

**STATE OF IDAHO**  
**DEPARTMENT OF LANDS**



**FOREST LEGACY CONSERVATION EASEMENT APPRAISER**  
**REQUEST FOR PROPOSAL 21-302**  
**DUE BEFORE 9:00:00 A.M., PT (Pacific Time), ON APRIL 6, 2021**

## TABLE OF CONTENTS

<b>SCHEDULE OF EVENTS.....</b>	<b>4</b>
<b>1 REQUEST FOR PROPOSAL INSTRUCTIONS .....</b>	<b>5</b>
1.1 PRE-PROPOSAL CONFERENCE .....	5
1.2 QUESTIONS .....	5
1.3 RFP SUBMISSION INSTRUCTIONS.....	5
1.4 RFP SUBMISSION DEADLINE & ADDRESS .....	6
1.5 PUBLIC PROPOSAL OPENING.....	6
<b>2 GENERAL INFORMATION.....</b>	<b>7</b>
2.1 PURPOSE .....	7
2.2 OFFEROR NON-RESPONSIVE .....	7
2.3 BURDEN OF PROOF .....	7
2.4 ORAL INFORMATION.....	7
2.5 OFFEROR DISQUALIFICATION.....	7
2.6 PUBLIC RECORDS.....	7
2.7 REJECTION OF PROPOSAL AND CANCELLATION OF SOLICITATION .....	8
2.8 PROPOSAL AWARD PROCEDURES.....	8
<b>3 SCOPE OF WORK.....</b>	<b>9</b>
3.1 GENERAL APPRAISAL SPECIFICATIONS.....	9
3.2 GENERAL APPRAISAL REPORT REQUIREMENTS.....	10
3.3 PROPERTY DESCRIPTIONS & MAPS .....	13
<b>4 PROPOSAL RESPONSE FORMAT AND REQUIREMENTS.....</b>	<b>25</b>
4.1 (M) COVER LETTER .....	25
4.2 (M) TABLE OF CONTENTS .....	25
4.3 (M) GENERAL BUSINESS INFORMATION .....	26
4.4 (ME) SPECIFIC TECHNICAL INFORMATION.....	26
4.5 (ME) COST PROPOSAL.....	26
<b>5 METHOD OF EVALUATION AND AWARD.....</b>	<b>27</b>
5.1 TECHNICAL EVALUATION.....	27
5.2 COST PROPOSAL EVALUATION.....	27
5.3 BEST AND FINAL OFFERS.....	28
5.4 NEGOTIATIONS.....	28
5.5 AWARD.....	28
<b>ATTACHMENT 1 – MANDATORY INFORMATION.....</b>	<b>29</b>
<b>ATTACHMENT 2 – ADDITIONAL QUALIFICATIONS.....</b>	<b>30</b>

**ATTACHMENT 3 – EXPERIENCE..... 31**  
**ATTACHMENT 4 – PROFESSIONAL REFERENCES ..... 32**  
**ATTACHMENT 5 – PROJECT TIMELINES..... 33**  
**ATTACHMENT 6 – COST PROPOSAL..... 34**  
**EXHIBIT A – DRAFT CONTRACT ..... 35**  
**EXHIBIT B– AD1048..... 47**  
**EXHIBIT B - OFFEROR'S QUESTIONS.....49**  
**EXHIBIT C - AFFIDAVIT OF COMPLIANCE.....51**

**SCHEDULE OF EVENTS**  
**21-302 Forest Legacy Conservation Easement Appraiser**

Request for Proposal Release	March 4, 2021
Pre-Proposal Meeting	March 15, 2021 at 9:00 a.m. PT
Deadline for Receipt of Written Inquiries	March 22, 2021 at 2:00 p.m., PT
Proposal Due Date	<u>Before</u> 9:00:00 a.m. PT, April 6, 2021
Evaluation/Negotiation Period	April 7, 2021 through April 8, 2021
Anticipated Intent to Award Date	April 12, 2021
Anticipated Contract Award Date	April 20, 2021

## 1 REQUEST FOR PROPOSAL INSTRUCTIONS

The intent of this Request for Proposal (RFP) is to procure the services of qualified offerors to provide conservation easement appraisals in support of the Idaho Department of Lands (IDL) Forest Legacy Program (FLP). Proposals will be evaluated based on the content identified in this Request for Proposal. The first year of the resulting contract will include the four (4) projects in this solicitation. Any subsequent projects will be added to the contract through mutually signed contract modifications to include full project descriptions.

### 1.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **9:00 A.M., PT on March 15, 2021** via Zoom. This will be an opportunity for offerors to ask questions with IDL staff responsible for the administration of the contract activities. IDL will issue an Addendum with official answers to all questions asked during the Pre-Proposal Conference. In-person attendance will not be offered due to the on-going pandemic. IDL requires that offerors interested in attending the virtual conference contact the Department by email to [sgroeschl@idl.idaho.gov](mailto:sgroeschl@idl.idaho.gov) before **12:00 p.m. on March 11, 2021**. Offerors will then be sent the Zoom Conference Invitation. While attendance is not mandatory, interested vendors are encouraged to attend and participate.

