

REQUEST FOR PROPOSALS

Department of Natural Resources – Division of Lands and Minerals

Project Overview

The Minnesota Department of Natural Resources, Division of Lands and Minerals, is seeking to enter into master contracts with qualified professional real estate appraisers who are willing and able to provide appraisal services on an “as needed” basis. This is a multiple vendor contract. Firms will be issued master contracts – approved affiliated appraisers will be placed on an approved appraiser list under their firm name. Appraisers placed on the appraiser list will be offered opportunities to bid on projects to provide appraisal services to the department for a period of up to five years. Work orders are issued against master contracts to initiate an engagement with a firm to a specific appraiser based on their individual qualifications. A sample work order for appraisals is included as “Attachment C”. A sample work order for appraisal reviews is included as “Attachment D”.

The RFP outcome will be the compilation of eligible vendors to the program whereupon qualified vendors will be issued a master contract against which work orders may be issued to engage in specific appraisal or appraisal review related services. Depending on the estimated value of the work, master contract vendors will be required to compete with other master contract vendors by submitting bids or proposals in response to requests issued by the procuring entity.

Goal

It is the goal of this solicitation is to identify and contract with appraisers and appraisal reviewers to provide real estate appraisals and appraisal reviews for the Department of Natural Resources, Lands and Minerals Division, to facilitate land transactions requiring appraisal services. The state reserves the right to modify this RFP at any time if it is determined to be in the State’s best interest.

Sample Tasks

- Appraise and prepare appraisal reports in accordance with the Uniform Standards of Professional Appraisal Practice and other required standards (Attachment B: DNR Standards for Real Estate Appraisals and Appraisal Reviews).
- Review and prepare appraisal review reports in accordance with the Uniform Standards of Professional Appraisal Practice and other required standards (Attachment B: DNR Standards for Real Estate Appraisals and Appraisal Reviews).

The contractor will work closely with the Appraisal Management Unit.

The contract will begin on the date stated in the contract or upon full execution of the contract, whichever is later, and will be completed by December 31, 2014.

This request for proposal does not obligate the state to award a contract or complete the project, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest.

Prospective responders who have any questions regarding this request for proposal may contact:

Cindy Nathan, Real Estate Specialist
Department of Natural Resources
Lands & Minerals Division
1601 Minnesota Drive
Brainerd, MN 56401
cindy.nathan@state.mn.us
Telephone 218-855-5126

Other personnel are **NOT** authorized to discuss this request for proposal with responders, before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

Proposal Content

Individual appraisers are awarded contracts under their company name. Each appraiser wishing to be considered must submit individual information to be considered.

The following will be considered minimum contents of the proposal: *Incomplete responses will not be considered for a contract.*

1. **Company identifiers:** Provide the full company name and address, phone and fax numbers, website URL, and e-mail address (if available). Please provide the name of the Contractors Authorized Representative and appraisers authorized to work under this contract. Also provide Federal Employer ID number and Minnesota Tax ID number (if applicable).
2. **Resume for each appraiser:**
 - a. **Work History:** Summarize the last five years of each appraisers work experience, highlighting work (if any) completed for the State of Minnesota.
 - b. **Training:** The appraiser's training resume
3. **Proof of licensure for each appraiser.** The appraiser must be a Minnesota Certified General Real Property Appraiser or a Certified Residential Real Property Appraiser in good standing. The appraiser awarded work orders under this contract will be responsible for all aspects of the appraisal, including landowner contact, subject and comparable field inspections. Provide proof of licensure.
4. **Price Determination:** Please provide your firms highest hourly rate. Attachment E
5. **Appraisal Competency and Geographic Area Form for each appraiser:** Work order selection will be based on individual appraiser demonstrated competencies and areas of geographic expertise. Demonstrated competencies are identified by previous work performed for the DNR or work samples. Provide "Attachment E" Appraisal Competency and Geographic Area Form" for each appraiser in your firm.
 - a. **DNR Projects:** If you have performed an appraisal or appraisal review in the past 3 years for the DNR demonstrating an area of competency, the project name and number may be provided in lieu of a work sample.
 - b. **Work Samples:** Individual appraiser work samples (appraisal or appraisal review reports) to document demonstrated competencies. Work sample submissions are preferred as a pdf document on computer CD. The computer CD should be labeled with the appraiser's name and the demonstrated competency. (If an appraiser has performed an appraisal in the past 3 years for the DNR demonstrating an area of competency, the project name and number may be provided in lieu of a report).
 - c. **Specialized Training:** Education certificates in the specialized areas of: Appraisal Review, Conservation Easements, Timber Valuation, Mineral Valuation, and the Uniform Appraisal Standards of Federal Land Acquisitions should be provided to show training for specific competencies.
6. **Submit the following forms:**
 - a. Affidavit of Non Collusion
 - b. Location of Service Disclosure Form
 - c. Certificate Regarding Lobbying
 - d. Affirmative Action Certification
 - e. Immigration Status Certification
7. **Proof of Insurance:**
 - a. Workers' Compensation Insurance
 - b. Commercial General Liability Insurance
 - c. Commercial Automobile Liability Insurance

