, in its notice, must describe the circumstances of the name change or organizational

change, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform the Contract. If the change entails personnel changes for personnel performing the responsibilities of the Contract for Provider, Provider must identify the new personnel and provide résumés to TALCB, if résumés were originally required by the RFP. TALCB may request other information about the change and its impact on the Contract and Provider must supply the requested information within five (5) working days of receipt of the request. All written notifications of organizational change must include a detailed statement specifying the change and supporting documentation evidencing continued right of Provider or successor entity, as applicable, to maintain its status as a party to this Contract.

TALCB may terminate the Contract due to any change to Provider that materially alters the Provider's ability to perform under the Contract. TALCB has the sole discretion to determine if termination is appropriate. See also (h) (No Assignment).

(nn) Entities that Boycott Israel

Provider represents and warrants that pursuant to Section 2270.002 of the Texas Government Code, Provider does not boycott Israel and will not boycott Israel during the term of the contract.

(oo) Excluded Parties

Provider certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

(pp) Foreign Terrorist Organization

Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

(qq) Certification Concerning Restricted Employment for Former State Officers or Employees Under Texas Government Code §572.069

Provider certifies that it has not employed and will not employ a former TALCB or state officer who participated in a procurement or contract negotiation for TALCB involving the Provider within two years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

(rr) Former Agency Employees

Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of TALCB during the twelve (12) month period immediately prior to the date of the execution of the contract.

(ss) Suspension and Debarment

Provider certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

XIV. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

XV. Merger

This Contract contains the entire agreement between Provider and TALCB and supersedes any prior understandings or oral or written agreements between TALCB and Provider on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by TALCB and Provider.

By: _____

By: _____

Douglas E. Oldmixon, Commissioner

Name: _____

Texas Appraiser Licensing & Certification Board

Title: _____

Date: _____

Date: _____

Approved as to Form:

By: _____

Kristen Worman

General Counsel, Texas Appraiser Licensing & Certification Board

Date: _____

Exhibit F
RFQ #329-20-5003

RESPONDENT FEE QUOTE FORM

Description of Services as described in 2.1.1	Not-To-Exceed Fixed Price (Required)
Experience Audit Assignments (consists of the review of two appraisal reports and work files)	

Description of Services as described in 2.1.2	(Preferred) Not-To-Exceed Fixed Price	(Optional) Hourly Rate	Estimated Hours to Complete
Appraisal review assignment for one report and work file in connection with a complaint			
		Hourly Rate	
Providing expert witness testimony			
Other special appraisal services as required			