### 1.2 QUESTIONS

**All questions related to this Request for Proposal shall be directed to Sherry Groeschl at [sgroeschl@idl.idaho.gov](mailto:sgroeschl@idl.idaho.gov)** utilizing the Exhibit B-Offeror Questions, which has been provided as a separate electronic document with the solicitation (an example of this attachment can be found on pgs 29-30 of this document). Inquiries shall be in writing and shall reference the appropriate section and paragraph number. Verbal questions will not be accepted. The deadline for receiving questions is **2:00 P.M., PT, on March 22, 2021**. Only questions answered by written addendum are binding. Oral interpretations have no legal effect. Responses to questions received will be posted as an addendum on the IDL website at <https://www.idl.idaho.gov/about-us/current-contracting-opportunities/>.

Questions related to the "Draft Contract" must be included with your written submission of questions. Concessions to IDL terms and conditions will not be considered at the time of contract award. Any specific issue your company has with IDL's terms and conditions should be posed as a question and a response will be given during the solicitation period to avoid any potential delay or contract failure at the time of award.

It is the responsibility of parties interested in this RFP to monitor IDL's website for any updates or addenda. All changes to this RFP will be in writing and must be posted to IDL's webpage to be valid. Alternate Proposals are not allowed.

### 1.3 RFP SUBMISSION INSTRUCTIONS

The submitting Offeror agrees that its Proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing date, unless otherwise identified in the Solicitation. No Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Proposals must be in U.S. Dollars.

IDL reserves the right to award multiple contracts if in its best interest. In the case of math errors in the Cost Proposal, the **PRICE PER UNIT** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for award.

Outside Package: Proposals must be submitted manually (by US Mail, or any other courier service). The Complete Proposal Package (Technical Proposal and Cost Proposal) must be sealed and identified as “**IDL RFP 21-302 FOREST LEGACY CONSERVATION EASEMENT APPRAISER.**” Include your company name on the outside of the package.

The package must include both the Technical Proposal and Cost Proposal **separately packaged, sealed** and identified as follows:

Inside Envelope #1 - The Technical Proposal must be separately sealed, identified “**Technical Proposal – IDL RFP 21-302 FOREST LEGACY CONSERVATION EASEMENT APPRAISER.**” The Technical Proposal Packet shall include one (1) printed, original copy and a USB Device containing an electronic copy of the entire Technical Proposal and the Cost Proposal.

Inside Envelope #2 - The Cost Proposal must be **separately sealed**, identified as “**Cost Proposal – IDL RFP 21-302 FOREST LEGACY CONSERVATION EASEMENT APPRAISER.**” The Cost Proposal Packet shall include one (1) printed, original copy of the Cost Proposal.

#### 1.4 RFP SUBMISSION DEADLINE & ADDRESS

Sealed Proposals must be received, and time stamped by the Idaho Department of Lands at the address below **before 9:00:00 AM P.T. on April 6, 2021**. The IDL is not responsible for lost or undelivered Proposals or for failure of the United States Postal Service, any courier service to deliver Proposals to the Idaho Department of Lands by the RFP closing deadline. **Late Proposals will not be accepted. Fax Proposals will not be accepted. Emailed Proposals will not be accepted.**

Proposal Delivery Address:

Idaho Department of Lands  
ATTN: Sherry Groeschl, Senior Buyer  
3284 West Industrial Loop  
Coeur d’Alene, Idaho, 83815

Proposals are to be mailed in a sealed package and are to be marked in the lower left-hand corner with the following information:

Sealed Proposal For: 21-302 FOREST LEGACY CONSERVATION EASEMENT APPRAISER Proposals Due: 4/6/21 at or before 9:00:00 A.M. P.T.
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A Proposal submitted using “Express/Overnight” services must be shipped in a separate sealed inner package identified as stated above and enclosed inside the “Express/Overnight” shipping package. The offerors name and return address should appear on the proposal package.

#### 1.5 PUBLIC PROPOSAL OPENING

There will be a public proposal opening by IDL via **Call In** at 9:15:00 A.M. PT on APRIL 6, 2021. Participants may attend via IDL’s phone conferencing solution by calling 208-769-1525 and asking to be transferred to Meet Me extension 5059. Only the offeror name of the proposals received will be released at that time and is not confirmation that submitted proposals are responsive.

## 2 GENERAL INFORMATION

### 2.1 PURPOSE

The purpose this RFP is to procure conservation easement appraisal services for the Idaho Department of Lands-Forest Legacy Program.

### 2.2 OFFEROR NON-RESPONSIVE

It will be the offeror's responsibility to check the IDL website for any addenda prior to submitting a proposal. In the event IDL revises any part of the solicitation documents, it will make addenda available on the IDL website. Information given to an offeror will be available to all other offerors if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed offerors.

Proposals which condition the Proposal based upon IDL accepting other terms and conditions not found in the RFP, or which take exception to any terms and conditions found in this RFP, will be found non-responsive, and no further consideration of the Proposal will be given.

### 2.3 BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the IDL with its original submission sufficient data to determine if the goods or services offered conform to the specifications.

### 2.4 ORAL INFORMATION

IDL will not be responsible for any verbal or oral information regarding this solicitation.

### 2.5 OFFEROR DISQUALIFICATION

IDL reserves the right to make reasonable inquiry to determine the responsibility of an offeror. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful offerors must show to the satisfaction of the IDL that they have sufficient equipment and staff to complete the work contracted by the time specified. The failure of an offeror to promptly supply information in connection with a proposal is reason for disqualification.

