

**STATE OF NORTH DAKOTA  
(10/2010)**

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
MAINTENANCE DIVISION  
608 EAST BOULEVARD AVENUE  
BISMARCK, ND 58505-0700**

Request For Proposal (RFP)

**APPRAISAL SERVICES  
(NON-EMINENT DOMAIN PURPOSES)**

RFP Number: 946-15-15-070

Date of Issue: 20 January 2015

**Grant Levi, P.E.  
DIRECTOR**

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

**PROPOSALS MUST BE DELIVERED TO  
PROCUREMENT SECTION  
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
BY  
5:00PM CENTRAL TIME FEBRUARY 20, 2015**

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT FOR PROCUREMENT**

**REQUEST FOR PROPOSAL TITLE: Appraisal Services, Non-Eminent Domain Purposes**

**REQUEST FOR PROPOSAL NO.: 946-15-15-070**

This agreement is entered into between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota, and Dakota Appraisal & Consulting, LTD., hereinafter referred to as the Contractor, whose address is 304 East Rosser Avenue, P.O. Box 1235, Bismarck, North Dakota, 58502.

In consideration of the mutual covenants herein set forth, NDDOT and the Contractor agree as follows:

1. That in consideration of the payments to be made by NDDOT, the Contractor agrees to provide the services and/or goods in accordance and in conformity with this contract, the Contractor's proposal, dated February 20, 2015, NDDOT's request for proposal issued on January 20, 2015, and any purchase orders issued as a result of this contract. The Contractor's proposal, NDDOT's request for proposal, and any purchase orders are incorporated by reference herein. If discrepancies exist between the Contractor's proposal, and NDDOT's request for proposal, or this contract, NDDOT's request for proposal, and this contract shall govern.
2. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.  
  
Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.
3. The work shall be done pursuant to this contract, to the laws of the state of North Dakota, and to the satisfaction of NDDOT, in accordance with the rules and regulations made pursuant to state and federal law.
4. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.
5. Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for the Department. In the event of insufficient appropriations in future bienniums, NDDOT may give a minimum of 30 days notice to terminate this agreement/contract and have no further obligation to the Contractor.
6. All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT.
7. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
8. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.



9. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
  10. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.
  11. The Contractor shall not assign nor transfer the contractor's interests or duties under this agreement without the express written consent of the state.
  12. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
  13. The Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
  14. Termination
    - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
    - b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
      - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
      - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
      - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.
- Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement.
    - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
    - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
15. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.



16. This agreement becomes effective when all parties have signed and it shall terminate on 03/17/2016.

EXECUTED the date last below signed.

WITNESS:

Kathy J. Shafer

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Dakota Appraisal & Consulting Ltd

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

WITNESS:

Sandra Goebel

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

Grant Levi

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

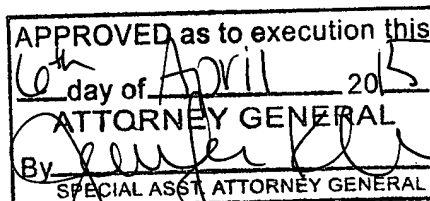
Brad Darr

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 1043 (Div. 50)  
L.D. Approved 2-17-05; 10-14



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



## **Risk Management Appendix**

### **Professional Services Agreement (non-Engineer and Architect Consultants):**

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Contractor shall secure and keep in force during the term of this agreement and for **at least 12 months thereafter** from an insurance company authorized to do business in North Dakota, **professional liability** insurance covering its liability for acts, errors, or omissions in providing or failing to provide professional services, with a minimum coverage limit of **\$1,000,000 per claim**, and **\$1,000,000 aggregate**. Coverage shall be in force during the term of this agreement, and for a period of at least 12 months after.

Contractor shall secure and keep in force during the term of this agreement from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability**
- 2) **Automobile liability**
- 3) **Workers compensation insurance**

Contractor shall produce certificates of insurance or copies of insurance policies upon request by the State.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

LD Approved 6-1-00  
RM Consulted 2007  
Revised 6-07





DAKOAPP-02

PISA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kramer Agency 123 East Broadway Avenue P O Box 1318 Bismarck, ND 58502-1318		(701) 255-4502	<b>CONTACT NAME:</b> Sara Pic <b>PHONE (A/C, No, Ext):</b> (701) 255-4502 <b>FAX (A/C, No):</b> (701) 255-4956 <b>E-MAIL ADDRESS:</b> sarapic@krameragency.com	
<b>INSURED</b> Dakota Appraisal & Consulting Inc PO Box 1235 Bismarck, ND 58502-1235		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : State Auto Property and Casualty Insurance Co		25127
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	BOP2241300	3/16/2015	3/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG. \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**BUSINESS AUTO COMMON POLICY DECLARATIONS****Item One:**

NAMED INSURED AND MAILING ADDRESS: <b>DAKOTA APPRAISAL &amp; CONSULTING LTD</b> <b>PO BOX 1235</b> <b>BISMARCK, ND 58502</b>		AGENT NAME AND ADDRESS: <b>KRAMER AGENCY</b> <b>812 BURLINGTON DR STE 100</b> <b>BISMARCK, ND 58504</b>	
POLICY PERIOD: <b>From: 03/16/2015 To: 03/16/2016</b>		AGENT TELEPHONE: <b>(701) 255-4502</b>	AGT. NO. <b>0056457</b>
COVERAGE IS PROVIDED BY: <b>State Auto Property and Casualty Insurance Co.</b>			
ISSUE TYPE: <b>Renewal</b>		AFTER-HOURS CLAIMS SERVICE: <b>800-766-1853 or www.stateauto.com</b>	
		A STATE AUTO INSURED SINCE: <b>2014</b>	

The coverage and these declarations are effective - 12:01 AM Standard Time on 03/16/2015 at the above mailing address.

THE NAMED INSURED IS: <b>Corporation</b>	BILLING ACCOUNT NUMBER: <b>CB00602711 Direct Bill Insured Full pay</b>
BUSINESS DESCRIPTION: <b>Real Estate Appraisal Office</b>	BILLING QUESTIONS? <b>Call 800-444-9950 X5118</b>
PREVIOUS POLICY NUMBER: <b>BAP2407571</b>	AUDIT PERIOD IF APPLICABLE: <b>None</b>

Upon valid payment of premium when due, these renewal declarations continue your policy for the period indicated. In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**PREMIUM SUMMARY**

* TOTAL POLICY PREMIUM	\$2,238.00
* Includes Terrorism Insurance Coverage	\$8.00

These declarations together with the Common Policy Conditions and coverage form(s) and endorsement(s) identified on these declarations and attached to your policy complete the above numbered policy.

Countersigned \_\_\_\_\_ By \_\_\_\_\_  
(Date) (Authorized Representative)



North Dakota Workforce  
Safety & Insurance

**CERTIFICATE OF  
PREMIUM PAYMENT**  
WORKFORCE SAFETY & INSURANCE  
EMPLOYER SERVICES  
SFN 4920 (04/2007)

1600 EAST CENTURY AVENUE, SUITE 1  
PO BOX 5585  
BISMARCK ND 58506-5585  
Telephone 1-800-777-5033  
Toll Free Fax 1-888-786-8695  
TTY (hearing impaired) 1-800-366-6888  
Fraud and Safety Hotline 1-800-243-3331  
www.WorkforceSafety.com

IBACH JOE  
DAKOTA APPRAISAL & CONSULTING LTD  
304 E ROSSER AVE  
BISMARCK ND 58501-4012

Employer Account Number: 938142

Issued Date: 02/23/2015

Expiration Date: 04/15/2016

## CERTIFICATE OF PREMIUM PAYMENT

This is to certify that North Dakota Workers Compensation coverage is effective for the employer named on this certificate. Employees of the named employer are entitled to apply for the rights and benefits of Workforce Safety and Insurance(WSI).

Coverage under this certificate extends to North Dakota based employers for their North Dakota exposure. Limited coverage extends beyond the physical boundaries of North Dakota. Contact the Policyholder Services Department of WSI at 1-800-777-5033 for further information on coverage issues or to inquire into the status of the holder of this certificate.

North Dakota Century Code § 65-04-04 requires that each employer post this Certificate of Premium Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement.

A Certificate of Premium Payment may be revoked for failure to make required premium payments.

*Barry Schumacher*

Barry Schumacher  
Chief of Employer Services

Class	Classification Description
8747 8805	Professional/Business Reps Clerical Office Employees

# JOSEPH J. IBACH, MAI

## QUALIFICATIONS

### STATE CERTIFICATIONS

<u>Date(s)</u>	<u>Certification</u>	<u>State</u>	<u>Permit No.</u>
1991 - Present	Certified General Appraiser	ND	CG-1009
1993 - Present	Certified General Appraiser	SD	324CG
1993 - Present	Certified General Appraiser	MT	REA-RAG-LIC-241
1993 - Present	Certified General Appraiser	MN	4001062
1993 - Present	Certified General Appraiser	WY	420

### PROFESSIONAL AFFILIATIONS

<u>Date(s)</u>	<u>Affiliation</u>	<u>Organization</u>
1988 - Present	MAI Designated Member	Appraisal Institute (AI member since 1980)
1996 - Present	Chairman	NDREAB <sup>1</sup> (Board member since 1993)
2013 - Present	Board Member	Association of Appraiser Regulatory Officials (AARO)
1983 - Present	Approved Appraiser	Federal Housing Administration (FHA)
1983 - Present	Realtor Member	Bismarck-Mandan Board of Realtors & North Dakota/National Association of Realtors
1989 - Present	Associate Member	ASFMRA <sup>2</sup>

### WORK EXPERIENCE

<u>Date(s)</u>	<u>Title</u>	<u>Employer</u>	<u>Location</u>
1982 - Present	Owner/President	Dakota Appraisal & Consulting, Ltd.	Bismarck, ND
1977 - 1982	Fee Appraiser <i>Multitude of appraisal assignments</i>	Ray Reilly Appraisal Consultants, Inc.	Grand Forks, ND
1975 - 1977	Staff Appraiser <i>Responsible for all residential and commercial appraising and the supervision of construction loans</i>	Gate City Savings and Loan Assn.	Bismarck, ND

### COURT TESTIMONY

Qualified as an expert witness in Walsh, Emmons, Burleigh, Ramsey, Wells, Ward, and Mercer County District Courts and U.S. District Bankruptcy Court in Fargo, Bismarck, and Minot, ND

### CONTINUING APPRAISAL EDUCATION

<u>Date(s)</u>	<u>Course</u>	<u>Sponsor</u>
Dec. 2014	Most Common USPAP Violations	NDREAB
Aug. 2014	Appraisal Institute's Summer Conference	Appraisal Institute
Mar. 2014	Subdivision Valuation	NDREAB
Dec. 2013	FHA-Current Appraisal Requirements	NDREAB
Dec. 2013	National USPAP Update 2014-2015	NDREAB
Dec. 2012	Understanding the Appraiser's Methods - Sales Concessions	NDREAB
Dec. 2012	Most Common USPAP Violations	NDREAB
Jul. 2012	Business Practices & Ethics	Appraisal Institute
Dec. 2011	ASFMRA <sup>2</sup> Best in Business Ethics for New Members	ASFMRA
Dec. 2011	National USPAP Update 2012-2013	NDREAB
Dec. 2011	Fundamentals of Separating Real, Personal Property, and Intangible Business Assets	Appraisal Institute
Aug. 2011	Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute
May 2011	The Uniform Appraisal Dataset from Fannie Mae and Freddie Mac "What You Need to Know Now"	NDREAB

<sup>1</sup>NDREAB: ND Real Estate Appraiser Qualifications & Ethics Board

<sup>2</sup>ASFMRA: American Society of Farm Managers & Rural Appraisers

## JOSEPH J. IBACH, MAI

### QUALIFICATIONS, (Cont'd)

#### **SECONDARY/POST EDUCATION**

<u>Date(s)</u>	<u>School/Degree</u>	<u>Location</u>
1971 - 1975	Dickinson State College <i>B.A. Degree, Business Administration</i> <i>B.S. Degree, Secondary Education</i>	Dickinson, ND
1967 - 1971	Linton Public High School	Linton, ND

#### **PARTIAL LIST OF MAJOR CLIENTS**

##### Financial Institutions

Alerus Financial, American Bank Center, American Federal Bank, Bank of North Dakota, BNC National Bank, Bremer Bank, Cornerstone Bank, Dacotah Bank, Dakota Community Bank, Farm Credit Services, First American Bank West, Bell State Bank, First Community Credit Union, First International Bank & Trust, First National Bank & Trust (Williston), First Southwest Bank, First Western Bank & Trust, Gate City Bank, Kirkwood Bank & Trust, Northland Financial, Ramsey National Bank & Trust Co., Security State Bank (Linton, ND), Starion Financial, Stearns Bank (St. Cloud, MN), U.S. Bank National Association, Unison Bank, VISIONBank, Wells Fargo Bank, Yellowstone Bank.

##### Government Agencies

City of Bismarck, City of Minot, Emmons County, Federal Deposit Insurance Corporation (FDIC), General Services Administration (GSA), ND Department of Transportation, ND Public Service Commission, Mountrail County, Oliver County, ND State Land Department, ND State Water Commission, University of North Dakota, U.S. Army Corps of Engineers, U.S. Attorney's Office, U.S. Bureau of Reclamation, U.S. Department of Agriculture, U.S. Department of Interior/Fish & Wildlife Services, U.S. National Park Service, Veterans Administration.

##### Employee Relocation Companies\

Cartus, Dwellworks, LLC, Prudential Relocation

##### Businesses/Corporations

Advanta Mortgage, Alliance Pipeline Co., Basin Electric Power Cooperative, Brutger Equities, Burlington Northern/Santa Fe Railroad, Cloverdale Foods Company, Diamond Shamrock, Dougherty Funding, Falkirk Mining, Fannie Mae, Freddie Mac, G.E. Assurance Holdings, Inc., ING Inc., Glaser Financial, GreenTree Mortgage, Houston Engineering, Inc., Kadrmas, Lee & Jackson, Minnkota Power Cooperative, North American Coal, St. Alexius Medical Center, SuperValu Stores, Inc, The Nature Conservancy, Ulteig Engineers, United Power Cooperative, Venture Mortgage, Wal-Mart, and numerous realty firms, law firms, private clients, etc.

#### **TYPES OF APPRAISAL ASSIGNMENTS**

##### Residential

Single family and multi-family, condominium/townhouse units and projects.

