

State of Nevada
Department of Business and Industry

Real Estate Division

1818 East College Parkway Ste. 110
Carson City, Nevada 89706



Steve Sisolak
Governor

Sharath Chandra
Administrator

INFORMAL SOLICITATION

March 3, 2021

Jaye Lindsay
State of Nevada
Department of Business and Industry
Real Estate Division
Appraisal Section
Phone Contact: 775-684-1905
Email Delivery: jvlindsay@red.nv.gov

Subject: Appraisal Standard 3 Review

Dear Appraisers:

The State of Nevada, Real Estate Division is seeking proposals from qualified vendors for Appraisal Standard 3 Review services, statewide on an as needed basis. It is the State's intent to enter into contract with Appraisers, acting as independent contractors, who have experience in meeting the various needs of the agency. These needs will vary but include, at a minimum: scope of work.

This is a new contract to provide Appraisal Standard 3 Uniform Standards of Professional Appraisal Practice (USPAP) Desk Review services for the State of Nevada Real Estate Division, Appraisal Section. The Standard 3 USPAP Desk Reviews will aid the Real Estate Division, Appraisal Section in bringing Disciplinary matters and complaints against Appraiser licensees. The appraisals to be reviewed are residential and or commercial appraisal reports and will include respondent's work file. The State of Nevada Real Estate Division will also include any complaint materials to the contractor.

Contractor will complete the Standard 3 USPAP compliance review report in its entirety. In completing this report, the contractor will state specific issues of noncompliance with USPAP and reference the proper USPAP Standard Rule by number. Supplemental addenda may be added to the Standard 3 USPAP Compliance Review Report if deemed appropriate and necessary. All comments must be complete, concise, and detailed. All Standard 3 USPAP Compliance Reviews will be completed within forty-five (45) days after receipt.

The Contractor will complete a USPAP Compliance desk review of the appraisal and work file, math checks of all calculations, verification of comparable sales data, review analysis of market data to develop opinions as to the adequacy and relevance of the data, the propriety of any adjustments to the data, the appropriateness of the appraisal method and techniques used and whether the analysis, opinions

and conclusion in the report are appropriate and reasonable. All complaint materials sent to the Contractor, must be destroyed by the Contractor after the Standard 3 USPAP Compliance review is completed.

This contracted service would follow the Uniform Standards of Professional Appraisal Practice to determine if noncompliance with USPAP exists within the subject appraisal report and assist with completing investigations within twelve (12) month per Federal Guidelines.

The parties agree that the Contractor will provide a Standard 3 USPAP Compliance review for compensation as set forth in this contract. The total contract or installments are payable 30 days after receipt of the invoice by the Real Estate Division.

A fee/charge of \$500.00, per Standard 3 USPAP Compliance Desk Review of a residential property. A fee/charge of \$600.00, per Standard 3 USPAP Compliance Desk Review of a commercial property. All materials emailed must be destroyed after the Standard 3 review is completed.

The parties agree that the Contractor will provide expert testimony at any of the Commission of Appraisers of Real Estate meetings, if necessary, for compensation as set forth in this contract. The total contract or installments are payable 30 days after receipt of the invoice by the Real Estate Division.

A fee/charge of \$200.00 per hour for expert testimony for residential or commercial property. A fee of \$100.00 per hour for all testimonial preparation work. Hourly rates are, billable in 15-minute increments. *

If the contractor is present at the Commission meeting but is not called to provide expert testimony a daily rate of \$300.00 will apply.* *Lesser of the two rates will apply when calculating reimbursement.*

These contracts will be administered by the Real Estate Division, Appraisal Section and are anticipated to commence on July 1, 2021, upon Board of Examiners' approval for an initial two (2) year period.

Your response should address, at a minimum, the following:

- The geographic regions you will provide service, i.e., statewide, rural, northern Nevada, southern Nevada.
- A copy of your current Appraisal License
- A copy of your Certificate of Insurance (must provide the certificate of insurance identifying the coverages as specified in the contract)
- Signed and notarized Affidavit of Rejection
- A copy of an applicable city or county business license
- Contact person, and telephone number for service inquiries.

- Provide a minimum of three references.
- Company ownership and length of time in business

Attached to this request you will find the State's standard Contract for Services of Independent Contractor form for your review. Please give special consideration to Attachment BB, as this identifies the insurance limits contracted vendors will be expected to maintain for the life of the contract.

Questions regarding this solicitation should be sent to Jaye Lindsay, in writing, no later than April 9, 2021. Questions may be emailed to jvlindsay@red.nv.gov. Responses will be provided in writing on or about April 16, 2021, to all vendors who submit questions.

Please provide your written proposal no later than April 30, at 5:00pm, PST. Your proposal must be addressed to Jaye Lindsay, Appraisal Program Manager. Should you have any questions please do not hesitate to contact me email at jvlindsay@red.nv.gov.