### 2.6 PUBLIC RECORDS

Pursuant to Idaho Code Sections 74-101 through 74-126, information or documents received from an offeror or the awarded Contractor may be open to public inspection and copying unless exempt from disclosure. The offeror shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. IDL will not accept the marking of an entire document as exempt. In addition, IDL will not accept a legend or statement on one (1)

page that all, or substantially all, of the document is exempt from disclosure. IDL is not obligated to deny public records requests for such material or to defend a challenge to such a denial; however, the offeror (and by extension the awarded Contractor) shall indemnify and defend IDL against all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever arising out of IDL's denying a public records request for such records, or the offeror's failure to designate individual documents as exempt. The offeror's failure to designate as exempt any document or portion of a document that is released by IDL shall constitute a complete waiver of any and all claims for damages against IDL for damages alleged to have been caused by any such release.

## 2.7 REJECTION OF PROPOSAL AND CANCELLATION OF SOLICITATION

Prior to the issuance of a contract, IDL shall have the right to accept or reject all or any part of a proposal or any and all proposals when: (i) it is in the best interest of the State of Idaho; (ii) the proposal does not meet the minimum proposal specifications; (iii) the proposal is not the most responsive, responsible proposal; (iv) a finding is made based upon available evidence that an offeror is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered deviates to a major degree from the proposal specifications, as determined by IDL (minor deviations, as determined by IDL, may be accepted as substantially meeting the proposal requirements of IDL). Deviations will be considered major when such deviations appear to frustrate the competitive solicitation process or provide an offeror an unfair advantage. Prior to the issuance of a contract, IDL shall have the right to reject all proposals or to cancel this solicitation.

## 2.8 PROPOSAL AWARD PROCEDURES

Following the evaluation period, IDL will notify all responsive offerors, by email, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) working day appeal period, if no appeals are received, IDL may award a contract to the successful offeror(s).

An offeror to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to IDL a signed copy of the contract, required certificates of insurance, licenses, certifications, or other documentation necessary to show that the personnel, equipment and materials to be furnished by the offeror are in full compliance with the contract specifications. If IDL does not receive such documents within the specified time period, IDL may declare, at its sole discretion, the offerors rights to the contract are forfeited, and IDL may proceed without further delay or notice to award the contract to the next highest scoring responsive and responsible Offeror.

The award decisions will be made in accordance with the "Method and Evaluation of Award" included below.



### 3 SCOPE OF WORK

#### 3.1 GENERAL SPECIFICATIONS

OVERVIEW: The Idaho Department of Lands is seeking an appraiser (contractor) to provide conservation easement appraisal reports for Idaho's Forest Legacy Program (FLP). Individual Project Descriptions with specific information for each subject property are provided in Section 3.3. Subsequent projects will be added to the contract through mutually signed contract modifications.

#### APPRAISAL PRE-WORK MEETING AND SPECIFIC APPRAISAL INSTRUCTIONS:

After the Notice to Proceed has been sent, the IDL Contracting Officer Representative (COR) the USDA Forest Service Staff Reviewer (Staff Reviewer), and the Contractor shall engage in an Appraisal Pre-Work Meeting before **each** assigned appraisal project begins. The Staff Reviewer will provide project specific appraisal instructions for the Contractor during this meeting. The assigned Staff Reviewer is responsible for providing project specific assignment instructions for each assigned conservation easement appraisal. The assigned Staff Reviewer shall provide the Contractor with specific guidance regarding report format, definition of terms, required exhibits, extraordinary assumptions, hypothetical conditions, jurisdictional exceptions, and assignment conditions.

#### PERFORMANCE:

Unless otherwise stated, the Contractor shall furnish all materials, supplies, tools, equipment, personnel, travel, and shall complete all requirements including performance of the professional services listed herein. The Contractor shall assume responsibility for all work, including the selection and work product of other professional contributors, including subcontractors. The Contractor must notify the IDL COR and the Staff Reviewer of the selection of any additional professional contributors, subcontract appraisers or specialists. Any additional professionals **must be approved** before they start work. The Contractor shall present specialist and consulting reports to the appraisal report addenda or make them available for inspection by the COR and the Staff Reviewer.

#### REPORT CONFIDENTIALITY:

The Contractor may provide information about the assignment, appraisal results, or portions thereof only to the COR and Staff Reviewer. **The appraisal(s) may not be distributed to the other intended users without prior authorization from the COR and the Staff Reviewer. Only after** technical review is complete and approved, will appraisal(s) be made available to intended users.

#### APPRAISER QUALIFICATIONS:

In order to be a qualified appraiser for the purposes of FLP appraisals, an individual must i) be certified as a general appraiser in Idaho, or can obtain reciprocity or a temporary practice permit in Idaho; ii) be competent to perform the appraisal assignment in compliance with the Competency Rule of the Uniform Standards of Professional Appraisal Practice (USPAP); iii) have completed training in application of the current edition of Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) iv) completed training in Conservation Easement Valuation; and v) have completed at least five (5) self-contained or summary appraisal reports of properties similar in scope and complexity to the subject property in the preceding five (5) years.