##### Commercial

Lodging, resorts, medical clinics, office buildings, retail/commercial buildings, automobile dealerships, industrial buildings, restaurants, manufactured housing parks, financial institution buildings, senior care properties, convenience stores, truck stops, warehouses, agricultural processing facilities, self-storage, grocery stores, etc.

##### Land

Residential, commercial, industrial, farms, and ranches.

##### Other

Condemnation (representing property owners and condemning agencies), rent analysis, informational studies, and feasibility studies.

# North Dakota Real Estate Appraiser Qualification and Ethics Board

THIS IS TO CERTIFY THAT

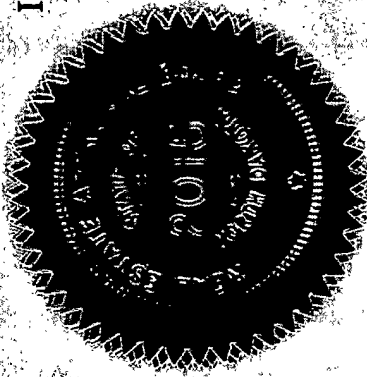
*Joseph J. Ibach*

IS FULLY QUALIFIED IN THE STATE OF NORTH DAKOTA AS A:

**CERTIFIED GENERAL REAL PROPERTY APPRAISER**

PERMIT NO. CG-1009

FROM THE DATE HEREOF UNLESS TERMINATED BY THE APPRAISAL BOARD



IN WITNESS WHEREOF, The Appraisal Board has caused these presents to be signed and the official seal to be hereunto affixed

this 16th day of December, 19 91

North Dakota Real Estate Appraiser Qualifications and Ethics Board

*Jodie R. Campbell*  
Executive Secretary

North Dakota Real Estate  
Appraiser Qualifications and Ethics Board

This is to certify that: **Joseph J. Ibach**  
Is fully qualified in the State of North Dakota as a:  
**Certified General Appraiser**

Permit Number: CG-1009  
Date of Issuance: 01/01/15  
Expiration Date: 12/31/15

Unless sooner suspended or revoked, as provided by law.

Appraiser Signature: *J. Ibach*

# COREY J. KOST, MAI

## QUALIFICATIONS

### STATE CERTIFICATIONS

<u>Date(s)</u>	<u>Certification</u>	<u>State</u>	<u>Permit No.</u>
2013-Present	Certified General Appraiser	ND	CG-21378
2013-Present	Certified General Appraiser	SD	1297CG
2013-Present	Certified General Appraiser	MT	REA-RAG-LIC-5085
2005-Present	Engineering Intern	ND	

### PROFESSIONAL AFFILIATIONS

<u>Date(s)</u>	<u>Affiliation</u>	<u>Organization</u>
2013-Present	MAI Designated Member	Appraisal Institute (AI member since 2010)
2010-Present	Realtor Member	Bismarck-Mandan Board of Realtors, North Dakota/National Association of Realtors

### WORK EXPERIENCE

<u>Date(s)</u>	<u>Title</u>	<u>Employer</u>	<u>Location</u>
2009-Present	Staff Appraiser <i>Multitude of appraisal assignments</i>	Dakota Appraisal & Consulting, Ltd.	Bismarck, ND
2005-2009	Project Engineer <i>Specializing in custom residential and commercial structural design</i>	C&H Engineering & Surveying	Bozeman, MT

### CONTINUING APPRAISAL EDUCATION

<u>Date(s)</u>	<u>Course</u>	<u>Sponsor</u>
Dec. 2014	Most Common USPAP Violations	NDREAB*
Dec. 2013	USPAP Update 2014-2015	NDREAB

### SECONDARY/POST EDUCATION

<u>Date(s)</u>	<u>School/Degree</u>	<u>Location</u>
2001-2005	University of North Dakota <i>B.S. Degree, Civil Engineering</i>	Grand Forks, ND
1998-2001	Century High School	Bismarck, ND

### PARTIAL LIST OF MAJOR CLIENTS

#### Financial Institutions

AgCountry Farm Credit Services, Amarillo National Bank, American Bank Center, American Federal Bank, American State Bank & Trust, Bank of Baker, Bank West, BNC National Bank, Bremer Bank, Capital Credit Union, Choice Financial, Cornerstone Bank, Dacotah Bank-Sioux Falls, Dakota Community Bank & Trust, Dakota Western Bank-Bowman, Embrace Home Loans, Farmer's and Merchants State Bank, First Community Credit Union, First International Bank & Trust, First National Bank & Trust, First State Bank of North Dakota, First Western Bank & Trust, Gate City Bank, Great Western Bank, Great Western Bank-Sioux Falls, JP Morgan Chase Bank, Northland Financial, Quicken Loans, Northland Financial, North Star Community Credit Union, Pinnacle Bank, Security First Bank of North Dakota, Starion Financial, State Bank & Trust, Stockman Bank, Unison Bank, The Union Bank-Beulah, U.S. Bank, VISIONBank, Voyager Bank, Wells Fargo Bank

#### Government Agencies

City of Bismarck, Burleigh County, Minot Public Schools, ND Department of Transportation

#### Other

Basin Electric Power Cooperative, Houston Engineering, Kadrmas, Lee, & Jackson, McDonalds USA, Minnkota Power Cooperative, Ulteig Engineers, law firms, estates, etc.

### TYPES OF ASSIGNMENTS

Residential:	Single-family, condominium, 2-4 unit multi-family
Commercial:	Apartments, automobile dealerships, convenience stores, industrial, lodging, medical, office, restaurants, retail, RV/mobile home parks, sales and service, self-storage, senior-living, warehouses, worker-housing, etc.
Land:	Commercial, industrial, and residential sites, development tracts, and agricultural land

\*NDREAB: ND Real Estate Appraiser Qualifications & Ethics Board

**North Dakota  
Real Estate Appraiser  
Qualification and Ethics Board**

THIS IS TO CERTIFY THAT

*Corey J. Kost*

IS FULLY QUALIFIED IN THE STATE OF NORTH DAKOTA AS A:

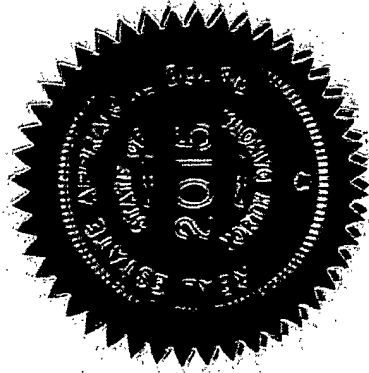
**CERTIFIED GENERAL APPRAISER**

PERMIT NO. CG-21378

FROM THE DATE HEREOF UNLESS TERMINATED BY THE APPRAISAL BOARD

IN WITNESS WHEREOF, The Appraisal Board has caused these  
presents to be signed and the official seal to be hereunto affixed this

\_\_\_\_ 11th day of April, 20 13



North Dakota Real Estate Appraiser Qualification and Ethics Board

*[Signature]*  
Executive Secretary

North Dakota Real Estate  
Appraiser Qualifications and Ethics Board

This is to certify that: **Corey J. Kost**

Is fully qualified in the State of North Dakota as a  
Certified General Appraiser

Permit Number: CG-21378

Date of Issuance: 01/01/15

Expiration Date: 12/31/15

Unless signer suspended or revoked as provided by law.

*[Signature]*  
Appraiser Signature

## F. NICK BOUTROUS

### QUALIFICATIONS

#### STATE CERTIFICATIONS

<u>Date(s)</u>	<u>Certification</u>	<u>State</u>	<u>Permit No.</u>
2008-Present	Certified General Appraiser	ND	CG-2802
2013-Present	Certified General Appraiser	SD	1298CG

#### PROFESSIONAL AFFILIATIONS

<u>Date(s)</u>	<u>Affiliation</u>	<u>Organization</u>
2005-Present	Realtor Member	Bismarck-Mandan Board of Realtors, North Dakota/National Association of Realtors

#### WORK EXPERIENCE

<u>Date(s)</u>	<u>Title</u>	<u>Employer</u>	<u>Location</u>
2005-Present	Staff Appraiser	Dakota Appraisal & Consulting, Ltd.	Bismarck, ND
2004-2005	Apprentice Appraiser	Bis-Man Appraisals	Bismarck, ND
2004-2005	Sales Agent	Alliance Real Estate	Bismarck, ND
2001-2003	Research Analyst	James Real Estate Services, Inc.	Denver, CO
1997-2001	Property Manager	The Boutrous Group, LLC	Bismarck, ND

#### CONTINUING APPRAISAL EDUCATION

<u>Date(s)</u>	<u>Course</u>	<u>Sponsor</u>
Dec. 2014	Small Residential Income Property Appraisal	NDREAB
Dec. 2014	Most Common USPAP Violations	NDREAB
Dec. 2013	National USPAP Update 2014-2015	NDREAB <sup>1</sup>
Dec. 2013	Introduction to Legal Descriptions	McKissock
Jan. 2013	Appraising Rural Residential Properties	ASFMRA <sup>2</sup>
Jan. 2013	Appraising Natural Resources	ASFMRA
Dec. 2011	National USPAP Update 2012-2013	NDREAB
Feb. 2011	Advanced Sales Comparison & Cost Approach	Appraisal Institute
Feb. 2010	National USPAP Update 2010-2011	NDREAB
Sep. 2009	Advanced Applications	Appraisal Institute
Mar. 2009	Advanced Income Capitalization	Appraisal Institute
Feb. 2008	National USPAP Update 2008-2009	NDREAB
Jun. 2007	Apartment Appraisal	Appraisal Institute

#### SECONDARY/POST EDUCATION

<u>Date(s)</u>	<u>School/Degree</u>	<u>Location</u>
1983-1987	University of North Dakota <i>BA Degree - Business Administration</i>	Grand Forks, ND
1981-1983	Bismarck High School	Bismarck, ND

#### PARTIAL LIST OF MAJOR CLIENTS

##### Financial Institutions

Bank Center First, BNC National Bank, Bremer Bank, Community First National Bank, First Bank & Trust, First International Bank & Trust, First Western Bank & Trust, Gate City Bank, Kirkwood Bank & Trust, Security First Bank, State Bank & Trust, U.S. Bank, Wells Fargo Bank.

#### TYPES OF ASSIGNMENTS

Residential:	Single family, multi-family, condominiums.
Commercial:	Office buildings, retail buildings, retail strip centers, mixed use buildings, lodging facilities, medical clinics, automobile dealerships, churches, manufactured housing parks, restaurants, apartment buildings, industrial facilities, self storage, sales and service facilities, and institutional facilities.
Land:	Commercial and industrial.

<sup>1</sup>NDREAB: ND Real Estate Appraiser Qualifications & Ethics Board

<sup>2</sup>ASFMRA: American Society of Farm Managers & Rural Appraisers



**North Dakota  
Real Estate Appraiser  
Qualification and Ethics Board**

**THIS IS TO CERTIFY THAT  
F. Nick Boutrous**

**IS FULLY QUALIFIED IN THE STATE OF NORTH DAKOTA AS A:**

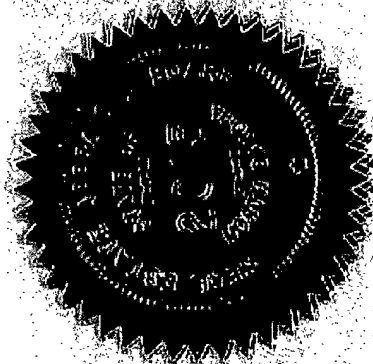
**CERTIFIED GENERAL APPRAISER**

**PERMIT NO. CG-2802**

**FROM THE DATE HEREOF UNLESS TERMINATED BY THE APPRAISAL BOARD**

**IN WITNESS WHEREOF, The Appraisal Board has caused these  
presents to be signed and the official seal to be hereunto affixed this**

**2nd day of April, 20 08**



North Dakota Real Estate Appraiser Qualifications and Ethics Board

*[Signature]*  
Executive Secretary

North Dakota Real Estate  
Appraiser Qualifications and Ethics Board

This is to certify that: **F. Nick Boutrous**

*is fully qualified in the State of North Dakota as a  
Certified General Appraiser*

Permit Number: **CG-2802**

Date of Issuance: **01/01/15**

Expiration Date: **12/31/15**

*Unless sooner suspended or revoked, as provided by law.*

Appraiser Signature

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## **SECTION ONE INTRODUCTION AND INSTRUCTIONS**

### **1.01**

#### **Purpose of the RFP**

The North Dakota Department of Transportation (NDDOT), Maintenance Division is soliciting proposals from qualified, professional real estate appraisers to provide appraisal services as described herein. Appraisals are needed to assist the NDDOT in decisions relating to the disposal of excess parcels of land, in the leasing of parcels, or in the purchase of property to be used as a state facility, such as a state maintenance site. Appraisals under this contract will not be for eminent domain purposes.

All parcels are unimproved land, including single-family residential, commercial/industrial, and agricultural land. Parcels to be disposed include those suitable for development and use, as well as those that are uneconomic in nature because of issues with size, shape, or other limitations. All parcels are located in the State of North Dakota.

NDDOT intends to award separate contracts to two independent vendors. Contracts will extend for a one-year period, and include two options to renew, each for one additional year. Some assignments will require both vendors to appraise the same property, as per N.D.C.C. § 54-01-05.2. Where only one appraisal is needed, assignments will be made on a rotational basis.

### **1.02**

#### **Contact Person, Telephone, Fax, E-mail**

PROCUREMENT OFFICER: Greg F. Doll  
PHONE: 701-328-2613  
FAX: 701-328-0310  
TTY Users call: 7-1-1  
E-MAIL: [gdoll@nd.gov](mailto:gdoll@nd.gov)

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

### **1.03**

#### **RFP Schedule**

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

<b><u>RFP Schedule</u></b>	<b><u>Date</u></b>	<b><u>Time (CST)</u></b>
RFP Issue Date	January 20, 2015	
Deadline for Receipt of Questions and Objections	January 30, 2015	5:00PM
Responses to Questions/RFP Amendments (if required)	February 9, 2015	
Deadline for Receipt of Proposals	February 20, 2015	5:00PM
Proposal Review and Evaluation Completed By	March 2, 2015	
Notice of Intent to Award	March 9, 2015	
Award of Contract	March 16, 2015	
Contract Start Date	March 18, 2015	

#### **1.04**

##### **Return Mailing Address and Deadline for Receipt of Proposals**

Offerors must submit ONE ORIGINAL AND THREE COPIES of its proposal in a sealed envelope or package.