All proposals must be sent to:

Department of Natural Resources
Lands and Minerals Division
Appraisal Management Unit
Box 45, 500 Lafayette Road
St. Paul, MN 55155-4045
218-855-5126
cindy.nathan@state.mn.us

*Other personnel are **NOT** allowed to discuss the RFP with anyone, including responders.*

Proposals will be accepted on a continual basis. The expiration date for all contracts approved during this contract cycle will be December 31, 2014, regardless of when they are approved.

Incomplete proposals will not be considered. We will notify you by letter identifying omitted items. If we don't receive the omitted items within 30 days of the letter date, all materials will be returned to you. All costs incurred in responding to this RFP will be borne by the responder. Fax and email responses will not be considered.

Please submit two (2) copies of your proposal (only one copy of sample work reports or cd's is required). Proposals shall be sealed in mailing envelopes or packages with the responders name and address clearly written on the outside. An authorized member of your firm shall sign each copy of the proposal in blue ink. All proposals shall be evaluated by representatives of the Department of Natural Resources for completeness and minimum qualifications.

Evaluation

Evaluation Process: The State will evaluate all completed proposals submitted by each vendor. During the evaluation process, proposals will be considered work in progress and be held a non-public data. Only State personnel assigned to evaluate the proposals will have access to the proposals during the evaluation process. Upon completion of the evaluation process, all responses shall become public information. At any time during the proposal evaluation process, the State may request clarification of the proposals. The state reserves the right to hold individual meetings with respondents prior to final selection to clarify proposals.

Evaluation Criteria: To be considered for a master contract, vendors must submit complete responses to all the information requested. The evaluation process will consist of two phases:

1. First, responses will be evaluated on a pass/fail basis with respect to identified requirements. (Note: price is a pass/fail element). Responders whose highest hourly rate exceeds the average by 75% or more will not be approved.
2. Those proposals having successfully passed the pass/fail elements, and thus rendered responsive will be further evaluated for inclusion in the master contract program. Price as well as more specific qualifications will be evaluated further when Statements of Work are issued for specific projects.

Program Administration

Issuance of Work Orders – Vendor selection will be on many factors, some of which include qualifications for the work required, proven performance, rates, availability and other relevant factors required for each engagement.

When professional/technical services are required under this master contract, the Department will proceed as follows: [Only vendors who have been issued a master contract may respond.]

The Department's standard practice will be to submit a Statement of Work – Request for Bid to a minimum of three master contract vendors approved in the identified competency from which to make their selection and write a work order. This is typically based on an e-mail solicitation.

If circumstances warrant, and if the total anticipated work order cost is estimated at \$0-\$5,000, the Department may elect to select a master contract vendor in lieu of a Request for bid under the following conditions:

1. When an appraisal or an appraisal review update is required and the vendor who completed work previously on the project should be utilized.