#### COMPREHENSIVE APPRAISAL REVIEW:

All appraisal reports will have an appraisal review for compliance prior to acceptance by IDL. The

COR will assign review appraiser duties to a Staff Reviewer. A value opinion is acceptable for use in the Forest Legacy Program only after the Staff Reviewer has found the appraisal report to be in compliance with the UASFLA, the USPAP, and the written instructions developed by the Staff Reviewer for the specific case. Any discrepancies or deficiencies identified during the review appraisal will be discussed with the Contractor and corrections will be requested. The Staff Reviewer will have permission to contact the Contractor during the review.

#### DELIVERY DATE:

Work may commence once the Contractor has received the Notice to Proceed which will include a signed copy of the contract. The target period of performance for the delivery of an appraisal report shall be **90-120 calendar days** from the date the Contractor has had the Appraisal Pre-Work Meeting. The Contractor must provide the appraisal report within the performance period specified, or otherwise state an alternative period of performance with justification for the change.

Upon completion of any assigned appraisal report and with authorization from the Staff Reviewer, the Contractor shall prepare and send one (1) bound and one (1) electronic copy of the final appraisal report to each client and intended user. Delivery method will be discussed in the Pre-Work Meeting.

#### APPRAISAL ISSUES:

Should the Contractor identify controversies, inconsistencies or issues during the course of this assignment, or to resolve problems and clarify any questions regarding this scope of work or other issues, he/she will immediately notify the COR. The contact information is provided below.

#### SUPPORTING DOCUMENTATION:

Prior to each conservation easement appraisal assignment, COR will provide the Contractor with the following property specific documentation: draft deed of conservation easement, title commitment, mineral assessment report, survey (if conducted), forest stewardship plan, draft baseline documentation report, and verification of legal description and acreage. These documents shall be included in the final appraisal report.

#### QUALITY ASSURANCE INSPECTION:

All Forest Legacy Program conservation easement appraisals (including any appraisals completed under this contract) will be reviewed by the USDA Forest Service under a **Quality Assurance Inspection** at a date to be determined later. Quality assurance inspections are conducted by the USDA Forest Service on an approximate 5-year cycle to evaluate IDL's appraisal program to determine compliance with the federal appraisal requirements.

### 3.2 GENERAL APPRAISAL REPORT REQUIREMENTS

#### APPRAISAL STANDARDS:

The appraisal report(s) must conform to the current versions of the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), the Forest Legacy Program Implementation Guidelines and the appraisal instructions as provided by the assigned review Staff Reviewer. Any departure or deviation from the standards of this contract shall be by prior written approval from IDL.

#### PURPOSE OF APPRAISAL REPORTS:

To determine the fee simple market value of the before and after conditions relative to a FLP conservation easement. While the difference between the two value conclusions is a mathematically derived compensation estimate for the conservation easement, the easements

themselves will not be appraised.

**CLIENT(S):**

Idaho Department of Lands acting by and through the State Board of Land Commissioners, and as otherwise directed by the COR.

**INTENDED USE AND INTENDED USERS:**

The intended use of each appraisal is for voluntary acquisition purposes of a conservation easement to encumber privately-owned property. The intended users include the Idaho Department of Lands, acting by and through the State Board of Land Commissioners, and as otherwise directed by the COR.

**PROPERTY INSPECTIONS:**

The Contractor will inspect the subject properties and all sales directly compared with the subject properties sufficiently for credible analysis and comparison and shall include relevant information in the appraisal report. Comparable sale inspection cannot be waived unless approved by the COR and the Staff Reviewer.