Sincerely,

Jaye Lindsay
State of Nevada
Real Estate Division
Appraisal Program Manager

STATE CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this solicitation. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their response.

If exceptions and/or assumptions require a change to the Contract Form, vendors *must* provide the specific language that is being proposed.

Please pay particular attention to the insurance requirements, as specified in Paragraph 12 of the embedded contract.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
FOR LESS THAN \$50,000**

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Department of Business and Industry, Real Estate Division, Appraisal Section
Address:	1818 East College Parkway, Suite 110
City, State, Zip Code:	Carson City, Nevada 89706
Contact:	Jaye Lindsay, Appraisal Program Manager
Phone:	775-684-1905
Fax:	
Email:	jvlindsay@red.nv.gov

Contractor Name:	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Fax:	
Email:	

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*. Contracts requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	7/1/2021	To:	6/31/2023
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2. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

3. **SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOPE OF WORK:	
<p>This is a new contract to provide Appraisal Standard 3, Uniform Standards of Professional Appraisal Practice (USPAP) Desk Review services for the Real Estate Division, Appraisal Section. The appraisals to be reviewed are appraisal reports and work files. The Real Estate Division, Appraisal Section will email all investigative materials to the contractor, with the USPAP checklist.</p>	
<p>The contractor will complete the Standard 3 USPAP compliance desk review in its entirety. In completing the USPAP compliance report, the contractor will state specific issues of noncompliance with USPAP and reference the specific USPAP Standards Rule that applies to the noncompliance, by number. Supplemental addenda may be added to the Standard 3 USPAP Compliance Review Report if deemed appropriate and necessary. All comments must be complete, concise, and detailed regarding any noncompliance. All Standard 3 USPAP compliance reviews will be completed within 45 days of the contractor receiving the request for the desk review.</p>	
<p>The Contractor will complete a USPAP Compliance desk review of the appraisal and work file to include but not limited to the following: mathematical check of all calculations, verification of comparable sales data, analysis of the market data to develop opinions as to the adequacy and relevance of the data, the validity of any adjustments to the data, the appropriateness of the appraisal methods and techniques and whether the analysis, opinions and conclusions in the report are appropriate and reasonable.</p>	
<p>All complaint materials sent to the Contractor must be destroyed by the Contractor once the Standard 3 USPAP compliance review has been completed and sent back to the Appraisal Section of the Real Estate Division.</p>	
<p>The parties agree that the Contractor will provide a Standard 3 USPAP compliance review and expert testimony at any scheduled Commission of Appraisers of Real Estate meetings, if necessary, for compensation set forth in this contract.</p>	
<p>This contracted service will be in compliance with the current approved Uniform Standards of Professional Appraisal Practice to assist with completing investigations within the twelve (12) month Federal Guidelines and to determine if noncompliance with USPAP exists within the subject appraisal report.</p>	

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$500.00	Per	Residential review (\$500.00)
\$600.00	Hour	Commercial review (\$600.00)

\$100.00/per hour		Hour Expert Testimony & Prep. (\$100.00)
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Total Contract or installments payable at:	As required
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Total Contract Not to Exceed:	\$7,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any). Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

5. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

6. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.

7. **CONTRACT TERMINATION.**
 - A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in **Section 2, Notice**. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.

 - B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

 - C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under **Subsection 7D**. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services

required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in **Section 2, Notice**, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under **Subsection 7C**, above, shall run concurrently, unless the notice expressly states otherwise.

8. **REMEDIES**. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
9. **LIMITED LIABILITY**. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
10. **INDEMNIFICATION AND DEFENSE**. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
11. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS**. Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

12. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.

A. Workers' Compensation and Employer's Liability Insurance.

- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.

B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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|--|-------------|
| 1) General Aggregate | \$2,000,000 |
| 2) Products – Completed Operations Aggregate | \$1,000,000 |
| 3) Personal and Advertising Injury | \$1,000,000 |
| 4) Each Occurrence | \$1,000,000 |

C. Reserved.

D. Professional Liability/Errors and Omissions Liability The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- | | |
|---------------------|-------------|
| 1) Each Claim | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |

Mail all required insurance documents to the Contracting Agency identified on page one of the Contract.

13. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

14. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

15. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.

16. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
17. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
18. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
19. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

20. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its Scope of Work constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the “not to exceed” value **Section 4, Consideration** equals or exceeds \$50,000. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor’s Signature	Date	Independent Contractor’s Title
State of Nevada Authorized Signature	Date	Title
State of Nevada Authorized Signature	Date	Title
State of Nevada Authorized Signature	Date	Title
Signature – Clerk of the Board of Examiners		APPROVED BY BOARD OF EXAMINERS
	On:	Date
Approved as to form by:		
Deputy Attorney General for Attorney General	On:	Date