Cost proposals must be submitted in a separate sealed envelope, plainly marked, "Cost Proposal." Only ONE original cost proposal is required.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

North Dakota Department of Transportation

Procurement Section, Rm 222

Request for Proposal (RFP): Appraisal Services (Non-Eminent Domain Purposes)

RFP Number: 946-15-15-070

608 East Boulevard Avenue

Bismarck ND 58505-0700

Proposals must be received by the purchasing agency at the location specified no later than 5:00PM, Central Time on February 20, 2015. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

#### **1.05**

##### **Assistance to Offerors with a Disability**

Offerors with a disability that need an accommodation should contact the procurement officer prior to the Deadline for Receipt of Proposals specified in 1.03 RFP Schedule so that reasonable accommodation can be made.

#### **1.06**

##### **Deadline for Receipt of Questions and Objections**

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the Purchasing Agency, addressed to the procurement officer, citing the RFP number and the RFP contract or attachment section(s). Questions through oral communication will not be accepted. To allow sufficient time to respond or to issue any necessary amendment to the RFP, the procurement officer shall receive these questions by the Deadline for Receipt of Questions and Objections specified in 1.03 RFP Schedule. If no deadline is specified, questions or objections must be received at least 7 days prior to solicitation closing.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications are considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

#### **1.07**

##### **Approved Vendor Registration Requirements**

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved by the contract start date.

To become an approved vendor, the offeror must:

- 1) be registered with the North Dakota Secretary of State (fees apply), and
- 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office.

Prospective offerors may access the Procurement Vendor Database on-line to verify whether the offeror is currently on the State's bidders list or may register on-line to become an approved vendor. The bidders list that will be used for this solicitation is as follows:

Commodity code:	946 – Financial
Sub-Class:	15 – Appraisal Services, Real Estate

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.nd.gov/spo/vendor/registry/>. Contact the Vendor Registry Office at 701-328-2683 or [infospo@nd.gov](mailto:infospo@nd.gov) for assistance.

If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

#### **1.08**

##### **Pre-proposal Conference**

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

#### **1.09**

##### **Amendments to the RFP**

If an amendment to this RFP is issued, it will be provided to all offerors who were notified of the RFP and to those that have requested a copy of the RFP from the procurement officer. Amendments will also be posted to the State Procurement Website at [www.nd.gov/spo](http://www.nd.gov/spo).

#### **1.10**

##### **News Releases**

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

**1.11****Notice Provided**

Notice of this solicitation has been provided in accordance with N.D.C.C. § 54-44.4-09. The Request for Proposal and any amendments to the RFP will be posted on the following website:

<http://www.nd.gov/spo/>

**1.12****Letter of Interest**

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

## **SECTION TWO BACKGROUND INFORMATION**

### **2.01**

#### **Background Information**

The North Dakota Department of Transportation (NDDOT), Maintenance Division is soliciting proposals from qualified, professional real estate appraisers to provide appraisal services as described herein. Appraisals are needed to assist the NDDOT in decisions relating to the disposal of excess parcels of land, in the leasing of parcels, or in the purchase of property to be used as a state facility, such as a state maintenance site. Appraisals under this contract will not be for eminent domain purposes.

All parcels are unimproved land, including single-family residential, commercial/industrial, and agricultural land. Parcels to be disposed include those suitable for development and use, as well as those that are uneconomic in nature because of issues with size, shape, or other limitations. All parcels are located around the State of North Dakota.

NDDOT intends to award separate contracts to two independent vendors. Contracts will extend for a one-year period, and include two options to renew, each for one additional year. Some assignments will require both vendors to appraise the same property, as per N.D.C.C. § 54-01-05.2. Where only one appraisal is needed, assignments will be made on a rotational basis.



## **SECTION THREE SCOPE OF WORK**

### **3.01**

#### **Scope of Work Overview**

The North Dakota Department of Transportation (NDDOT), Maintenance Division is soliciting proposals from qualified, professional real estate appraisers to provide appraisal services as described herein. Appraisals are intended to assist the NDDOT in decisions relating to the disposal of excess parcels of land, in the leasing of parcels, or in the purchase of property to be used as a state facility, such as a state maintenance site. Appraisals under this contract will not be for eminent domain purposes.

All parcels consist of unimproved land (or land with insignificant improvements), including single-family residential, commercial/industrial, and agricultural land. Some parcels were originally purchased by NDDOT to be used in conjunction with a state facility (e.g. maintenance site) or were acquired for highway right-of-way purposes, but are now no longer needed for the original purpose. Other parcels may have been acquired as an uneconomic remnant in the course of a right-of-way acquisition. In all of these situations, appraisal services will be used to assist NDDOT in decisions relating to parcel disposal. In still other cases, NDDOT may need to hold a parcel already in its ownership for a future use (e.g. future highway construction), but the use is not anticipated to be immediate. In these circumstances, it may be advantageous for NDDOT to lease the parcel to a third party until such time that the prospective future use becomes feasible.

Parcels to be disposed or leased include those suitable for development and use, as well as those that are uneconomic in nature because of issues with size, shape, or other limitations. All parcels are located in the State of North Dakota.

Most appraisal assignments will involve appraising the fee simple estate in the parcel, with Market Value, as defined in N.D.C.C. § 24-01-01.1(27), being the value standard for estimation. It is anticipated that only the Sales Comparison Approach will be relevant to each assignment, though the appraiser should explain the omission of any of the usual approaches. Some assignments, involving the disposal or leasing of excess parcels of highway right-of-way, may require using "across the fence" (ATF) methodology, as is customarily used by highway departments in valuation assignments involving the disposal or leasing of "remnant" parcels that are not able to function as a "stand alone" parcel, but may appeal only to an adjoining parcel owner interested in combining the parcel with adjacent holdings.

The Client and Intended User of each appraisal will be the North Dakota Department of Transportation. There are no other Intended Users.

In each assignment, NDDOT will specify the type of USPAP-compliant report (Appraisal Report; Restricted Appraisal Report) needed. Where a Restricted Appraisal Report is requested, the appraiser will be required to submit both the report and a copy of the appraiser workfile developed in the course of the appraisal assignment.

NDDOT intends to award separate contracts to two independent vendors. Contracts will extend for a one-year period, and include two options to renew, each for one additional year. Some assignments will require both vendors to appraise the same property, as per N.D.C.C. § 54-01-05.2. Where only one appraisal is needed, assignments will be made on a rotational basis.

Individual appraisal assignments will be dependent upon the business needs of the Department. NDDOT currently anticipates a tentative need for approximately ten (10) Appraisal Assignments, which are listed and briefly described in Attachment 6 and 7 of this RFP (see Tentative List of Proposed Appraisal Assignments and corresponding work exhibits). However, NDDOT does not guarantee a minimum or specific number of Appraisal Assignments, and NDDOT reserves the right to modify the Tentative List of Proposed Appraisal Assignments by adding or deleting individual Appraisal Assignments as the need may arise. Should additional Appraisal Assignments be added during the contract term following the award of contract, work requirements will conform to this RFP's Scope of Work.

At the time of this RFP, NDDOT has immediate, priority need for an appraisal of excess land near the Fargo District Office (see Task No. 8.22 of Attachment 6, 'Tentative List of Proposed Appraisal Assignments', and corresponding work exhibit No. 8.22 of Attachment 7), followed by an appraisal of a state pit site located in Valley City (see Task No. 2.04, Attachment 6, and corresponding work exhibit No. 2.04 of Attachment 7). Both assignments require adherence to the rigid time frames specified in this RFP (see RFP, 3.07, Contract Schedule), with the Fargo appraisal (Task No. 8.22) commencing immediately after execution of the RFP contract. In both of these assignments, an appraisal will be obtained from each of the two vendors. Delivery of these assignments must be in the order of the appraisal of the Fargo appraisal first, followed by the appraisal of the Valley City property, and according to the schedule provided within this RFP. Vendors have NDDOT's Work Authorization to begin these two assignments immediately upon execution of the RFP contract.

All other assignments will be initiated by the NDDOT as needed through a Request for Appraisal, and the contractor may not begin work until receiving a Work Authorization from NDDOT to proceed.

### **Definitions**

"Agreement" or "RFP Contract"	means the contract, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms and conditions as found in Attachment 2 of this RFP and entered into between the Contractor and the North Dakota Department of Transportation.
"Across the fence" (aka "ATF"; "at the fence"; or "over the fence")	An appraisal method frequently used by highway departments in the disposal of excess right of way. In the ATF methodology, the parcel under appraisement is valued at the same unitary rate as the adjoining property 'across the fence', the theory being that the excess parcel's unitary value (e.g. "price per square foot"; "price per acre", etc.) should not be any less or more than the value of the adjoining parcel from which the property under appraisement originated.
"Appraisal"	The act or process of developing an opinion of value; an opinion of value. In this contract, appraisals must be developed in accordance with USPAP Standard Rule 1 and must be numerically expressed as a specific amount.
"Appraiser"	means one or more qualified individual(s) employed by the selected Contractor to perform appraisal services covered under an Appraisal Assignment created by NDDOT's Request for Appraisal.
"Appraisal Assignment"	means the individual appraisal service task either appearing on the Tentative List of Proposed Appraisal Assignments or otherwise requested by NDDOT from the vendor as a result of the RFP and RFP Contract, and for which the vendor has specific authorization from NDDOT to proceed.
"Board-Certified Appraiser"	A qualified appraiser, certified by North Dakota Appraiser Qualifications and Ethics Board (NDAQEB), either as 'Certified General' or 'Certified Residential', OR, possessing comparable certification by the regulatory agency of another state AND has obtained reciprocity or a temporary practice permit from the NDAQEB prior to the date that proposals are due. In this contract, an appraiser certified as 'Certified Residential' may only provide appraisal services on properties with a residential highest and best use.

"Appraisal Report"	One of two types of written reporting options used to communicate the results of an appraisal, as described in and complying with Standard 2 of the USPAP. ("Restricted Appraisal Report" is the other written reporting option).
"Contractor"	means the vendor selected pursuant to this RFP and who is awarded a contract for the provision of appraisal services and thereby eligible to respond to a Request for Appraisal for a specific Appraisal Assignment.
"Department" or "NDDOT"	means the North Dakota Department of Transportation
"Market Value"	means the highest price for which property can be sold in the open market by a willing seller to a willing purchaser, neither acting under compulsion and both exercising reasonable judgment. (N.D.C.C. § 24-01-01.1(27)).
"Property" or "Subject Property"	means the property for which a particular Appraisal Assignment has been requested.
"Qualified Appraiser"	One who is expected to perform valuation services competently and in a manner that is independent, impartial, and objective, and who is either board-certified by the North Dakota Appraiser Qualifications and Ethics Board (NDAQEB) OR possesses a comparable level of certification from another State Board AND has obtained reciprocity or a temporary practice permit from the NDAQEB.
"Request for Appraisal"	means the solicitation document issued by NDDOT for all work and analysis necessary to complete the scope of work for each Appraisal Assignment.
"Respondent", "Vendor", or "Offeror"	means the companies or individuals who submit their Proposal in response to this RFP
"Restricted Appraisal Report"	One of two types of written reporting options used to communicate the results of an appraisal, as described in and complying with Standard 2 of the USPAP. ("Appraisal Report" is the other written reporting option). For purposes of this contract, references to Restricted Appraisal Report include the report <u>and</u> a copy of the appraiser's workfile developed in the course of the assignment.
"Services"	means performance of all tasks, activities and deliverables associated with individual Appraisal Orders as performed by qualified and licensed personnel for the Contractor for each applicable Work Authorization
"USPAP"	Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Standards Board of The Appraisal Foundation
"Work Authorization"	means the Appraisal Assignment awarded to the Contractor and subsequent notice from NDDOT to proceed with the assignment.

"Workfile"

Documentation necessary to support an appraiser's analyses, opinions, and conclusions, in compliance with the Record Keeping Rule of the USPAP.

***State-Furnished Property/Services***

With each Work Authorization, NDDOT will furnish a Legal Description of the Subject Property, a brief general history of the Subject Property and, as available, a Right of Way plat or other work exhibit depicting the Subject Property. All such information is preliminary in nature and provided without assurances as to its accuracy or completeness, and the Contractor will be responsible for conducting all necessary reviews, investigations, analyses, and any other follow-up work as may be needed to complete the appraisal assignment.

***Contractor-Furnished Property***

Contractor will provide all materials, equipment, personnel, and other resources as needed to complete the appraisal assignment.

***Description of Specific, Results-Oriented Tasks***

Appraisal services to be performed by a Qualified Appraiser.

For each Work Authorization, develop and report an appraisal of the Subject Property in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and any additional assignment requirements as specified in this RFP and in the North Dakota Department of Transportation (NDDOT) Request for Appraisal.

Appraisals prepared for NDDOT's leasing or disposal of excess right-of-way under N.D.C.C. § 24-01-28 to address "across the fence" methodology.

Respond to/resolve follow-up questions, if any, from NDDOT to assist the agency in its review of Appraisal Report.

***Safety Requirements/Risk Management***

There are no known hazards associated with the work to be performed.

***Quality Assurance***

Appraiser to provide periodic, scheduled performance updates during performance of the Work Assignment.

Appraiser to adhere to Work Assignment schedule and provide all deliverables, as per RFP, 3.02.

Appraisal development and reporting to comply with Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of the Appraisal Foundation, and any additional assignment requirements as specified by North Dakota Department of Transportation (NDDOT).

Appraiser to respond to/resolve follow-up questions, if any, from NDDOT, to assist the agency in its review of the Appraisal Report provided by the Contractor as a result of the Work Assignment.