**IDL CONTRACTING OFFICER REPRESENTATIVE (COR):**

**This information will be provided in the awarded contract.**



### 3.3 PROPERTY DESCRIPTIONS & MAPS

#### **North Fleming Creek Conservation Easement Property**

Landowner Name: Walt and Gerry Dinning

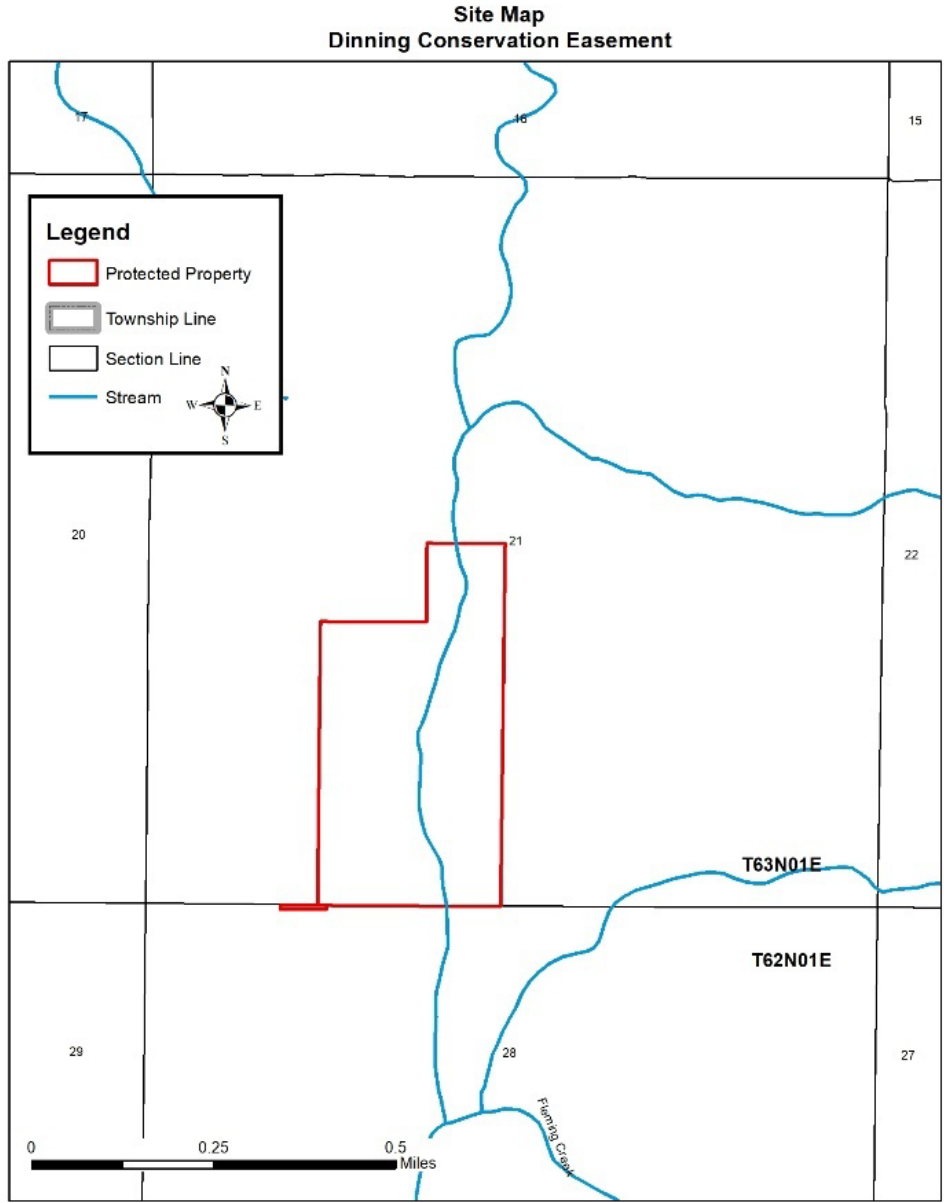
Acres and Legal Description: 70 acres, Boundary County Parcel Numbers: RP63N01E283000A (Section 28: only a 30-foot strip of land in this section that provides access to the parcel in section 21) and RP63N01E214951A (Section 21: about 69 acres in the SW quarter)

Current Property Condition: 100% native forest, no structures, native-surface forest roads, access from north and south via Holmes Road, used primarily for commercial timber harvest and noncommercial family recreation.

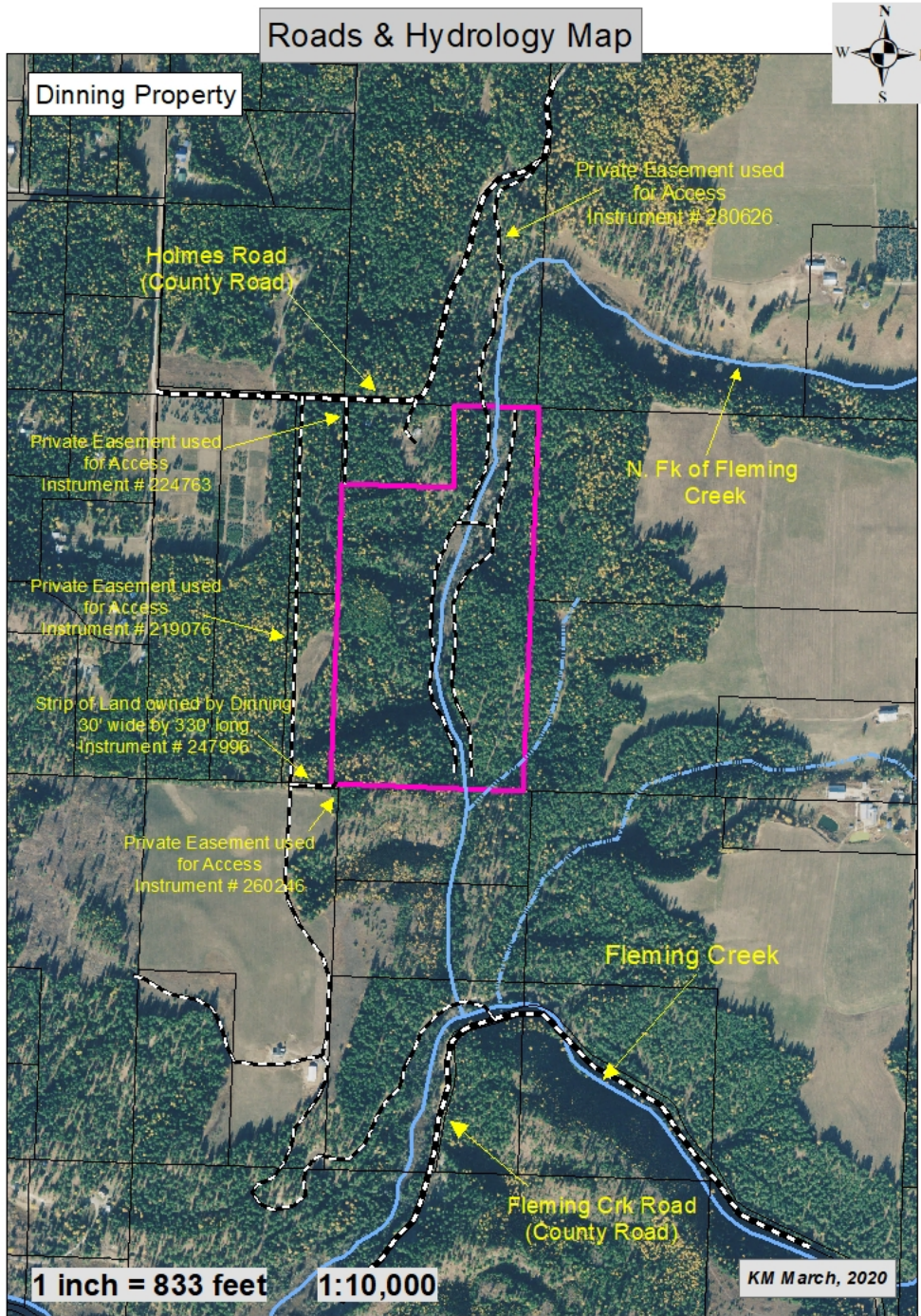
#### Conservation Easement Summary:

