

**REQUEST FOR PROPOSAL
OF A CONTRACT TO CONDUCT EVALUATION OF APPRAISAL WORK PRODUCT
FOR USPAP AND STATE LAW COMPLIANCE
IN APPRAISER CREDENTIAL UPGRADE APPLICATIONS FOR
THE ALABAMA REAL ESTATE APPRAISERS BOARD**

PART I GENERAL INFORMATION

1.0 Proposals will be considered as specified herein or attached hereto under the terms and conditions of the Request for Proposal.

2.0 Proposal must be made in the official name of the individual under which business is conducted (showing official business address) and must be signed by the person submitting the bid. The individual must hold a current real estate appraisers license as a Certified Residential Real Property Appraiser or Certified General Real Property Appraiser. The individual must be in compliance with Federal and State immigration laws.

PART II INTRODUCTION

The Alabama Real Estate Appraisers Board (herein referred to as the Board) licenses and regulates real property appraisers in Alabama and operates under the authority of the Code of Alabama 1975, Section 34-27A-1 through 34-27A-63. It is the Board's responsibility to administer the Financial Institutions Reform, Recovery and Enforcement Act of 1989, Pub.L. No. 101-73, as amended and all regulations issued pursuant to that law. The Board receives applications for appraiser licenses and evaluates the experience claimed by the applicant. It is the intent of the State of Alabama and the Board to solicit Proposals for a contract with an individual to evaluate appraisal work product for compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), applicable Alabama statutes and administrative regulations and common issues and deficiencies related to reports.

PART III SCOPE OF WORK

The Contractor will provide the following services:

1.0 Evaluation of appraisal reports.

1.01 Examine the work product to ensure it has the basic and minimum components and to ensure it is understandable for its intended use and user.

1.1 Delivery of reports.

1.1.1 Provide a dedicated email address for the delivery of appraisal reports and any other materials from the Board to be considered in the evaluation.

1.1.2 Confirm receipt of the documents via return email to Board staff within one business day.

1.2 Results of Evaluation.

1.2.1 Contractor will submit a proposed report form to the Board for approval.

1.2.2 The form will itemize the evaluation it intends to conduct and the manner in which the findings will be reported. Anticipated findings are:

- a. Identify the USPAP edition applicable to the work;
- b. Identify the assignment elements evident from the report;
- c. Communicate with the applicant regarding any questions related to the work.

1.2.3 Contractor will provide a report of findings to the Board for each appraisal report evaluated. Scope does not include contractor developing adjustments, selecting comparable sales, opining to value.

1.2.4 Report for each appraisal shall be returned to the Board within 14 days of submission to the contractor.

2.0 Qualifications of the Contractor.

2.1 License.

The Contractor must hold an AQB approved appraiser credential for Certified Residential Real Property appraiser or Certified General Real Property appraiser with at least seven years' experience in residential and general appraisal review. The contractor may not have discipline of any professional license in any jurisdiction within the past five years. Preference will be given for

designation as a review appraiser by any professional association.

2.2 Records

The Contractor shall:

2.2.1 Maintain a secure filing system for reports submitted by the Board for evaluation and protect the confidentiality of the appraiser/client relationship that exists by virtue of the appraisal reports.

2.2.2 Develop and maintain a system for record retention that ensures that confidential information will not be improperly released to unauthorized individuals or to the public at large. The record retention system utilized by the Contractor shall be subject to the approval of the Board.

2.2.3 After reporting the results of its evaluation to the Board, the Contractor shall destroy or delete the appraisal reports in a manner that assures the reports are not recoverable or discoverable by any third party.

PART IV COMPENSATION

1.0 Compensation and Expenses

1.1 A fee for the evaluation and submission of the results to the Board should be submitted for provision of services set forth in Part III, Scope of Work.

2.0 Invoice for Payment

2.1 Payment will be approved by the Board's authorized representative for services performed upon submittal of a monthly invoice.