2. When a reviewer is asked to become the appraiser of record.
3. When Federal standards require specific qualifications and there is only a single qualified vendor

In limited circumstances, and if the total anticipated work order cost is estimated to be \$25,001-\$100,000 the Department will submit a Statement of Work – Request for Proposal to a minimum of five master contract vendors approved in the identified competency from which to make their selection and write a work order. This is typically based on an e-mail solicitation. An RFP package will be developed which requires vendor's complete Scope of Work proposal. Evaluation components will be identified in the RFP, selection will be on many factors, some of which include qualifications for the work required, proven performance, rates, availability and other relevant factors

General Requirements

Affidavit of Noncollusion

Each responder must complete the attached Affidavit of Noncollusion and include it with the response.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or revocation as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Sample Contract

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota - Professional/Technical Services Master Contract is attached for your reference (Attachment A). Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a six percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by Minn. R. 5000.3600, "It is hereby agreed between the parties that Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 - 5000.3600 are available upon request from the contracting agency."

Immigration Status Certification

By order of the Governor's Executive Order 08-01, if any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security. Responder must complete the attached Immigration Status Certification and submit it as part of its proposals.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Insurance Requirements

A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- Contractor's policy(ies) and Certificate(s) of Insurance shall contain a provision that coverage afforded under the policy(ies) shall not be cancelled without at least thirty (30) days advanced written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits.
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or–
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

**STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION**

LOCATION OF SERVICE DISCLOSURE

Check all that apply:

- The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.

- The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.

- The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.

- The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of
 - (1) the identity of the company (identify if subcontractor) performing services outside the United States;
 - (2) the location where services under the contract will be performed; and
 - (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____

Date: _____

Authorized Signature: _____

Telephone Number: _____

Printed Name: _____

Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

Email: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

STATE OF MINNESOTA
VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or
Required Documentation:
- certification by the United States Department of Veterans Affairs as a veteran-owned small business
 - discharge form (DD-214) dated on or after September 11, 2001 with condition honorable
- (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.
Required Documentation:
- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov> .

You must submit this form and the documentation required above with your response in order to be considered for this preference.

Sample Contract – Attachment A

If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES MASTER CONTRACT

This contract is between the State of Minnesota, acting through its Commissioner of the Department of Natural Resources ("State") and _____ ("Contractor").

Recitals

1. Under Minn. Stat. § 15.061 and the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of appraisal and appraisal review services on an "as-needed" basis.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

Contract

1 Term of Contract

- 1.1 **Effective date:** _____, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
The Contractor must not begin work under this master contract until this master contract is fully executed and the Contractor has been notified by the State's Authorized Representative that it may begin accepting individual work order contracts.
- 1.2 **Expiration date:** December 31, 2014, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 Contractor's Duties

The Contractor, who is not a state employee, may be requested to perform any of the following services under individual work order contracts:

The contractor will be required to provide appraisal services in the manner provided in the attached Exhibit B, DNR STANDARDS FOR REAL ESTATE APPRAISALS.

The Contractor understands that this master contract is not a guarantee of a work order contract. The State has determined that it may have need for the services under this master contract, but does not commit to spending any money with the Contractor.

3 Time

The Contractor must comply with all the time requirements described in work order contracts. In the performance of this contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Contractor for all work order contracts issued under this master contract.

Travel Expenses. There shall be no reimbursement for travel expenses under this contract.

4.2. Payment

- (A) **Invoices for appraisal services:** The State will promptly pay the Contractor 70% of work order amount after the Contractor presents an itemized invoice and executed work order for an appraisal report received on or before the due date. Contractor will be paid 50% of work order amount after the Contractor presents an itemized invoice and executed work order for an appraisal report received after the due date. Balance of work

order amount will be paid after the appraisal review process has been completed, and the Lands and Minerals Director or Assistant Director certifies the value. Invoices and executed work orders must be submitted timely.