- Purpose(s): to effect the Forest Legacy Program by promoting sustainable forest management, preventing the conversion of working forest land and protecting valuable wildlife habitat
- Prohibited Uses: subdivision, restricted construction, land and vegetation alteration, mining, restricted commercial/industrial uses
- Landowner's Reserved Rights: development and residential uses (allow for one ~3-acre building envelope with one residential structure and appurtenant structures; one cabin can be built on property), commercial forestry and sustainable timber harvest with forest stewardship plan, limited livestock use, non-commercial fishing and hunting, recreation
- Holder's (IDL) Rights: access for monitoring, enforcement of violations
- Public Recreation and Access: NOT granted by this easement

**N. Fleming Creek Section Map**



# N. Fleming Creek Aerial Map



## **Pywell Road Conservation Easement Property**

Landowner Name: Jon and Annette Simonson

Acres and Legal Description: 90 acres, Boundary County Parcel Number: RP64N01E207211A (Section 20: 90 acres in the SW quarter)

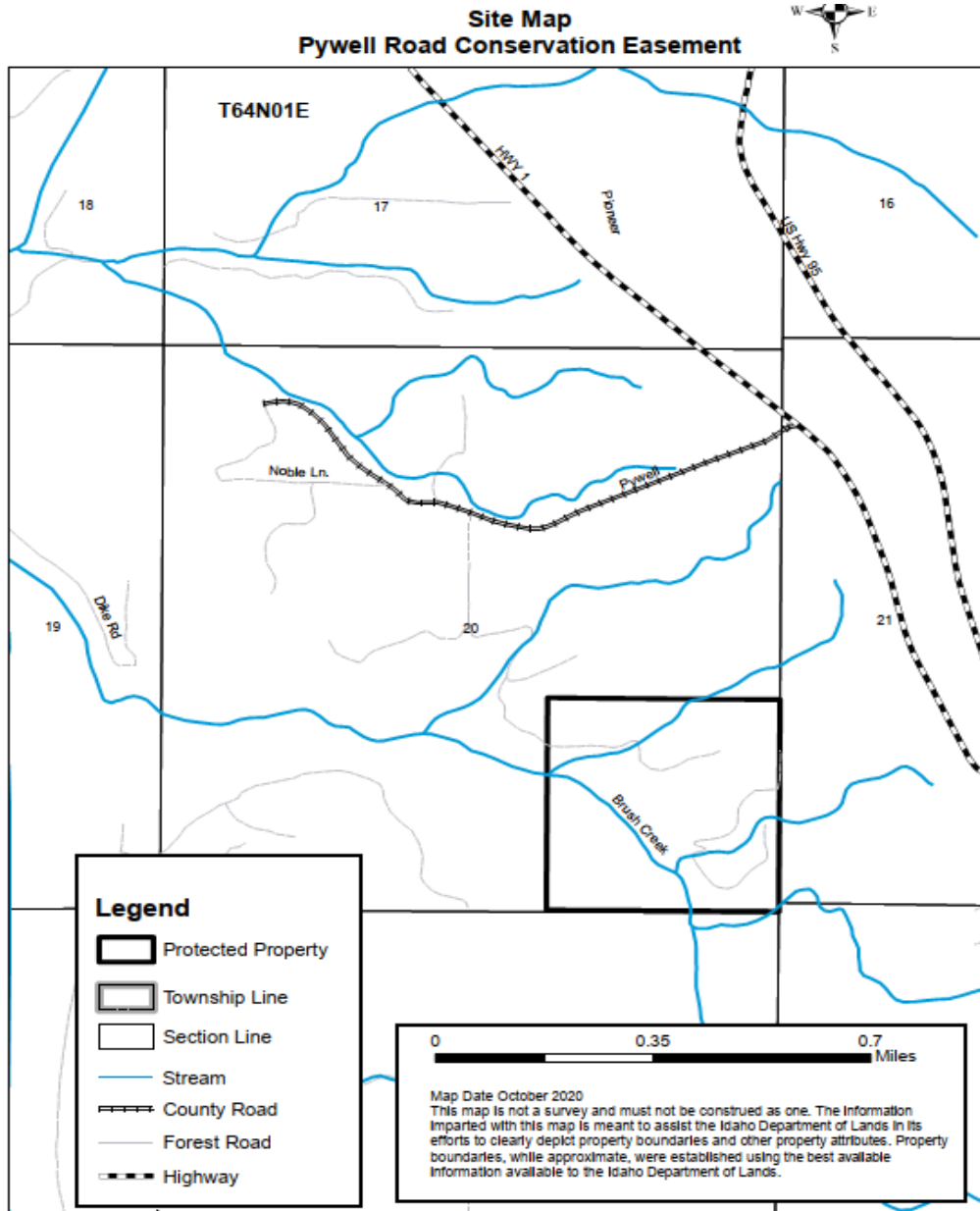
Current Property Condition: mostly native forest, ~12 acres vacant land, no structures, native-surface forest roads, access from northwest via private easement from Pywell Rd, used primarily for commercial timber harvest and noncommercial family recreation.