***Applicable Laws, Rules and Directives***

23 C.F.R. 710.409, Disposals; relates to the disposal of real property interests determined to be excess to transportation needs;

N.D.C.C. § 24-01-28, Vacating highways by Director - sale of property: relates to the disposal of highway right-of-way;

N.D.C.C. § 54-01-05.2, Sale of state-owned land – notice; relates to disposal of state-owned land (not right-of-way) by public sale;

Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

**Technical Exhibits**

ATTACHMENT 6, 'Tentative List of Proposed Appraisal Assignments'

ATTACHMENT 7, RW plats and other work exhibits pertinent to Attachment 6

**3.02**

**Deliverables**

For each Appraisal Assignment in which NDDOT has issued its Work Authorization, the Contractor will be required to provide the following deliverables;

- a. Periodic, scheduled performance updates during Appraisal Assignment.
- b. Adherence to Appraisal Assignment schedule and deliverables.
- c. Fargo appraisal (Appraisal Assignment 8.22): Work for this priority assignment is authorized to commence immediately upon execution of the RFP contract. Property inspection must occur within five days of the RFP contract's execution.
- d. Valley City appraisal (Appraisal Assignment 2.04): Work for this priority assignment is authorized upon execution of the RFP contract. The starting date for this assignment must be no later than the scheduled delivery of the Fargo appraisal (Appraisal Assignment 8.22) to NDDOT.
- e. All other assignments under RFP Contract: Inspect subject property and market (including market comparisons) within twenty calendar days of Work Authorization. Appraiser to provide written notification of completion of this task within one business day of completion.
- f. Appraisal development and reporting to comply with Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of the Appraisal Foundation, and any addition assignment requirements as specified by North Dakota Department of Transportation (NDDOT).
- g. One signed original Appraisal Report or Restricted Appraisal Report (whichever is requested by NDDOT) plus one electronic copy (pdf format) of the signed original report, delivered to NDDOT within 30 calendar days of the inspection of the Subject Property, as per Item 3.02(c). When a Restricted Appraisal Report is required, a copy of the appraiser's workfile will also be delivered. The workfile copy may be in the form of electronic pdf format.
- h. All appraisal reports (Appraisal Report; Restricted Appraisal Report) require the following exhibits:
  - R/W Plat, if provided by NDDOT. (Substitute site sketch/plot plan if no R/W plat is available.)
  - Aerial photo of subject property
  - Front/back and street photos of subject property
  - Map of Comparable Market Data
- i. Appraiser to respond to/resolve follow-up questions, if any, to assist NDDOT in its review of the report.

**3.03**

**Location of Work**

The State will not provide workspace for the contractor.

### **3.04**

#### **Prior Experience**

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are:

1. Each Appraiser performing appraisal services under this contract must be a Board-Certified Appraiser ('Certified General'; 'Certified Residential'), in good standing, for a minimum of five years through the present. (Note: In this contract, an appraiser certified as 'Certified Residential' may only provide appraisal services on properties that have a residential highest and best use.) Appraisers that have obtained reciprocity or a temporary practice permit from the North Dakota Appraiser Qualifications & Ethics Board, are required to have a similar minimum five-year certification period, in good standing, in their own home-state.
2. A minimum of five years' experience in the appraisal of the same property types the Appraiser will be appraising under this contract. Such experience will include only those assignments personally completed by the Appraiser and for which the Appraiser assumed professional responsibility.

Proposals of offerors who don't meet the minimum experience requirements will be rejected. Experience is an evaluation criteria, meaning that offerors will receive points for experience that exceeds the minimum requirements.

### **3.05**

#### **Required Licenses**

At the time specified by the deadline for submission of proposals, the offeror must have and maintain current board certification through the North Dakota Appraiser Qualifications and Ethics Board (NDAQEB), as a Board-Certified Appraiser, defined in 3.01 Scope of Work (Definitions).

Offerors possessing comparable certification through the appraiser regulatory agency of another state may also be considered for performance of this contract, but only if they have obtained reciprocity or a temporary practice permit from the North Dakota Appraiser Qualifications and Ethics Board prior to the date proposals are due. Offerors that do not possess the required reciprocity or temporary practice permit at the time proposals are due will be determined non-responsive.

### **3.06**

#### **Federal Requirements**

23 C.F.R. 710.409, Disposals; relates to the disposal of real property interests determined to be excess to transportation needs.

### **3.07**

#### **Contract Schedule**

This schedule of events represents the State's best estimate of the contract schedule that will be followed. If a component of this schedule, such as the award date, is delayed, the rest of the schedule will be shifted by the same number of days. The approximate contract schedule is as follows:

<b><u>Action</u></b>	<b><u>Due Date</u></b>	<b><u>Day</u></b>
Sign Contract/Contract Start Date:	March 18, 2015	Wednesday
"Kick-off" Conference Call	March 19, 2015	Thursday
End of One-Year Contract Period	March 17, 2016	

As noted in the Scope of Work (RFP, 3.02), this contract includes two priority assignments, specifically, the appraisal of excess land in the Fargo District (Task No. 8.22 of Attachment 6, 'Tentative List of Proposed Appraisal Assignments') and an appraisal of a state pit site, located in Valley City (Task No. 2.04, Attachment 6). Both vendors will be required to provide an appraisal of each property. Vendors have NDDOT's Work Authorization to begin these two assignments immediately upon execution of the RFP contract. The Fargo appraisal has priority over the Valley City appraisal and must begin within five days of the RFP Contract's execution. The latest starting date for the Valley City appraisal will be the date that the contractor delivers the Fargo appraisal to NDDOT. Each assignment will require adherence to the following corresponding schedules:

**Schedule for Priority Appraisal Assignment,**

**No. 8.22, Fargo District, Excess Land**

**Due Date**

Start of Assignment (Begin Fargo Appraisal within Five Days of RFP Contract Execution)	Day 1
Inspect Property and Subject Market, Assemble Market Data (Complete w/in Five Days of Start of Assignment)	Day 5
Notification of Completion of Inspection of Subject Property and Subject Market	Day 6
Status Update (Conference Call)	Day 15
Status Update (Conference Call)	Day 20
Delivery of Signed Fargo Report and Workfile (If Restricted Appraisal Report) (Two Signed Copies)	Day 35
Deadline for Appraiser's Response to any NDDOT Follow-up Questions Relating to Work (if needed)	Day 45
NDDOT Review	Day 50

**Schedule for Priority Appraisal Assignment,**

**No. 2.04, Valley City State Pit**

**Due Date**

Start of Assignment (Starting Date to commence no later than delivery date of appraisal of Fargo District excess land, No. 8.22)	Day 1
Inspect Property and Subject Market, Assemble Market Data (Complete w/in Five Days of Start of Assignment)	Day 5
Notification of Completion of Inspection of Subject Property and Subject Market	Day 6
Status Update (Conference Call)	Day 15
Status Update (Conference Call)	Day 20
Delivery of Signed Fargo Report and Workfile (If Restricted Appraisal Report) (Two Signed Copies)	Day 35
Deadline for Appraiser's Response to any NDDOT Follow-up Questions Relating to Work (if needed)	Day 45
NDDOT Review	Day 50

As needed, all other assignments listed in Attachment 6, Tentative List of Proposed Appraisal Assignments, and any others that NDDOT may request during the term of the contract according to agency need, will be subject to the following schedule:

<b><u>Schedule for All Other Assignments (As Needed Basis)</u></b>	<b><u>Due Date</u></b>
Request for Appraisal/Work Authorization to Proceed	As needed
Assignment Start Date (to be within 20 days of Request for Appraisal/Work Authorization to Proceed)	Day 1
Inspect Property and Subject Market, Assemble Market Data (Complete w/in Five Business Days of Start of Assignment)	Day 5
Notification of Completion of Inspection of Subject Property and Subject Market	Day 6
Status Update (Conference Call)	Day 15
Status Update (Conference Call)	Day 20
Delivery of Signed Fargo Report and Workfile (If Restricted Appraisal Report) (Two Signed Copies)	Day 35
Deadline for Appraiser's Response to any NDDOT Follow-up Questions Relating to Work (if needed)	Day 45
NDDOT Review	Day 50

\*All of the above schedule timetables are based on calendar days (Day 1, Day 2, Day 3, etc.), with the calendar day representing the deadline for the indicated activity or milestone. When the calendar day falls on a weekend, the following Monday will apply, except that successive calendar days will not be moved.



## **SECTION FOUR GENERAL CONTRACT INFORMATION**

### **4.01**

#### **Contract Term, Extension and Renewal Options**

The State intends to enter into a contract with an effective date beginning March 18, 2015 and ending March 17, 2016. The contract may be renewed upon satisfactory completion of the initial contract term.

The state reserves the right to execute up to two options to renew this contract under the same terms and conditions for a period of 12 months each. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least 60 days before the scheduled contract expiration date.

### **4.02**

#### **Contract Type**

This contract is a fixed-price-with-adjustment contract. Adjustments may be considered at the time of contract renewal.

### **4.03**

#### **Standard Contract Provisions**

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment 2, 'Contract for Procurement', CLA 1043). The contractor must comply with the contract provisions set out in the Contract for Procurement. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

### **4.04**

#### **Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into a contract entered as a result of this RFP.

### **4.05**

#### **Additional Terms and Conditions**

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **4.06**

#### **Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

#### **4.07**

##### **Contract Approval**

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

#### **4.08**

##### **Contract Changes - Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project manager has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

#### **4.09**

##### **Indemnification and Insurance Requirements**

Offerors must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the purchasing agency in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Risk Management Division. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

#### **4.10**

##### **Taxes and Taxpayer Identification**

The successful offeror must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-1246 or visit its website at [www.nd.gov/tax/](http://www.nd.gov/tax/) for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether

the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-1248 or visit its web site for more information

#### **4.11**

##### **F.O.B. Point and Freight**

Commodities will not be purchased as a result of this contract, and this section is not applicable to this RFP.

#### **4.12**

##### **Proposed Payment Procedures**

The State will make payments to the contractor by report delivery and acceptance. Payments will be based on the completion of individual Appraisal Assignments as authorized by NDDOT, according to the Contractor's agreed fee in accordance with the type of appraisal reporting option requested by the State. For each completed Appraisal Assignment, 50% of the fee will be payable upon delivery of the report, and 50% will be payable upon the work's acceptance by the State, as determined by the State's review of the work. Each billing must consist of an invoice with description of the completed task or purpose of the billing. No payment will be made until the project manager has approved invoice.

The State will not make any advanced payments before performance by the contractor under this contract.

#### **4.13**

##### **Contract Funding**

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

#### **4.14**

##### **Payment Terms**

Payment for commodities and services received under contracts will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the purchasing agency.

Prompt Payment Discount Terms offered by the contractor may be taken by the purchasing agency if payment is made within the specified terms.

#### **4.15**

##### **Contract Personnel**

The project manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

#### **4.16**

##### **Right to Inspect Place of Business**

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

#### **4.17**

##### **Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

#### **4.18**

##### **Termination for Default**

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

#### **4.19**

##### **Open Records Laws - Confidentiality**

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

#### **4.20**

##### **Work Product, Equipment, and Material**

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to State at State's request upon termination of this contract, unless otherwise agreed in writing by the purchasing agency.

#### **4.21**

##### **Independent Entity**

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

#### **4.22**

##### **Assignment**

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

**4.23****Disputes - Applicable Law and Venue**

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

**4.24****Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or project manager designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The debriefing time and location will be negotiated between the purchasing agency and contractor.

**SECTION FIVE  
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED  
TO SCORE THIS CONTRACT IS 100**

**5.01**

**Understanding of the Project**

**Twenty Percent (20%)** of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] Has the offeror demonstrated an understanding of the deliverables the State expects it to provide?
- [d] Has the offeror demonstrated an understanding of the State's time schedule and can meet it?
- [e] Is the proposal submitted responsive to all material requirements in the RFP?

**5.02**

**Methodology Used for the Project**

**Twenty Percent (20%)** of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [b] Does the methodology match and achieve the objectives set out in the proposal?
- [c] Does the methodology interface with the time schedule in the proposal?
- [d] Does the methodology have provisions for quality assurance?

**5.03**

**Management Plan for the Project**

**Ten Percent (10%)** of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

[f] Does it appear that offeror can meet the schedule set out in the RFP?

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

[h] Is the proposal practical, feasible, and within budget?

#### **5.04**

##### **Experience and Qualifications**

**Twenty-five Percent (25%)** of the total possible points will be assigned to this criterion.

If the RFP required a minimum amount of experience or qualifications, no points will be awarded for meeting the minimum. Points will be awarded for experience and qualifications that exceed the stated minimums. Proposals will be evaluated against the questions set out below:

##### **Questions regarding the personnel.**

[a] Do the individuals assigned to the project have experience on similar projects?

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

##### **Questions regarding the firm.**

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

[f] Has the firm provided letters of reference from previous clients?

[g] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

#### **5.05**

##### **Contract Cost**

##### **Twenty Percent (25%)**

**Twenty-five (25%)** of the total possible evaluation points will be assigned to cost.

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

**5.06****Demonstrations**

No demonstrations will be held.

**5.07****Oral Presentations**

No oral presentations will be held.

**5.08****Site Inspection of Offeror's Facility**

The State may conduct on-site visits to the offeror's firm or offeror's customer where comparable service is being performed to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.



## **SECTION SIX PROPOSAL FORMAT AND CONTENT**

### **6.01**

#### **Proposal Format and Content**

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

### **6.02**

#### **Introduction**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **6.03**

#### **Understanding of the Project**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Offerors must also identify any pertinent issues and potential problems related to the project.

### **6.04**

#### **Methodology Used for the Project**

Offerors must provide comprehensive narrative statements that set out the methodology it intends to employ. Offerors must illustrate how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work within the State's project schedule.

### **6.05**

#### **Management Plan for the Project**

Offerors must provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the State's project schedule. Offerors must provide a narrative or organizational chart that describes the organization of the project team. The organizational chart must illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP, and indicate where the work will be performed.

### **6.06**

#### **Experience and Qualifications**

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel

roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) resume;
- (c) description of the type of work the individual will perform; and

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Offerors must provide two reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

## **6.07**

### **Cost Proposal**

Cost proposals are to be presented using Attachment 4, Cost Proposal, consisting of two pages. Page 1 (Offeror's Bid Proposal) pertains to prospective appraisal assignments that are also listed in Attachment 6, Tentative List of Potential Appraisal Assignments. Page 2 (Offeror's Proposed Fee Schedule) will apply to any future appraisal assignments within the scope of this RFP that the NDDOT may add after the award of contract, should such a need arise at a later date within the term of the contract. Proposed appraisal fees are to include all contractor costs, expenses, overhead, and profit to deliver the finished product.

Cost proposals must be submitted in a separate sealed envelope, plainly marked, "Cost Proposal." Only ONE original cost proposal is required. Bidders that do not enclose their cost proposal in a separate, sealed and marked envelope will be regarded as non-responsive and their bid proposal will be rejected.

All costs associated with the contract must be stated in U.S. currency. Offerors must complete cost proposal attached to this RFP.