Invoices for appraisal review services: The State will promptly pay the Contractor 100% of work order amount after the Contractor presents an itemized invoice and executed work order for an appraisal review report received and the Lands and Minerals Director or Assistant Director certifies the value.

- (B) ***Retainage.*** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this contract.

5 **Conditions of Payment**

All services provided by the Contractor under a work order contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representatives**

The State's Authorized Representative is Cindy Nathan, Real Estate Specialist, Lands & Minerals Division, 1601 Minnesota Drive, Brainerd, MN 56401 or her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____, or his/her successor. If the Contractor's Authorized Representative changes at any time during this contract, the Contractor must immediately notify the State.

Person's authorized to work on this contract are:

7 **Assignment, Amendments, Waiver, and Contract Complete**

7.1 ***Assignment.*** The Contractor may neither assign nor transfer any rights or obligations under this master contract or any work order contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.

7.2 ***Amendments.*** Any amendment to this master contract or work order must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3 ***Waiver.*** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

7.4 ***Contract Complete.*** This master contract and any work order contract contain all negotiations and agreements between the State and the Contractor. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.

8 **Liability**

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this master contract or work order contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this master contract or work order contract.

9 **State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

10 Government Data Practices and Intellectual Property

10.1. **Government Data Practices.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract or work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this contract or a work order. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State's Authorized Representative. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

10.2. **Intellectual Property Rights.**

(A) **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) **Obligations**

1. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. **Representation.** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers' Compensation and Other Insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Contractor shall not commence work under the contract until they have obtained all the

insurance specified in the solicitation document. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Further, the Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.

12.2 **Endorsement.** The Contractor must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Data Disclosure

Under Minn. Stat. § 270C.65, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

15 Payment to Subcontractors

(If applicable) As required by Minn. Stat. § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16 Minn. Stat. § 181.59

The vendor will comply with the provisions of Minn. Stat. § 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17 Termination

17.1 **Termination by the State.** The State or commissioner of Administration may cancel this contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

17.2 **Termination for Insufficient Funding.** The State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

17.3 **Cancellation of individual work orders.** The state may terminate work orders without payment if the work is not satisfactorily completed or not by the agreed-upon due date.

18 Affirmative Action Requirements for Contracts in Excess of \$100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

18.1 **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

18.2 **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

18.3 **Minn. R. Parts 5000.3400-5000.3600.**

- (A) **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- (B) **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (C) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- (D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

19 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this contract by reference.

20 Employee Status

By order of the Governor's Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, Contractor certifies that it and its subcontractors:

1. Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of the United States' immigrations laws; and
2. By the date of the performance of services under this contract, Contractor and all its subcontractors have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

Contractor shall obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications shall be maintained by Contractor and made available to the state upon request. If Contractor or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the *E-Verify* program for all newly hired employees performing work under the contract, the state reserves the right to determine what action it may take including but not limited to, cancelling the contract and/or suspending or debaring the contractor from state purchasing.

[Signatures as required by the state.]

DNR Standards for Real Estate Appraisals & Appraisal Reviews-Attachment B

I The following shall govern what must be included in each report:

- 1. UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP), current version.*
- 2. UNIFORM APPRAISAL STANDARDS FOR FEDERAL LAND ACQUISITIONS (current version), U.S. Gov't. Printing Office. ISBN 0-16-038050-2.*
- 3. FEDERAL AID POLICY GUIDE. Office of the Secretary of Transportation. Source: 54FR8928, March 2, 1989 and 65FR7127, February 12, 1999, 49 CFR, Appendix A & B, Part 24 Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs.*
- 4. DNR SUPPLEMENTAL APPRAISAL AND APPRAISAL REVIEW GUIDELINES (current version)*
- 5. It is recognized that in some assignments there may be a conflict between Standards which are applicable.*
If in doubt, the appraiser should seek a determination from the State's Authorized Agent administering the assignment as to what standard is applicable to avoid requests for corrections and revisions from the reviewing appraiser.
- 6. As determined by the State, include any one or more of the following forms as required by P.L. 91-646, M.S. 84.0274, 117.51, 117.52, or other legal authorities: appraisal summary, record of transfers, appraisal certification, relocation analysis, and I.R.S. Form 8283.*
- 7. MINNESOTA STATUTES 82B, Department of Commerce Rules Section 2808.1100 (licensing).*