### Conservation Easement Summary:

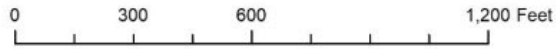
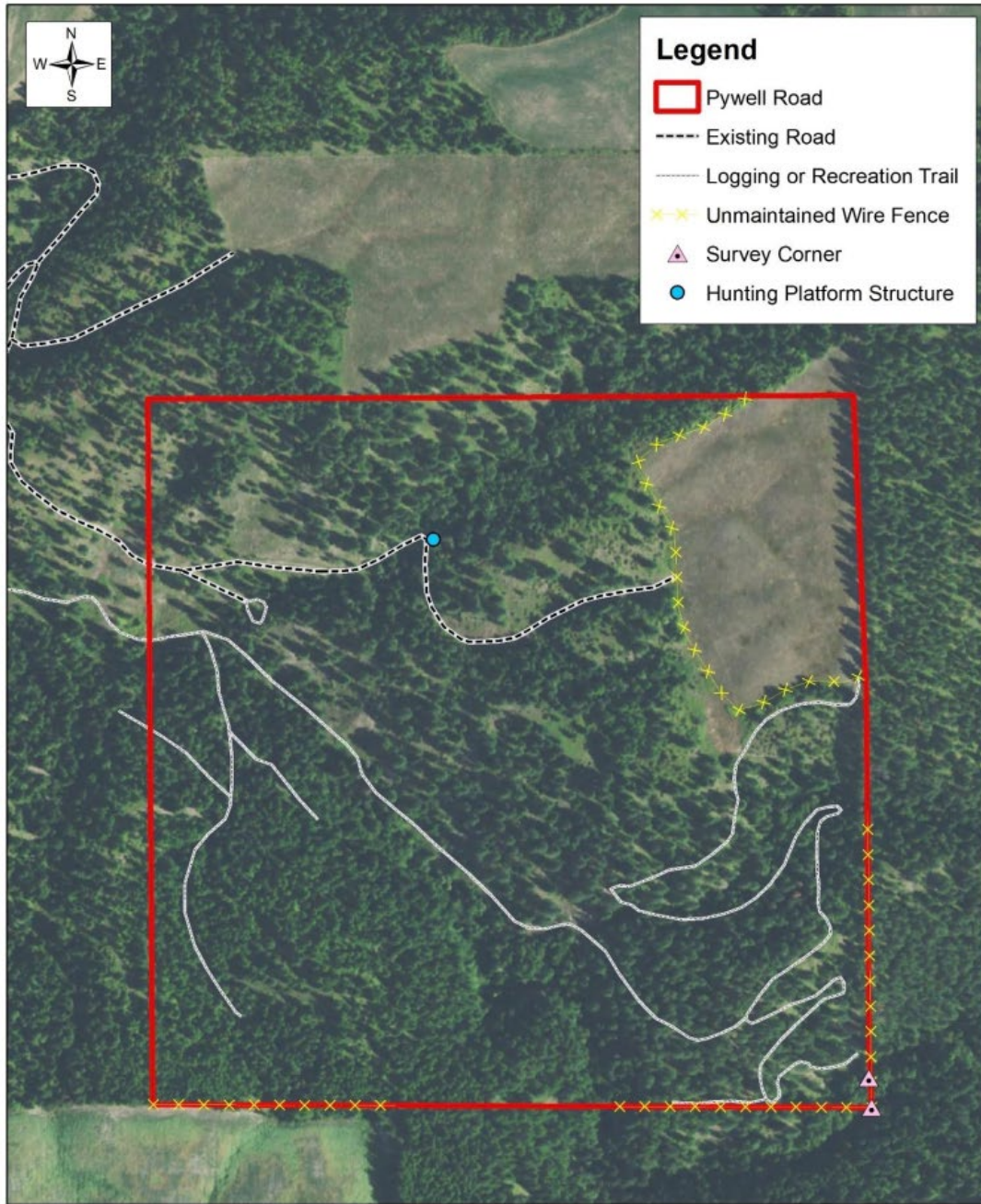
- Purpose(s): to effect the Forest Legacy Program by promoting sustainable forest management, preventing the conversion of working forest land and protecting valuable wildlife habitat
- Prohibited Uses: subdivision, restricted construction, land and vegetation alteration, mining, restricted commercial/industrial uses, livestock
- Landowner's Reserved Rights: development and residential uses (allow for two building envelopes: i) ~3-acres with one residential structure and appurtenant structures and ii) ~1.5-acres with one residential structure and appurtenant structures; one cabin can be built on property), commercial forestry and sustainable timber harvest with forest stewardship plan, non-commercial fishing and hunting, recreation
- Holder's (IDL) Rights: access for monitoring, enforcement of violations
- Public Recreation and Access: NOT granted by this easement