## **6.08**

### **Required Enclosures**

For each Appraiser who will be performing the service under this contract, offerors must provide:

1. Executive summary of the Appraiser's qualifications
2. Copy of the Appraiser's current state certification through the North Dakota Appraiser Qualifications & Ethics Board. (Note: For appraisers possessing comparable certification through the appraiser regulatory agency of another state, submit one copy each of (1) their own state's certificate, and (2) the reciprocity or temporary practice permit obtained from North Dakota Appraiser Qualifications & Ethics Board.) Offerors that do not possess the required certification or temporary practice permit at the time proposals are due will be determined non-responsive.
3. A list of appraisals prepared by the Appraiser over the last five years of similar property types for similar purposes/Intended Use. As a minimum, this information should include the Project and Parcel Number (if appraisal was for NDDOT's use), the date of report preparation, a general identifiable description of the property and property type appraised, the type or purpose of the assignment, Client, Intended User, and the appraisal's Intended Use.
4. A sample report completed by the Appraiser for each property type the Appraiser will appraise under this contract, as generally described in this RFP's scope of work. Sample reports must be true, signed copies, and can be provided in the form of electronic media (pdf format). NOTE:

This requirement will be waived for each assignment the Appraiser lists under Item #3 (above) that was prepared for NDDOT's use and is representative of the specific property type the Appraiser will appraise under this contract.

5. Include the cost proposal, using RFP Attachment 4, consisting of the Offeror's Bid Proposal (page 1) and the Offeror's Proposed Fee Schedule (page 2).

Cost proposals must be submitted in a separate sealed envelope, plainly marked, "Cost Proposal." Only ONE original cost proposal is required.

6. Two references from past appraisal clients.

Proposals that do not provide the information requested above will be considered non-responsive and will be rejected.

## **SECTION SEVEN STANDARD PROPOSAL INFORMATION**

### **7.01**

#### **Authorized Signature**

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

### **7.02**

#### **State Not Responsible for Preparation Costs**

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **7.03**

#### **Conflict of Interest**

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

### **7.04**

#### **Offeror's Certification**

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

### **7.05**

#### **Offer Held firm**

Proposals must remain open and valid for at least 90 days from the deadline specified for submission of proposals. In the event award is not made within 90 days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

### **7.06**

#### **Amendments to Proposals and Withdrawals of Proposals**

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

#### **7.07**

##### **Alternate Proposals**

Offerors may submit only one proposal for evaluation. Alternate proposals (proposals that offer something different than what is requested) will be rejected.

#### **7.08**

##### **Subcontractors**

Subcontractors may be used to perform work under this contract. The subcontractor must be a Qualified Appraiser, as defined in this RFP. Subcontractor qualifications, list of past work, and sample work must be included with the offeror's proposal, as per 6.08 of this RFP. Where a subcontractor is used, the Contractor will be responsible for ensuring all deliverables, as per 3.02 of this RFP.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project manager designated by the State.

#### **7.09**

##### **Joint Ventures**

Joint ventures will not be allowed.

#### **7.10**

##### **Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws**

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information.

<http://www.ag.nd.gov/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

#### **7.11**

##### **Evaluation of Proposals**

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

#### **7.12**

##### **Right of Rejection**

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

### **7.13**

#### **Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### **7.14**

#### **Discussions and Best and Final Offers**

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

### **7.15**

#### **Preference Laws**

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: <http://www.nd.gov/spo/legal/resources/> or contact the North Dakota State Procurement Office at 701-328-2740.

## **7.16**

### **Contract Negotiation**

NDDOT intends to award one separate contract to each of two independent vendors. After final evaluation, the procurement officer may negotiate with the offeror of the two highest-ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror(s) fail to provide necessary information for negotiations in a timely manner, or fail to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal(s).

If contract negotiations are commenced, they will be held primarily by telephone or e-mail.

If contract negotiations are held, the offeror will be responsible for all costs including its travel and per diem expenses.

## **7.17**

### **Failure to Negotiate**

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the State, after a good faith effort, cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

## **7.18**

### **Notice of Intent to Award - Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

## **7.19**

### **Protest and Appeal**

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

## **SECTION EIGHT ATTACHMENTS**

### **8.01 Attachments**

#### **Attachments**

1. Proposal Evaluation Form
2. Contract for Procurement (CLA 1043)
3. Risk Management Appendix
4. Cost Proposal
5. Offeror Checklist
6. Tentative List of Proposed Appraisal Assignments
7. R/W plats and other work exhibits pertinent to Attachment 6



## ATTACHMENT 1

### PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

#### INSTRUCTIONS FOR EVALUATORS

Each evaluation criterion has been assigned a specific number of points. The questions under each evaluated area help you measure the quality of the offeror's response. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

#### RATING SCALE FOR ASSESSING VENDOR RESPONSES

This rating scale is intended to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. You may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the vendor to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion. If a specific criterion would only yield a yes or no response (e.g., offeror can submit an electronic report in required format by noon Friday), the evaluator should award either the maximum points or a zero.

For Example: "Experience and Qualifications" is an evaluation criteria receiving a weighting of 20% of the total possible points. Using a 100 Point Scale, a maximum of 20 points can be awarded. The rating scale would be:

Rating Scale ( <b>20 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-5</b>	Fair. Limited applicability
<b>6-10</b>	Good. Some applicability
<b>11-15</b>	Very Good. Substantial applicability
<b>16-20</b>	Excellent. Total applicability

#### COST PROPOSAL

If offerors were required to place cost proposals in a separate sealed envelope, do not open the cost proposal until the technical proposals have been evaluated.

Not all members of the evaluation need to evaluate the cost proposal. The cost proposals may be evaluated by selected members of the evaluation committee, reviewed by group, and recorded on the evaluation summary sheets.

Any prompt payment discounts terms offered by the vendor are not taken into consideration in evaluating cost. However, the cost proposals of nonresident offerors may be adjusted by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2740 for assistance in applying preference laws.

## EVALUATION CRITERIA AND SCORING

Person or Firm Name \_\_\_\_\_

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

Date of Review \_\_\_\_\_

RFP Title/Number \_\_\_\_\_

**I hereby certify that I do not have a conflict of interest with this offeror.** I further certify that I have reviewed the Request for Proposal Evaluators Guide and that neither I nor my immediate family members have a conflict of interest with regard to this offeror who submitted a proposal in response to this Request for Proposal, in accordance with N.D.A.C. § 4-12-04-04.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

### 6.03 Understanding of the Project

Weight 20 Percent. Maximum Point Value for this Section  
100 Points x 20 Percent = 20 Points

Rating Scale (20 Point Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-5</b>	Fair. Limited applicability
<b>6-10</b>	Good. Some applicability
<b>11-15</b>	Very Good. Substantial applicability
<b>16-20</b>	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES \_\_\_\_\_

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES \_\_\_\_\_

[c] Has the offeror demonstrated an understanding of the deliverables the State expects it to provide?

EVALUATOR'S NOTES \_\_\_\_\_

[d] Has the offeror demonstrated an understanding of the State's time schedule and can meet it?

EVALUATOR'S NOTES \_\_\_\_\_

[e] Is the proposal submitted responsive to all material requirements in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 6.03** \_\_\_\_\_

#### **6.04 Methodology Used for the Project**

Weight 20 Percent. Maximum Point Value for this Section  
100 Points x 20 Percent = 20 Points

Rating Scale (20 Point Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-5</b>	Fair. Limited applicability
<b>6-10</b>	Good. Some applicability
<b>11-15</b>	Very Good. Substantial applicability
<b>16-20</b>	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] Does the methodology depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

[b] Does the methodology match and achieve the objectives set out in the proposal?

EVALUATOR'S NOTES \_\_\_\_\_

[c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES \_\_\_\_\_

[d] Does the methodology have provisions for quality assurance?

EVALUATOR'S NOTES \_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 6.04** \_\_\_\_\_

#### **6.05 Management Plan for the Project**

Weight 10 Percent. Maximum Point Value for this Section  
100 Points x 10 Percent = 10 Points

Rating Scale (10 Point Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-2</b>	Fair. Limited applicability
<b>3-4</b>	Good. Some applicability
<b>5-6</b>	Very Good. Substantial applicability
<b>7-10</b>	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES \_\_\_\_\_

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES \_\_\_\_\_

---

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES \_\_\_\_\_

---

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES \_\_\_\_\_

---

[f] Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

---

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

---

[h] Is the proposal practical, feasible, and within budget?

EVALUATOR'S NOTES \_\_\_\_\_

---

**EVALUATOR'S POINT TOTAL FOR 6.05** \_\_\_\_\_

#### **6.06 Experience and Qualifications**

Weight 25 Percent. Maximum Point Value for this Section  
100 Points x 25 Percent = 25 Points

Rating Scale (25 Point Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-6</b>	Fair. Limited applicability
<b>7-12</b>	Good. Some applicability
<b>13-18</b>	Very Good. Substantial applicability
<b>19-25</b>	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

**Questions regarding the personnel.**

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

**Questions regarding the firm.**

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[f] If references were required, did the references provide information to verify the satisfactory performance of the vendor?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[g] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[h] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES \_\_\_\_\_

EVALUATOR'S POINT TOTAL FOR 6.06 \_\_\_\_\_

#### 6.07 Contract Cost

Weight 25 Percent. Maximum Point Value for this Section  
100 Points x 25 Percent = 25 Points

#### Applying Preference Laws

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws ( N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See <http://cms.oregon.gov/DAS/EGS/PS/Pages/reciprocal.aspx> for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

#### Converting Cost to Points

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

#### Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

### COST PROPOSAL EVALUATION

EVALUATOR'S POINT TOTAL FOR 6.07 \_\_\_\_\_

**Request for Proposal  
Evaluation Summary**

Name of RFP:   Appraisal Services to Assist NDDOT (Non-Eminent Domain Purposes)			
RFP Number:     946-15-15-070			
Vendor Being Evaluated:			
Evaluator Name:			
Date:			
<b>Technical Evaluation</b> (Maximum <b>75 Points</b> )		<b>Maximum Points by Category</b>	<b>Score</b>
1. Understanding of the Project		<b>20</b>	
2. Methodology Used for the Project:		<b>20</b>	
3. Management Plan for the Project:		<b>10</b>	
4. Experience and Qualifications:		<b>25</b>	
<b>Cost Evaluation</b> (Maximum <b>25 Points</b> )			
1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: <a href="http://oms.oregon.gov/DAS/EGS/PS/Pages/reciprocal.aspx">http://oms.oregon.gov/DAS/EGS/PS/Pages/reciprocal.aspx</a> Calculated points awarded for price.			
<u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated   X <b>25 points</b> = Awarded Points			
5. Cost		<b>25</b>	
Total			



**Request for Proposal  
Evaluation Totals**

Name of RFP: Appraisal Services to Assist NDDOT (Non-Eminent Domain Purposes)						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	<b>75 POINTS Maximum</b>	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
1. Understanding of the Project	<b>20</b>					
2. Methodology Used for the Project:	<b>20</b>					
3. Management Plan for the Project:	<b>10</b>					
4. Experience and Qualifications:	<b>25</b>					
Evaluator Totals						
Grand Total		Note: Sum of all individual scores.				
Technical Proposal Score		Note: Total of individual points divided by the number of evaluators (75 POINT MAXIMUM).				
Cost Propose Score		Note: (25 POINT MAXIMUM)				
TOTAL						

**Request for Proposal  
Summary of Evaluation Committee Totals**

Name of RFP: Appraisal Services to Assist NDDOT (Non-Eminent Domain Purposes)						
Date:						
Technical Evaluation Criteria	<b>75 POINTS Maximum</b>	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
1. Understanding of the Project	<b>20</b>					
2. Methodology Used for the Project:	<b>20</b>					
3. Management Plan for the Project:	<b>10</b>					
4. Experience and Qualifications:	<b>25</b>					
Technical Proposal Score						
Cost Proposals Score						
Grand Total						

**ATTACHMENT 2**

**CONTRACT FOR PROCUREMENT  
(CLA 1043)**

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT FOR PROCUREMENT**

**REQUEST FOR PROPOSAL TITLE:**

**REQUEST FOR PROPOSAL NO.:**

This agreement is entered into between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota, and , hereinafter referred to as the Contractor, whose address is .

In consideration of the mutual covenants herein set forth, NDDOT and the Contractor agree as follows:

1. That in consideration of the payments to be made by NDDOT, the Contractor agrees to provide the services and/or goods in accordance and in conformity with this contract, the Contractor's proposal, dated , NDDOT's request for proposal issued on , and any purchase orders issued as a result of this contract. The Contractor's proposal, NDDOT's request for proposal, and any purchase orders are incorporated by reference herein. If discrepancies exist between the Contractor's proposal, and NDDOT's request for proposal, or this contract, NDDOT's request for proposal, and this contract shall govern.
2. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.  
  
Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.
3. The work shall be done pursuant to this contract, to the laws of the state of North Dakota, and to the satisfaction of NDDOT, in accordance with the rules and regulations made pursuant to state and federal law.
4. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.
5. Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for the Department. In the event of insufficient appropriations in future bienniums, NDDOT may give a minimum of 30 days notice to terminate this agreement/contract and have no further obligation to the Contractor.
6. All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT.
7. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
8. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

9. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
10. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.
11. The Contractor shall not assign nor transfer the contractor's interests or duties under this agreement without the express written consent of the state.
12. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
13. The Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
14. Termination
  - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
  - b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
    - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
    - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
    - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

  - c. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement.
    - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
    - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
15. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

16. This agreement becomes effective when all parties have signed and it shall terminate on  
\${FIELD:TERMINATION\_DATE}.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

WITNESS:

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

APPROVED as to substance by:

\_\_\_\_\_  
DIVISION DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

CLA 1043 (Div. 50)  
L.D. Approved 2-17-05; 3-11

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



**ATTACHMENT 3**  
**RISK MANAGEMENT APPENDIX**

## **Risk Management Appendix**

### **Professional Services Agreement (non-Engineer and Architect Consultants):**

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Contractor shall secure and keep in force during the term of this agreement and for **at least 12 months thereafter** from an insurance company authorized to do business in North Dakota, **professional liability** insurance covering its liability for acts, errors, or omissions in providing or failing to provide professional services, with a minimum coverage limit of **\$1,000,000 per claim**, and **\$1,000,000 aggregate**. Coverage shall be in force during the term of this agreement, and for a period of at least 12 months after.