II Upon receiving an Appraisal Assignment or Appraisal Review Assignment appraisers will provide, in compliance with the terms of that assignment, typed or printed reports for each property appraised or pdf appraisals on labeled CD's. Eight and one-half inch by eleven inch (8 ½ x 11) side-bound reports are preferred unless otherwise specified. The Assignment will further specify the number of reports (or CD's) required, the time limit allowed within which to provide the report and the fee to be paid by the State.

Upon completion of the Assignment, the appraiser will submit an itemized invoice. The State may consider amending the fee upon the written request of the appraiser. Such request shall include the justification for any change in fee.

III The Department of Natural Resources may have all reports examined by a qualified reviewing appraiser to assure that reports meet applicable appraisal requirements.

It shall be the reviewing appraiser's sole responsibility to determine if reports meet those requirements and seek corrections and revisions of those which do not.

It shall be the appraiser's sole responsibility, at no additional cost to the State, to further substantiate the report if the documentation is determined to be inadequate.

Failure to provide requested corrections and revisions of those reports by an agreed upon date may preclude an appraiser from receiving subsequent Assignments and may cause any Contract to be terminated.

IV The State may terminate this Contract if the Commissioner of Natural Resources determines that further performance under the Contract would not serve the agency's purposes. If this Contract is so terminated, the State shall be liable for payments for services completed and accepted prior to the date of termination.

The State may also terminate this Contract “with cause.” “With cause” shall mean that the Contractor is not performing the service in accordance with the terms of this Contract if the services are not performed to the satisfaction of the State. If this Contract is so terminated, the State shall only be liable to pay for services found acceptable, except if such termination causes the State to pay costs to another Contractor which exceed the amount of this Contract to complete the services. In this event, payment to the Contractor for acceptable services shall be adjusted so that the total paid for the service does not exceed the amount of this Contract.

In the event of termination of the Contract, as heretofore provided, the Contractor shall have seven (7) days following written notice or until the proposed date of termination to show cause why the Contract should not be terminated. If it is determined by the State that the Contract’s default was beyond it’s control or it was not otherwise in default, the Contract shall not be terminated.

V *All appraisals and reviews must be completed by the individual named on the Work Order Assignment.*

VI Acknowledged and Agreed to by Contractor:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

APPRAISAL ASSIGNMENT (WORK ORDER)- Attachment C

DIVISION OF LANDS AND MINERALS
 MN DEPT OF NATURAL RESOURCES
 500 LAFAYETTE ROAD, BOX 45
 ST. PAUL MN 55155-4045

Assigned Due End Fee Contract # County

Fee Schedule: 70% payment upon receipt on or before due date; 30% paid after appraisal is approved
 50% payment upon receipt after due date; 50% paid after appraisal is approved

Project Name Project # Parcel # Acquisition #

Standards: Federal DNR

Intended User:

Original Appraisal Reports or PDF (CD's)

Appraisal Unit Coordinator

Three (3) Appraisal Reports or CD's (PDF Format) Required:
2 originals to: Hope DeVoe (St Paul Office)
1 original and invoice to: Carla Backstrom (Brainerd Office)

Cindy Nathan
 MN DNR – Lands & Minerals
 1601 Minnesota Drive
 Brainerd, MN 56401
 218-855-5126

Each CD should be labeled and accompanied with a paper original signed DNR Certification.
 Invoices and executed work orders should be submitted in paper format to Brainerd Office

APPRAISER NAME & ADDRESS:

OWNER NAME & ADDRESS:

THE APPRAISER AGREES:

1. TO appraise and report as indicated above and to otherwise perform according to the Uniform Standards of Appraisal Practices (USPAP) and the "DNR Appraisal Report Guidelines" (Revised 7/15/2009). For Federal Aid Appraisals, the report must meet DNR Standards, USPAP standards, and the Uniform Appraisal Standards for Federal Land Acquisitions, 2000 (UASFLA).
2. TO provide the State **by the date due specified above**, the required number of copies of the appraisal report on the property specified above. The property is presumed to be owned, as noted above, and a legal description has been supplied. **Please note: This is a time-sensitive project. Appraisal must be submitted according to agreed-upon deadlines, or this assignment is subject to cancellation for non-performance. Any changes in the timeline must be discussed with the Appraisal Unit Coordinator.**
3. THAT failure to provide documentation as prescribed in accordance with *appropriate standards* will require the appraiser to further substantiate the report at no additional cost to the State.
4. TO provide an invoice (**2 paper copies**) after completing this assignment to Cindy Nathan, Division of Lands and Minerals, 1601 Minnesota Drive, Brainerd, MN 56401. Upon written request and pre-approved written approval the State will consider an adjustment of the fee.
5. THAT execution of the Assignment Form is in accordance with the terms and conditions of the State contract referenced above.
6. TO execute and return the original documents of this Assignment to Cindy Nathan, Division of Lands and Minerals, 1601 Minnesota Drive, Brainerd, MN 56401.
7. SPECIAL INSTRUCTIONS: Please contact the landowner by _____.

For further information, and possible assistance with inspection, contact both the Negotiator and Field Contact person identified on the Appraisal Request and Data Sheet.

8. If you wish to discuss this assignment with the reviewer prior to completion of your appraisal, please contact Cindy Nathan at 218-855-5126.

Cynthia L. Nathan, Appraisal Unit Coordinator
 Authorized Signature for Appraisal Management Unit

Date

Accounting, Lands and Minerals
 Authorized Fiscal Signature for Division of Lands and Minerals

Date

Work Order #

Kathy A. Lewis, Assistant Director, Lands & Minerals
 Authorized Signature for the State of Minnesota

Date

Appraiser's Signature

Date

REVIEW ASSIGNMENT (WORK ORDER)- Attachment D
DIVISION OF LANDS AND MINERALS
MN DEPT OF NATURAL RESOURCES
 500 LAFAYETTE ROAD, BOX 45
 ST. PAUL MN 55155-4045

Assigned Due End Fee Contract#

Project Name Project # Parcel # Acquisition # County

Appraiser Name Standards: Federal DNR High Priority:

APPRAISER NAME & ADDRESS:

OWNER NAME & ADDRESS:

THE REVIEWER AGREES:

1. TO review the enclosed appraisal according to "USPAP08-09 Standards 3" and the DNR Supplemental Appraisal & Appraisal Review Guidelines (7/15/09).
2. TO provide the State by the date due specified above, a review of the appraisal report (**three** originals). The property is presumed to be owned as noted above.
3. TO provide an itemized invoice after satisfactorily completing this assignment.
4. THAT execution of the Assignment Form is in accordance with the terms and conditions of the State contract referenced above.
5. TO execute and return the original documents of this Assignment to the Division of Lands and Minerals, **Brainerd Office, at the address above.** Appraisal report supplied to you is your file copy
6. NOTIFY Review Coordinator of review status and/or completion via e-mail at cindy.nathan@dnr.state.mn.us
7. SPECIAL INSTRUCTIONS: See attached.

For further information, or assistance with assignment, contact Cindy Nathan at (218) 855-5126

Cynthia L. Nathan, Real Estate Specialist, Lands and Minerals Date
 Authorized Signature for Appraisal Management Unit

Accounting, Lands and Minerals Date Work Order #
 Authorized Fiscal Signature for Division of Lands and Minerals

Kathy A. Lewis, Assistant Director, Lands and Minerals Date
 Authorized Signature for State of Minnesota

Reviewer's Signature Date

Appraiser Competencies, Price Determination & Geographic Areas of Expertise-Attachment E

Appraiser Name: _____ License Level: _____ #
 Affiliated Firm: _____ Firm Maximum Hourly Rate: \$ _____

Demonstrated appraiser competencies and geographic areas of expertise will be utilized as a basis of determining which contractors will be asked to bid on a project. Complete the following form and provide work sample (cd's) and educational certificates as appropriate.