2.2 Payment shall be made only to the Contractor, and the Board shall have no obligation to any other person or corporation for expenses incurred by the Contractor. The Contractor has no authority to make any contracts, oral or written, in the name of the Board.

PART V INDEPENDENT CONTRACTOR

1.0 Introduction & Requirements

The Contractor is an independent contractor. The Contractor shall not be deemed an employee of the State of Alabama or of the Alabama Real Estate Appraisers Board and, as such, is not entitled to the merits of the State Merit System under this contract. The Contractor shall have no power or authority to bind or otherwise obligate the Board in any manner, except that the Board shall make payment to the Contractor for services as provided herein.

1.1 This is a professional services contract. The Contractor has been selected based upon the qualifications of the individual who holds the professional license required by this RFP. Services under this contract are to be performed by the individual who is awarded the contract.

1.2 The Contractor will work as directed by the Board and will not act unilaterally on behalf of the Board.

2.0 Conflicts of Interest

The Contractor for the Board shall provide professional services utilizing the highest standard of ethics under USPAP and the laws of the State of Alabama and should exercise special care to avoid any conflicts of interest in providing these services.

3.0 Professional Code of Conduct

The Contractor will represent the Board with the highest professional standards in mind and will not do anything to bring reproach upon the Board's professional reputation. At all times the confidential relationship between the appraiser whose work is being examined and the appraiser's client shall be maintained.

4.0 Status

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, the Contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract, which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall be in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

PART VI CONTRACT TERM

1.0 Contract Term

1.1 This contract shall be for a term of twelve (12) months with the option to renew for four (4) additional 12-month periods. The contract and any renewals will commence pending the Chief Procurement Officer's Signature and the Governor's signature. It is understood by both parties that this professional services contract may be terminated at any time by either party upon 60 days' written notice to the other party.

1.2 The provisions, conditions, and terms of this contract are dependent upon the availability of funds to the Board. In the event that insufficient funds are available for the services requested herein, termination or reduction of work effort may be required of the Contractor.

1.3 Notwithstanding any provision to the contrary, this contract may be terminated immediately for cause. Cause shall mean unprofessional behavior, or any act of fraud or misrepresentation.

1.4 The Board may, upon approval of the CPO, increase the compensation of the yearly contract by up to five percent (5%) per year without resoliciting such contract.

1.5 The Board may select more than one vendor from proposals received.

PART VII BID CONTENT

1.0 Content

Each proposal must be submitted in writing and include the following:

- 1.1 A copy of the Contractor appraiser license from all jurisdictions where licensed.
- 1.2 A statement of the qualifications and related experience of the submitter who will perform the services.
- 1.3 A description of the manner in which the Submitter will protect the Board's files and records.
- 1.4 A copy of the Submitter's Memorandum of Understanding cover and signature pages documenting enrollment in the E-Verify Program for Employment Verification.
- 1.5 Completed State of Alabama Disclosure Statement.
- 1.6 Submitter's fee for evaluation of each appraisal report based upon the type of report to be evaluated and the proposed turn time for results of the evaluation to be provided to the Board as set forth in Part III, Scope of Work.
- 1.7 A copy of the Submitter's designation as a review appraiser by any organization.

PART VIII EVALUATION CRITERIA

- 1.0 Contractor will be graded on a scale of 0 to 10 based on the following criteria:
 - 1.1 Qualifications and related experience;
 - 1.2 Designation as a review appraiser;
 - 1.3 Suitability of the proposed form for reporting results to the Board.

1.4 Cost.

PART IX Proposal submission

1. Proposal Questions:

All questions must be submitted via email to rfp.questions@purchasing.alabama.gov. The email subject line must include the solicitation number and title. Questions with answers will be posted as an amendment to the RFP in STAARS. Questions are due no later than Wednesday, February 26, 2025, at 3:00 p.m. CT.

2. Proposal submission:

All proposals must be submitted via email to neva.conway@reab.alabama.gov by the close date. The email line must include the solicitation number and title. Proposals must be submitted by Monday, March 10, 2025, at 5:00 p.m. CT. Late proposals will not be accepted.