Contractor shall secure and keep in force during the term of this agreement from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability**
- 2) **Automobile liability**
- 3) **Workers compensation insurance**

Contractor shall produce certificates of insurance or copies of insurance policies upon request by the State.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

LD Approved 6-1-00  
RM Consulted 2007  
Revised 6-07

## **ATTACHMENT 4**

### **Cost Proposal**

(Page 1 of 2) – Offeror's Bid Proposal

(Page 2 of 2) – Offeror's Proposed Fee Schedule (Applies to Future Assignments under RFP Contract that do not presently appear in RFP's "Tentative List of Proposed Assignments")

# ATTACHMENT 4 (Pg 1 of 2) - OFFEROR'S BID PROPOSAL

Probable Type of Valuation Assignment

Proposed Fee for Appraisal, Developed and Communicated via

No. Description	Property Type (based on likely H&B Use)	Original Purpose of State's Acquisition	Current Department Objective	Applicable Statute (NDCC) Relating to Disposal	Comments	ATF Methodology to be Addressed			Restricted Appraisal Report (USPAP, SR 2)	
						Standard Appraisal Development (USPAP, SR 1)	X		Appraisal Report (USPAP, SR 2)	
1.02 Single-Family Residential Site SS-1-804(022)067; Residual Tract in Lot C, Marquis Sub., of Govt. Lot 1, Sec. 2-137-80, Burleigh Co., ND (Ref: Project Parcel 2-1, 3.64 ac., Christensen, 10/01/04)	SFR	Highway project buyout	Disposal via public sale	54-01-05.2	Residual acreage remaining after state buyout of single-family residence for Highway 1804 project. Original site was 3.64 acres. House has been demolished. No known development limitations; site is believed to have sufficient size for re-development to single-family usage. State will obtain two appraisals from separate vendors.	X				
1.33 53.5'x148.5' Corner Lot, Highway 21, Flasher, ND F 395(3) Parcel 97 (Lot 10, Block 30, Flasher, ND) (Ref: Project Parcel 97, 0.18 acres, Koch, 04/14/53)	Unkwn	Highway project buyout	Disposal via public sale	54-01-05.2	Site consists of city lot, originally acquired for highway RW purposes; now regarded as excess. No known development limitations. State to obtain one appraisal.	X				
1.34 ACC-HPP-TES-1-804(023)072; Residual acreage in Part Lot 2 of Lot C in Sec. 35-138-80, Burleigh Co. (Ref: Project Parcels 7-6, 7-7, 7B-1, 8-8 - Hardy - 02/07/07)	SFR	Highway project buyout	Disposal via public sale	54-01-05.2	Rural SFR site along Highway 1804; site totals approx. 3.84 acres; NDDOT retains a permanent slope easement (Parcel 7-7) over a 1.21 acre portion of the site. There is also an access and utility easement along east side of site. Sufficient land area is believed available for development to SFR use. State will obtain two appraisals from separate vendors.	X				
2.04 Part of Valley City State Pit 71-003-2 Part of Sec. 28-140-58, Barnes Co., ND	Commercial or Industrial	State pit, fee ownership	Disposal via public sale	54-01-05.2	Purchased for development and use as state gravel pit, located west of Valley City District HQ. NDDOT intends to vacant north part of pit and offer it site for sale to the public on bids. State will obtain two appraisals from separate vendors.	X				
2.09 H-MDF-2-009(016)000, PCN 17607 11.25 acre Aggr. Pit in SW4 27-145-67, Foster County	Agricultural	State pit, State owns right to mine site, together with ingress/egress for same	Purchase owner's interest in site	NA	NDDOT owns right to remove sand and gravel from 11.25 acre site in SW4 27-145-67 "until site is exhausted", now intends to offer to purchase the owner's residual interest, so that NDDOT will own site in fee. Appraisal needed to establish basis for state's offer. State will obtain one appraisal.	X				
4.25 Parcel 8A-1, 1.36 ac. in SW4SE4 21-156-86, Ward Co. NH-7-002(073)121, PCN 14783 (Ref: Gratech (H. Neshem))	Commercial or Industrial	RW	Return (sell) to owner of parent tract	24-01-28	Originally purchased for highway RW usage, to be sold to owner/successor/assigns of the originating parent tract. State will obtain one appraisal.	X	X			
7.12 Parcel 1-2, 130.7'x120' or 0.38 acres in NE4NW4 23-152-93, Mountrail County NH-7-023(011)046 (Ref: LaRoque, 12/21/94)	Unkwn	RW	Return (sell) to owner of parent tract	24-01-28	Originally purchased for highway RW usage, to be sold to owner/successor/assigns of the originating parent tract. State will obtain one appraisal.	X				
8.12 Interchange of I-29 / Highway 11 LOT 800108 Proposed Sand/salt storage site Sec 21 or 28-130-49, Richland Co.	Agricultural	NA	Purchase tract for state use, sand/salt storage	NA	District intends to purchase a site for sand/salt storage. General location to be at interchange of I-29 & Highway 11, but specific site/location to first be determined by District; size would approximate an estimated 2 - 5 acres. State will obtain one appraisal.	X				
8.20 Hwy 13, Wyndmere, ND - Parcel 28F-1 14,461 sf tract in NW4NW4 7-132-51, Richland Co. RSN-8-013(022)366 (Ref: J. Schmitt, adjoining property - Beg NWCR NE1/4 SW1/4 7 132 51 S 751.63' NE #13-333.42' N539.05' W268.05')	Commercial	RW	Return (sell) to owner of parent tract	24-01-28	Originally purchased for highway RW usage, to be sold to owner/successor/assigns of the originating parent tract. State will obtain one appraisal.	X	X			
8.22 Fargo District Office, Excess Land 71-140-2; Lots 1 & 2, Block 2, West Park 2nd Addit. in SE4 10-139-49, City of Fargo, Cass Co., ND (Ref: 08/11/67)	Commercial	Hold for future expansion of District Office	Disposal via public sale	54-01-05.2	Two contiguous lots in a developed commercial area, located west of the Fargo District headquarters. Total site size approximates 61,355 sq.ft. No known development limitations. Site was being held (along with other lands) by Fargo District for expansion purposes, but is now considered excess and will be offered for sale on bids. State will obtain two appraisals from separate vendors.	X				

# ATTACHMENT 4 (Pg 2 of 2) - OFFEROR'S PROPOSED FEE SCHEDULE

(Applies to future assignments under RFP Contract added after award of contract)

District location of property within 50 mile radius of Principle District City*		Proposed Fee for Appraisal**, Developed per USPAP SR-1 and Communicated via Following Reporting Option (USPAP SR-2)		District location of property outside 50 mile radius of Principle District City*		Proposed Fee for Appraisal**, Developed per USPAP SR-1 and Communicated via Following Reporting Option (USPAP SR-2)	
District Location of Principle Property	District City	Property Type by Highest and Best Use (Unimproved Land)	Appraisal Report (USPAP SR 2)	Restricted Appraisal Report (USPAP SR 2)	Property Type by Highest and Best Use (Unimproved Land)	Appraisal Report (USPAP SR 2)	Restricted Appraisal Report (USPAP SR 2)
1	Bismarck	Commercial/Industrial Agricultural Residential			Commercial/Industrial Agricultural Residential		
2	Jamestown	Commercial/Industrial Agricultural Residential			Commercial/Industrial Agricultural Residential		
3	Devils Lake	Commercial/Industrial Agricultural Residential			Commercial/Industrial Agricultural Residential		
4	Minot	Commercial/Industrial Agricultural Residential			Commercial/Industrial Agricultural Residential		
5	Dickinson	Commercial/Industrial Agricultural Residential			Commercial/Industrial Agricultural Residential		
6	Grand Forks	Commercial/Industrial Agricultural Residential			Commercial/Industrial Agricultural Residential		
7	Williston	Commercial/Industrial Agricultural Residential			Commercial/Industrial Agricultural Residential		
8	Fargo	Commercial/Industrial Agricultural Residential			Commercial/Industrial Agricultural Residential		

\* Applies to same district only.

\*\* Some assignments may require consideration of ATF methodology

**ATTACHMENT 5**  
**CHECKLIST FOR OFFERORS**

- ☐ Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- ☐ Review the Appendixes A and B. State any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements prior to the deadline for submission of questions.
- ☐ Be sure an individual authorized to bind the offeror to the provisions of the RFP signs the proposal.
- ☐ Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.
- ☐ Comply with minimum requirements for experience.
- ☐ Comply with professional licensing requirements, and provide copies of certifications, if required.
- ☐ Provide the information about the qualifications of the firm and individuals that will be working on the project.
- ☐ Identify all known federal requirements that apply to the proposal, the evaluation, or the contract.
- ☐ Provide the required number of references, as per Item 6.08.
- ☐ Provide all documents or materials that must be submitted with the RFP as per RFP Item 6.08.
- ☐ Identify and label any sections of the proposal you feel contain confidential information.
- ☐ Proposal must be submitted as per RFP Item 1.04.

**ATTACHMENT 6**  
**Tentative List of Proposed Appraisal Assignments**

## Tentative List of Proposed Appraisal Assignments

Probable Type of Valuation Assignment					Standard Appraisal Development (USPAP, SR 1)		ATF Methodology to be Addressed	
No. Description	Property Type (based on likely H&B Use)	Original Purpose of State's Acquisition	Current Department Objective	Applicable Statute (NDCC) Relating to Disposal	Comments	X	X	
1.02 Single-Family Residential Site SS-1-804(022)067; Residual Tract in Lot C, Marquis Sub., of Govt. Lot 1, Sec. 2-137-80, Burleigh Co., ND (Ref: Project Parcel 2-1, 3.64 ac., Christensen, 10/01/04)	SFR	Highway project buyout	Disposal via public sale	54-01-05.2	Residual acreage remaining after state buyout of single-family residence for Highway 1804 project. Original site was 3.64 acres. House has been demolished. No known development limitations; site is believed to have sufficient size for re-development to single-family usage. State will obtain two appraisals from separate vendors.	X		
1.33 53.5'x148.5' Corner Lot, Highway 21, Flasher, ND F-395(3) Parcel 97 (Lot 10, Block 30, Flasher, ND) (Ref: Project Parcel 97, 0.18 acres, Koch, 04/14/53)	Unkwn	Highway project buyout	Disposal via public sale	54-01-05.2	Site consists of city lot, originally acquired for highway ROW purposes; now regarded as excess. No known development limitations. State to obtain one appraisal.	X		
1.34 ACC-HPP-TES-1-804(023)072; Residual acreage in Part Lot 2 of Lot C in Sec. 35-138-80, Burleigh Co. (Ref: Project Parcels 7-6, 7-7, 7B-1, 8-8 - Hardy - 02/07/07)	SFR	Highway project buyout	Disposal via public sale	54-01-05.2	Rural SFR site along Highway 1804; site totals approx. 3.84 acres; NDDOT retains a permanent slope easement (Parcel 7) over a 1.21 acre portion of the site. There is also an access and utility easement along east side of site. Sufficient land area is believed available for development to SFR use. State will obtain two appraisals from separate vendors.	X		
2.04 Part of Valley City State Pit 71-003-2 Part of Sec. 28-140-58, Barnes Co., ND	Commercial or Industrial	State pit, fee ownership	Disposal via public sale	54-01-05.2	Purchased for development and use as state gravel pit, located west of Valley City District HQ. NDDOT intends to vacant north part of pit and offer it site for sale to the public on bids. State will obtain two appraisals from separate vendors.	X		
2.09 H-MDF-2-009(016)000, PCN 17607 11.25 acre Aggr. Pit in SW4 27-145-67, Foster County	Agricultural	State pit, State owns right to mine site, together with ingress/egress for same	Purchase owner's interest in site	NA	NDDOT owns right to remove sand and gravel from 11.25 acre site in SW4 27-145-67 "until site is exhausted", now intends to offer to purchase the owner's residual interest, so that NDDOT will own site in fee. Appraisal needed to establish basis for state's offer. State will obtain one appraisal.	X		
4.25 Parcel 8A-1, 1.36 ac. in SW4SE4 21-156-86, Ward Co. NH-7-002(073)121, PCN 14783 (Ref: Gratech (H. Neshem))	Commercial or Industrial	RW	Return (sell) to owner of parent tract	24-01-28	Originally purchased for highway RW usage, to be sold to owner/successor/assigns of the originating parent tract. State will obtain one appraisal.	X		X
7.12 Parcel 1-2, 130.7x120' or 0.38 acres in NE4NW4 23-152-93, Mountrail County NH-7-023(011)046 (Ref: LaRoque, 12/21/94)	Unkwn	RW	Return (sell) to owner of parent tract	24-01-28	Originally purchased for highway RW usage, to be sold to owner/successor/assigns of the originating parent tract. State will obtain one appraisal.	X		
8.12 Interchange of I-29 / Highway 11 LOT 800108 Proposed Sand/salt storage site Sec 21 or 28-130-49, Richland Co.	Agricultural	NA	Purchase tract for state use, sand/salt storage	NA	District intends to purchase a site for sand/salt storage. General location to be at interchange of I-29 & Highway 11, but specific site/location to first be determined by District; size would approximate an estimated 2 - 5 acres. State will obtain one appraisal.	X		
8.20 Hwy 13, Wyndmere, ND - Parcel 28F-1 14,461 sf tract in NW4NW4 7-132-51, Richland Co. RSN-8-013(022)366 (Ref: J. Schmitt, adjoining property - Beg NWCR NE1/4 SW1/4 7 132 51 S 751.63' NE #13-333.42' N539.05' W268.05')	Commercial	RW	Return (sell) to owner of parent tract	24-01-28	Originally purchased for highway RW usage, to be sold to owner/successor/assigns of the originating parent tract. State will obtain one appraisal.	X		X
8.22 Fargo District Office, Excess Land 71-140-2; Lots 1 & 2, Block 2, West Park 2nd Addit. in SE4 10-139-49, City of Fargo, Cass Co., ND (Ref: 08/11/67)	Commercial	Hold for future expansion of District Office	Disposal via public sale	54-01-05.2	Two contiguous lots in a developed commercial area, located west of the Fargo District headquarters. Total site size approximates 61,355 sq.ft. No known development limitations. Site was being held (along with other lands) by Fargo District for expansion purposes, but is now considered excess and will be offered for sale on bids. State will obtain two appraisals from separate vendors.	X		