Competency	DNR Project Name & Number (past 3 yrs only)	Work Sample Submitted	Education Certificates
Agricultural			
Commercial			
Conservation Easements			
Lakeshore			
Large Multi-Use			
Life Estates			
Marinas			
Partial Acquisitions			
Recreational			
Residential			
Resorts			
Subdivision Lakeshore			
Subdivision Residential			
Timber			
Trail Corridors			
Undivided Partial Interests			
UASFLA (Federal) Appraisal			
USPAP Appraisal Review			
UASFLA (Federal) Appraisal Review			

Circle the counties you are competent to work in:

Aitkin County
 Anoka County
 Becker County
 Beltrami County
 Benton County
 Big Stone County
 Blue Earth County
 Brown County
 Carlton County
 Carver County
 Cass County
 Chippewa County
 Chisago County
 Clay County
 Clearwater County
 Cook County
 Cottonwood County
 Crow Wing County
 Dakota County
 Dodge County
 Douglas County
 Faribault County
 Fillmore County
 Freeborn County
 Goodhue County
 Grant County
 Hennepin County
 Houston County
 Hubbard County

Isanti County
 Itasca County
 Jackson County
 Kanabec County
 Kandiyohi County
 Kittson County
 Koochiching County
 Lac Qui Parle County
 Lake County
 Lake of the Woods
 Le Sueur County
 Lincoln County
 Lyon County
 Mahnommen County
 Marshall County
 Martin County
 McLeod County
 Meeker County
 Mille Lacs County
 Morrison County
 Mower County
 Murray County
 Nicollet County
 Nobles County
 Norman County
 Olmsted County
 Otter Tail County
 Pennington County
 Pine County

Pipestone County
 Polk County
 Pope County
 Ramsey County
 Red Lake County
 Redwood County
 Renville County
 Rice County
 Rock County
 Roseau County
 Scott County
 Sherburne County
 Sibley County
 St. Louis County
 Stearns County
 Steele County
 Stevens County
 Swift County
 Todd County
 Traverse County
 Wabasha County
 Wadena County
 Waseca County
 Washington County
 Watonwan County
 Wilkin County
 Winona County
 Wright County
 Yellow Medicine County

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LANDS AND MINERALS

ADDENDUM

Addendum No. 1 to Request for Proposal

FOR

Real Estate Appraisers

SCOPE OF ADDENDUM

Page 8, DELETE: 4. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance

~~This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.~~

~~Contractor is required to carry the following **minimum** limits:~~

~~\$2,000,000 — per claim or event~~

~~\$2,000,000 — annual aggregate~~

~~Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.~~

~~The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.~~

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, ~~with the exception of B-4 above;~~

This addendum shall become part of the proposal.

This vendor shall acknowledge the addendum by submitting this form with their proposal.

**STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LANDS AND MINERALS**

ADDENDUM

Addendum No. 2 to Request for Proposal

FOR

Real Estate Appraisers

SCOPE OF ADDENDUM

Modify Insurance Requirements amounts, Page 7 and 8 of Request for Proposal:

- 2. Commercial General Liability Insurance:** Insurance **minimum** limits are as follows:

~~\$2,000,000~~ \$1,500,000 - per occurrence

~~\$2,000,000~~ \$1,500,000 - annual aggregate

~~\$2,000,000~~ \$1,500,000 - annual aggregate – Products/Completed Operations

- 3. Commercial Automobile Liability Insurance:** Insurance **minimum** limits are as follows:

~~\$2,000,000~~ \$1,500,000 - per occurrence Combined Single limit for Bodily Injury and Property Damage

This addendum shall become part of the proposal.

This vendor shall acknowledge the addendum by submitting this form with their proposal.