**ATTACHMENT 7**  
**Work Exhibits Pertinent to Attachment 6**

**Work Exhibit**

**No. 1.02**

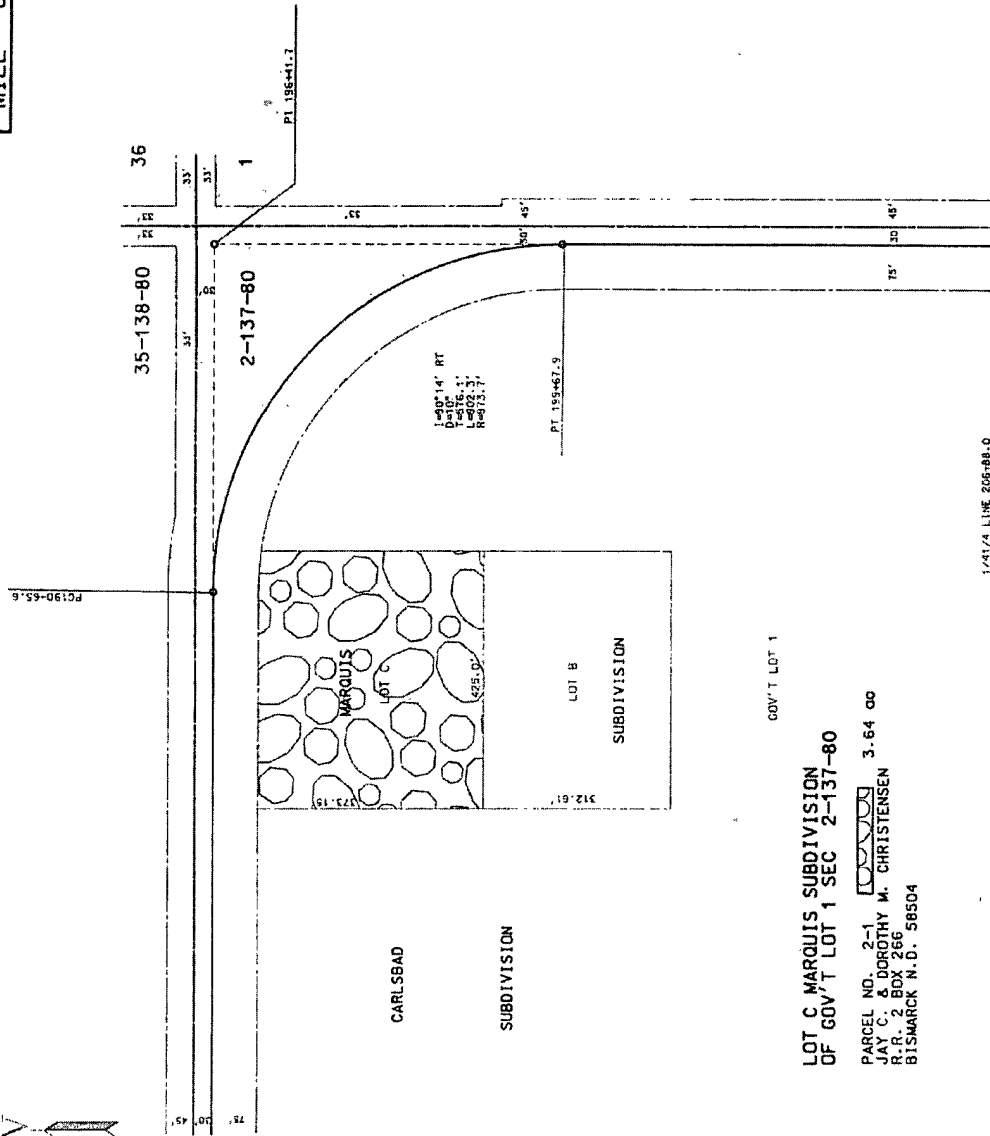
**Single-Family Residential Site**

**SS-1-804(022)067**

**Residual Tract in Lot C, Marquis Sub. Of Gov. Lot 1**

**Sec. 2-137-80, Burleigh Co., ND**

PROJ. NO.	PARCEL	PLAT NO.	SUPPLEMENTS
SS-1-804(022)	2-1	2 OF 2	
MILE 067			



This document was originally issued and sealed by Lou Ann Adams, Registration Number LS 4973 on 11/11/01 and the original document is stored at the County Recorder's Office.

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY PLAT  
PROJECT NO. SS-1-804(022)067

BURLEIGH COUNTY

APPROVED *[Signature]*

SCALE 1"=200' DATE 10-01-04

LOT C MARQUITS SUBDIVISION  
OF GOV'T LOT 1 SEC 2-137-80

PARCEL NO. 2-1  
JAY C. & DOROTHY M. CHRISTENSEN  
R.R. 2 BOX 266 58504  
BISMARCK N.D. 58504

GOV'T LOT 1

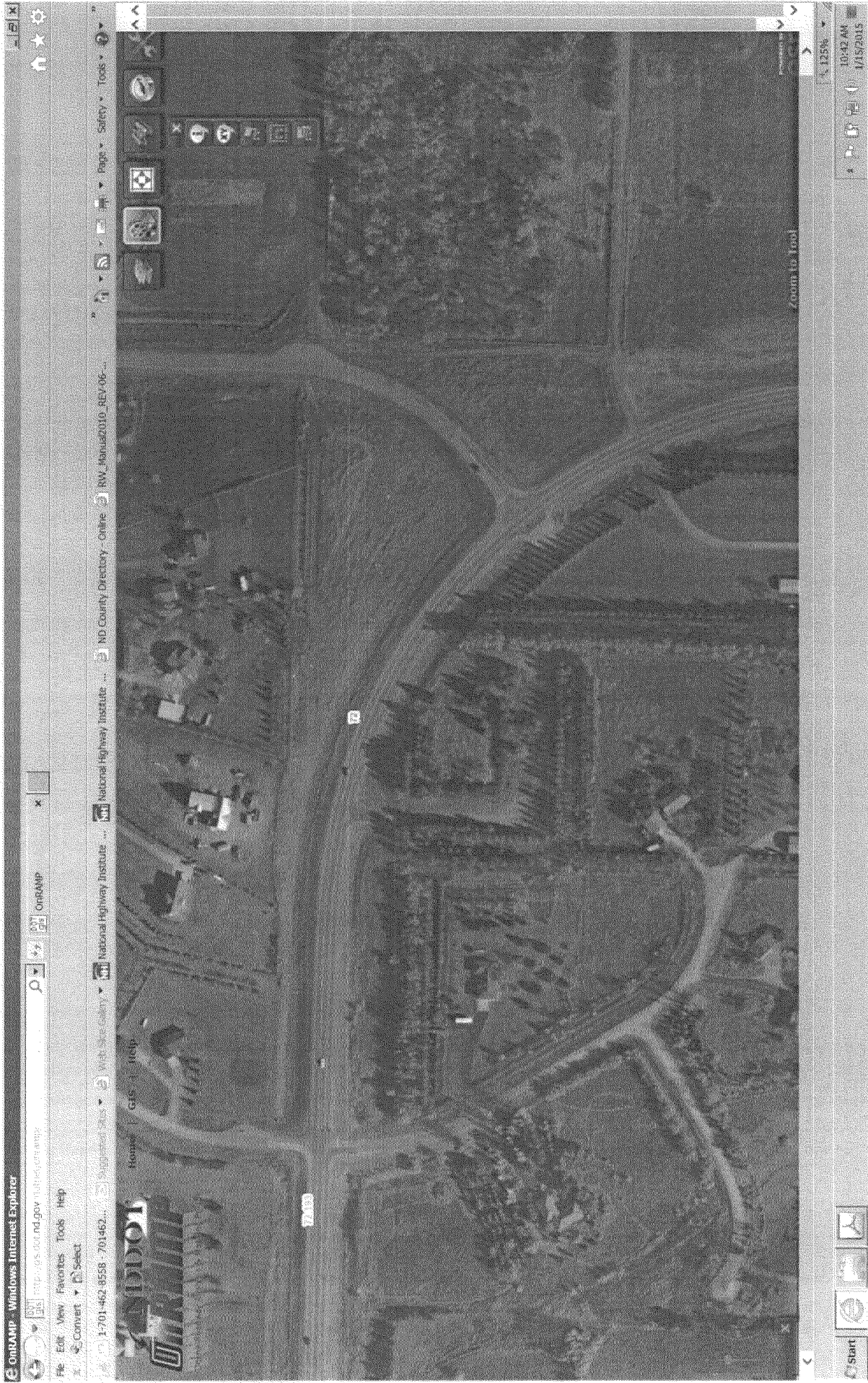
MADE BY	WAYNE CHRISTENSEN	DATE		CHECKED BY	TED PETERS	DATE	
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Parcel No. 2-1

Lot C of Marquis Subdivision of Government Lot 1 of Sec. 2, Twp. 137 N., Rge. 80 W.,  
5th P.M.

Said tract is shown on the plat as Parcel No. 2-1 and contains 3.64 acres.

The legal description was prepared by Ted C. Peters, North Dakota Department of  
Transportation, 608 East Boulevard Avenue, Bismarck, North Dakota, 58505-0700, or obtained  
from a previously recorded instrument.



**Work Exhibit**

**No. 1.33**

**53.5'x148.5' Corner Lot, Highway 21,  
Flasher, ND  
F 395(3)  
Parcel 97 (Lot 10, Block 30, Flasher, ND)**

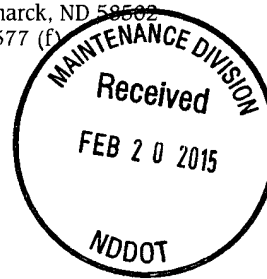




Joseph J. Ibach, MAI  
President  
Corey J. Kost, MAI

## **DAKOTA APPRAISAL & CONSULTING, LTD.**

304 E. Rosser Ave. • P.O. Box 1235 • Bismarck, ND 58502  
701-255-3181 (p) • 701-258-0577 (f)



Belinda M. Maher  
F. Nick Boutrous  
Brett N. Bina  
Leon E. Boots  
Kathy J. Shafer  
Lucinda L. Bullinger

February 20, 2015

North Dakota Department of Transportation  
Procurement Section, Room 222  
Request for Proposal (RFP): Appraisal Services (Non-Eminent Domain Purposes)  
RFP No. 946-15-15-070  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

Per the State's "Request For Proposal" referenced as "RFP No. 946-15-15-070", the proposal format as detailed in "Section Six, Proposal Format and Content" was followed.

- **6.02**  
**Introduction**

**Contact Information**

Joe Ibach, MAI  
Dakota Appraisal & Consulting, Ltd.  
P.O. Box 1235  
Bismarck, ND 58502-1235  
Phone: 701-255-3181

Be assured that every attempt will be made to comply with all provisions detailed in the RFP. In terms of possible conflict of interest, I was the appraiser involved in the first property, 1.02, the single-family residential site. Specifically, I was retained by the NDDOT with the appraisal completed on May 23, 2013. To the best of my knowledge, no other conflicts of interest were apparent.

- **6.03**  
**Understanding of the Project**

The detailed "Scope of Work" is quite self-explanatory. All subject properties involve unimproved land with different potential highest and best uses. However, it was apparent that some parcels have highly unique characteristics (location, size, shape, etc.) that will pose some definite challenges in assembling sufficient supporting market data. The valuation process of most parcels is relatively straight-forward but some will require the "across-the-fence" (ATF) methodology. Nearly 40 years of North Dakota appraisal experience has provided the opportunity to appraise in many of the communities, employ the ATF methodology, and work in markets having limited supporting data.

The RFP was thoroughly reviewed and it is apparent that strict adherence to the stated deliverables is imperative. If awarded, the project will start with No. 8.22 and the report is due in 35 days from the start date. It will then be followed by No. 2.04 with a similar due date expectation. All other subsequent assignments, when awarded, will have the same deliverable date. When complete, one signed original appraisal report and one electronic PDF copy will be forwarded. Lastly, the RFP was specific in what the NDDOT will provide in the appraisals.



- **6.04**  
**Methodology Used for the Project**

Again, the project parcels consist of unimproved land. It is anticipated that the only applicable valuation technique is the sales comparison approach. The valuation of a "remnant" parcel may require using the "across-the-fence" methodology as, typically, they are not able to function as a "stand alone" parcel. Limiting the scope to application of the sales comparison approach will still result in credible results within the State's project schedule. Each appraisal will be developed and reported so as to comply with the "*Uniform Standards of Professional Appraisal Practice (USPAP)*" and any additional assignment requirements as specified by the NDDOT.

- **6.05**  
**Management Plan for the Project**

If awarded, the appraisals will be managed by the owner/principal of Dakota Appraisal & Consulting, Joe Ibach, MAI. The "team" of appraisers that may work on one or more of the projects include two additional staff Certified General Appraisers, Mr. Corey Kost, MAI, and Mr. Nick Boutrous. In all instances, the appraisal report will be reviewed in its entirety by the principal and full responsibility will be accepted. Additionally, the principal will inspect those subject parcels having the greatest complexity. This team then consists of three state certified general appraisers with two holding the Appraisal Institute-sponsored MAI designation, providing assurance that the deliverable schedule set out in the RFP will be met with a quality product.

- **6.06**  
**Experience and Qualifications**

Dakota Appraisal & Consulting (the firm) was incorporated in 1982. Over the years, the firm has been, and still is, involved in numerous similar projects throughout the state. Just since January 1, 2012, the firm has been involved in the following projects:

- The highway right-of-way appraisals for the reconstruction of ND Highway 22 from just north of Killdeer to its intersection with ND Highway 23. The project involved the preparation of a basic market data report and the completion of 37 appraisals.
- Appraisals for the reconstruction of the sloughing area on ND Highway 73.
- The entire appraisal process involving eight landowners on the two-mile stretch of the reconstruction of the Manitou Road in Mountrail County on behalf of the County Commission.
- The appraisal of a land tract to reconstruct/relocate a county highway for LaMoure County.
- The review of four appraisals for the Dickinson Theodore Roosevelt Regional Airport
- An appraisal of possible acquisition by Mor-Gran-Sou for an overhead electric transmission line easement.
- The entire appraisal process for the reconstruction of U.S. Highway 85 from Watford City to Williston. It involved the preparation of the basic market data report(s) and the completion of about 80 appraisals.
- Complete appraisal process (basic market data reports and individual landowner appraisal reports) for the two Watford City bypass projects, the west U.S. Highway 85 bypass and the east ND Highway 23 bypass.
- Complete appraisal process for the Alexander bypass project.
- Two proposed 345kV electric transmission power line projects for Basin Electric Power Cooperative in western North Dakota (currently under contract).

The firm has a history of timely and successful completion of these projects. Many were subcontracted through consulting engineers working directly with the NDDOT. Therefore, the appraisals were completed to meet the NDDOT standards.

The firm's continued day-to-day practice requires involvement in the appraisals of a multitude of different property types for numerous clients and intended uses. Most of the firm's work is concentrated to central and western North Dakota but within the last year, the firm has appraised properties in all the areas of the detailed subject parcels with the exception of Barnes County, Foster County, and Richland County. Even so, the firm has the resources in which to properly research and assemble the appropriate supporting market data for the various appraisals.

Again, the Dakota Appraisal & Consulting "team" includes:

- Joe Ibach, MAI: Certified General Appraiser with 40 years of appraisal experience
- Corey Kost, MAI: Certified General Appraiser with 5 years of appraisal experience
- Nick Boutrous: Certified General Appraiser with 10 years of appraisal experience

Each of the appraisers is qualified to perform work throughout the entire appraisal process. Copies of each team member's qualifications are enclosed with this proposal.

- **6.07**  
**Cost Proposal**

The cost proposal was submitted in a separate sealed and marked envelope. The proposed fees include all contractor costs, expenses, overhead, and profit to deliver the finished product.

- **6.08**  
**Required Enclosures**

As requested, the following information has been provided for each appraiser that may be performing services within this contract. They include:

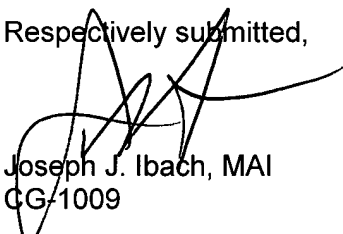
1. Appraisers' qualifications
2. Copy of current North Dakota licenses
3. A *partial* list of appraisals completed over the last five years of similar property types having similar purposes/intended use. The enclosure is entitled "Appraisals of Similar Property Types".
4. A sample appraisal report is not enclosed as many of the projects detailed on the list of appraisals were prepared either directly or indirectly for NDDOT's use. They are definitely representative of the specific property types within this contract. Specific to the "across-the-fence" methodology, the appraisal completed for the BNSF property in the U.S. Highway 85 project details this methodology.

5. Two references that can attest to completion of several of the previously detailed projects are:

- Ms. Nici Meyer  
Director of Right-of-Way  
Kadmas, Lee & Jackson  
4585 Coleman Street  
Bismarck, ND 58503  
Phone: 701-250-5951  
Email: nici.meyer@kljeng.com
- Jason P. Gullicks, PE  
Apex Engineering Group  
600 S. 2<sup>nd</sup> Street  
Bismarck, ND 58504  
Phone: 701-323-3953  
Email: jason.gullicks@apexenggrp.com

It is my intent that all the information requested in this RFP has been provided. Should you have any questions or desire additional information, please inquire.

Respectively submitted,



Joseph J. Ibach, MAI  
CG-1009

llb

# DAKOTA APPRAISAL & CONSULTING, LTD

## APPRAISALS OF SIMILAR PROPERTY TYPES

Project Name / Number	Report Preparation Date	Property Types	Client	Intended User(s) - Use(s)
1. ND Hwy 22 Improvement SS-5-022(108)077 SS-5-022(096)118 & 119 SS-7-022(015)141 SS-5-022(107)126	Dec. 2011-Sept. 2012	37 appraisals of mostly agriculture land	KLJ/NDDOT	KLJ/NDDOT - Eminent Domain
2. 115kV Mor-Gran-Sou Transmission Line Easement Morton County	Nov. 2012	rural residential	Mor-Gran-Sou Corp.	Client - Eminent Domain
3. U.S. Highway 85 Reconstruction S01A-7-085(078)146 S01A-7-085(086)163 S01A-7-085(087)171 S01A-7-085(088)180	Mar. - Sept. 2013	80 appraisals of agriculture, industrial, & commercial land	KLJ/NDDOT	KLJ/NDDOT - Eminent Domain
4. Alexander Bypass S01A-7-085(064)160	Sept. 2013	10 appraisals of agriculture land with development potential	KLJ/NDDOT	KLJ/NDDOT - Eminent Domain
5. Watford City U.S. Hwy 85 Bypass S01A-7-085(072)138	Fall 2013	33 appraisals of agriculture land with development potential, commercial, & industrial	KLJ/NDDOT	KLJ/NDDOT - Eminent Domain
6. Watford City ND Hwy 23 Bypass S01A-7-023(045)905	Fall 2013	17 appraisals of agriculture land with development potential, commercial, & industrial	KLJ/NDDOT	KLJ/NDDOT - Eminent Domain
7. New Town Truck Bypass S01A-SAP-7-023(037)927	Mar. 2014	475 acres transitional land	Scott Porsborg	Client - Eminent Domain
8. Mandan Cass Clay Creamery Site	Mar. 2014	leased BNSF site	Jones Lang LaSalle/BNSF	Client - assist BNSF in selling site to tenant
9. Dickinson General Investment Corp. Site	Mar. 2014	leased BNSF site	Jones Lang LaSalle/BNSF	Client - assist BNSF in selling site to tenant
10. McDonald's Leased BNSF Site - Fargo, ND	Sept. 2014	BNSF leased site	McDonald's USA	McDonald's - determine current market rent



Joseph J. Ibach, MAI  
President  
Corey J. Kost, MAI

***DAKOTA APPRAISAL  
& CONSULTING, LTD.***

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Belinda M. Maher  
F. Nick Boutrous  
Brett N. Bina  
Leon E. Boots  
Kathy J. Shafer  
Lucinda L. Bullinger

North Dakota Department of Transportation  
Procurement Section, Room 222  
Request for Proposal (RFP): Appraisal Services (Non-Eminent Domain Purposes)  
RFP No. 946-15-15-070  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

**COST PROPOSAL**

**ATTACHMENT 4 (Pg 1 of 2) - OFFEROR'S BID PROPOSAL**

ATTACHMENT 4 (Pg 1 of 2) - OFFEROR'S BID PROPOSAL										Probable Type of Valuation Assignment		Proposed Fee for Appraisal, Developed and Communicated via	
No.	Description	Property Type (based on likely H&B Use)	Original Purpose of State's Acquisition	Current Department Objective	Applicable Statute (NDCC) Relating to Disposal	Comments	Standard Appraisal Development Methodology to be Addressed (USPAP, SR 1)			ATF	Appraisal Report (USPAP, SR 2)	Restricted Appraisal Report (USPAP, SR 2)	
							X						
1.02	Single-Family Residential Site SS-1-804(022)067; Residual Tract in Lot C, Marquis Sub., of Govt. Lot 1, Sec. 2-137-80, Burleigh Co., ND (Ref: Project Parcel 2-1, 3.64 ac., Christensen, 10/01/04)	SFR	Highway project buyout	Disposal via public sale	54-01-05.2	Residual acreage remaining after state buyout of single-family residence for Highway 1804 project. Original site was 3.64 acres. House has been demolished. No known development limitations; site is believed to have sufficient size for re-development to single-family usage. State will obtain two appraisals from separate vendors.	X				\$6,500	\$5,500	
1.33	53.5x148.5' Corner Lot, Highway 21, Flasher, ND F 395(3) Parcel 97 (Lot 10, Block 30, Flasher, ND) (Ref: Project Parcel 97, 0.18 acres, Koch, 04/14/53)	Unkwn	Highway project buyout	Disposal via public sale	54-01-05.2	Site consists of city lot, originally acquired for highway R/W purposes; now regarded as excess. No known development limitations. State to obtain one appraisal.	X				7,500	6,500	
1.34	ACC-HPP-TES-1-804(023)072; Residual acreage in Part Lot 2 of Lot C in Sec. 35-138-80, Burleigh Co. (Ref: Project Parcels 7-6, 7-7, 7B-1, 8-8 - Hardy - 02/07/07)	SFR	Highway project buyout	Disposal via public sale	54-01-05.2	Rural SFR site along Highway 1804; site totals approx. 3.84 acres; NDDOT retains a permanent slope easement (Parcel 7-7) over a 1.21 acre portion of the site. There is also an access and utility easement along east side of site. Sufficient land area is believed available for development to SFR use. State will obtain two appraisals from separate vendors.	X				6,500	5,500	
2.04	Part of Valley City State Pit 71-003-2 Part of Sec. 28-140-58, Barnes Co., ND	Commercial or Industrial	State pit, fee ownership	Disposal via public sale	54-01-05.2	Purchased for development and use as state gravel pit, located west of Valley City District HQ. NDDOT intends to vacant north part of pit and offer it site for sale to the public on bids. State will obtain two appraisals from separate vendors.	X				7,500	6,500	
2.09	H-MDF-2-009(016)000, PCN 17607 11.25 acre Aggr. Pit in SW4 27-145-67, Foster County	Agricultural	State pit, State owns right to mine site, together with ingress/egress for same	Purchase owner's interest in site	NA	NDDOT owns right to remove sand and gravel from 11.25 acre site in SW4 27-145-67 "until site is exhausted", now intends to offer to purchase the owner's residual interest, so that NDDOT will own site in fee. Appraisal needed to establish basis for state's offer. State will obtain one appraisal.	X				7,500	6,500	
4.25	Parcel 8A-1, 1.36 ac. in SW4SE4 21-156-86, Ward Co. NH-7-002(073)121, PCN 14783 (Ref: Gratech (H. Neshem))	Commercial or Industrial	R/W	Return (sell) to owner of parent tract	24-01-28	Originally purchased for highway R/W usage, to be sold to owner/successor/assigns of the originating parent tract. State will obtain one appraisal.	X	X			7,500	6,500	
7.12	Parcel 1-2, 130.7'x120' or 0.38 acres in NE4NW4 23-152-93, Mountrail County NH-7-023(011)046 (Ref: LaRoque, 12/21/94)	Unkwn	R/W	Return (sell) to owner of parent tract	24-01-28	Originally purchased for highway R/W usage, to be sold to owner/successor/assigns of the originating parent tract. State will obtain one appraisal.	X				7,500	6,500	
8.12	Interchange of I-29 / Highway 11 LOT 800108 Proposed Sand/salt storage site Sec 21 or 28-130-49, Richland Co.	Agricultural	NA	Purchase tract for state use, sand/salt storage	NA	District intends to purchase a site for sand/salt storage. General location to be at interchange of I-29 & Highway 11, but specific site/location to first be determined by District; size would approximate an estimated 2 - 5 acres. State will obtain one appraisal.	X				7,500	6,500	
8.20	Hwy 13, Wyndmere, ND - Parcel 28F-1 14.461 sf tract in NW4NW4 7-132-51, Richland Co. RSN-8-013(022)366 (Ref: J. Schmitt, adjoining property - Beg NWCR NE1/4 SW1/4 7 132 51 S 751.63' NE #13-333.42' N539.05' W268.05')	Commercial	R/W	Return (sell) to owner of parent tract	24-01-28	Originally purchased for highway R/W usage, to be sold to owner/successor/assigns of the originating parent tract. State will obtain one appraisal.	X	X			7,500	6,500	
8.22	Fargo District Office, Excess Land 71-140-2; Lots 1 & 2, Block 2, West Park 2nd Addit. in SE4 10-139-49, City of Fargo, Cass Co., ND (Ref: 08/11/67)	Commercial	Hold for future expansion of District Office	Disposal via public sale	54-01-05.2	Two contiguous lots in a developed commercial area, located west of the Fargo District headquarters. Total site size approximates 61,355 sq.ft. No known development limitations. Site was being held (along with other lands) by Fargo District for expansion purposes, but is now considered excess and will be offered for sale on bids. State will obtain two appraisals from separate vendors.	X				\$7,500	\$6,500	

# DAKOTA APPRAISAL & CONSULTING, LTD

## ATTACHMENT 4 (Pg 2 of 2) - OFFEROR'S PROPOSED FEE SCHEDULE

(Applies to future assignments under RFP Contract added after award of contract)

District Location of Principle Property	District location of property within 50 mile radius of Principle District City*			District location of property outside 50 mile radius of Principle District City*		
	Property Type by Highest and Best Use (Unimproved Land)	Appraisal Report (USPAP, SR 2)	Restricted Appraisal Report (USPAP, SR 2)	Property Type by Highest and Best Use (Unimproved Land)	Appraisal Report (USPAP, SR 2)	Restricted Appraisal Report (USPAP, SR 2)
1 Bismarck	Commercial/Industrial	\$6,500	\$5,500	Commercial/Industrial	\$7,500	\$6,500
	Agricultural	6,500	5,500	Agricultural	7,500	6,500
	Residential	6,500	5,500	Residential	7,500	6,500
2 Jamestown	Commercial/Industrial	7,500	6,500	Commercial/Industrial	7,500	6,500
	Agricultural	7,500	6,500	Agricultural	7,500	6,500
	Residential	7,500	6,500	Residential	7,500	6,500
3 Devils Lake	Commercial/Industrial	7,500	6,500	Commercial/Industrial	7,500	6,500
	Agricultural	7,500	6,500	Agricultural	7,500	6,500
	Residential	7,500	6,500	Residential	7,500	6,500
4 Minot	Commercial/Industrial	7,500	6,500	Commercial/Industrial	7,500	6,500
	Agricultural	7,500	6,500	Agricultural	7,500	6,500
	Residential	7,500	6,500	Residential	7,500	6,500
5 Dickinson	Commercial/Industrial	7,500	6,500	Commercial/Industrial	7,500	6,500
	Agricultural	7,500	6,500	Agricultural	7,500	6,500
	Residential	7,500	6,500	Residential	7,500	6,500
6 Grand Forks	Commercial/Industrial	7,500	6,500	Commercial/Industrial	7,500	6,500
	Agricultural	7,500	6,500	Agricultural	7,500	6,500
	Residential	7,500	6,500	Residential	7,500	6,500
7 Williston	Commercial/Industrial	7,500	6,500	Commercial/Industrial	7,500	6,500
	Agricultural	7,500	6,500	Agricultural	7,500	6,500
	Residential	7,500	6,500	Residential	7,500	6,500
8 Fargo	Commercial/Industrial	7,500	6,500	Commercial/Industrial	7,500	6,500
	Agricultural	7,500	6,500	Agricultural	7,500	6,500
	Residential	\$7,500	\$6,500	Residential	\$7,500	\$6,500

\* Applies to same district only.

\*\* Some assignments may require consideration of ATF methodology