# Pywell Road Section Map



# Pywell Road Aerial Map



Locations are Approximate  
NAIP Aerial Image Date: 2019  
Map Date: June 2020

## **Gilje (“Gill-yuh”) Conservation Easement Property**

Landowner Name: Kristofer and Kristen Gilje

Acres and Legal Description: 40 acres, Boundary County Parcel Number: RP63N01E158410A (Section 15: SWSE)

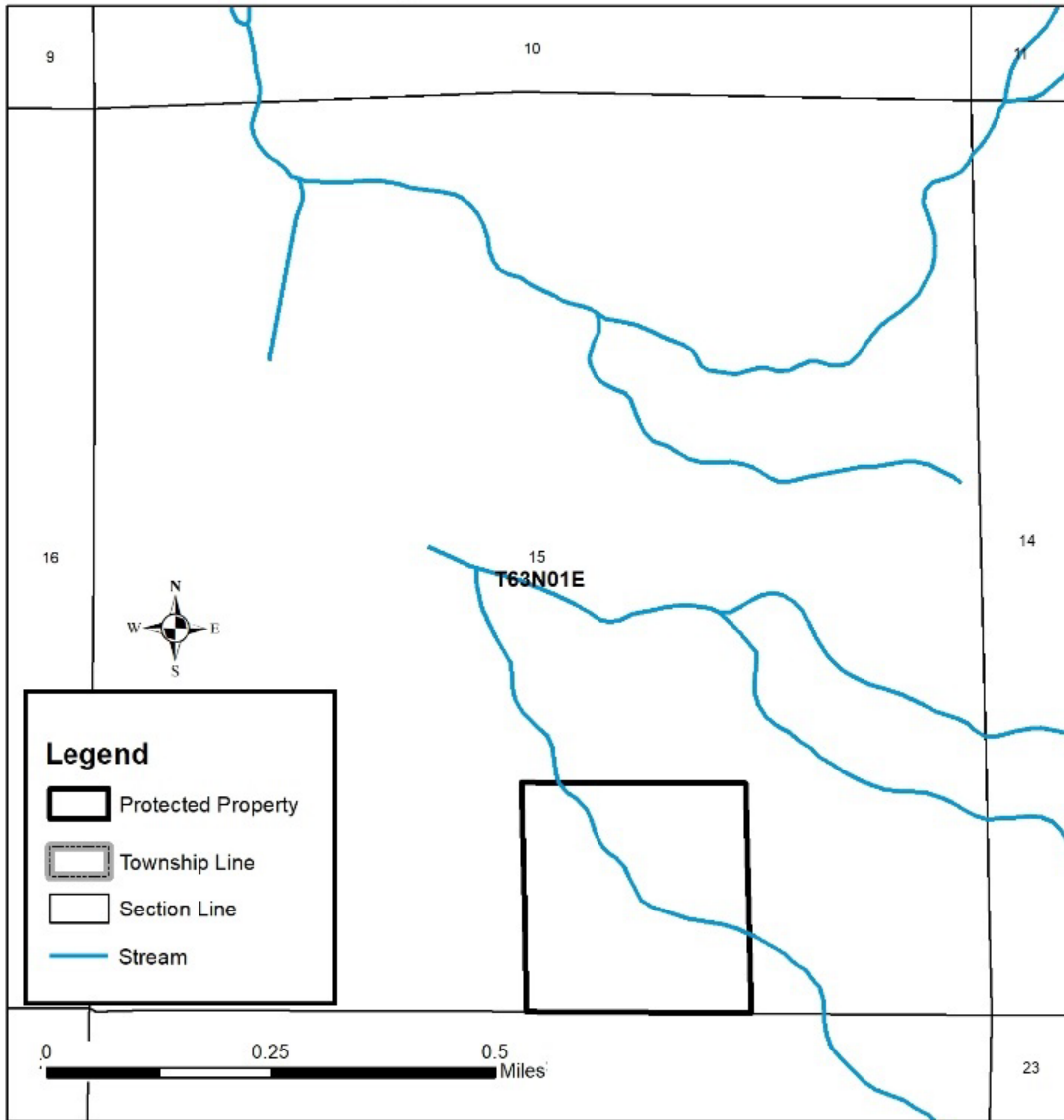
Current Property Condition: mostly native forest, ~2 acres residential area, one single-family residence with several appurtenant structures, native-surface forest roads, access from south via private easement from US Hwy 95, used primarily for residential use, commercial timber harvest, and noncommercial family recreation.

### Conservation Easement Summary:

- Purpose(s): to effect the Forest Legacy Program by promoting sustainable forest management, preventing the conversion of working forest land and protecting valuable wildlife habitat
- Prohibited Uses: subdivision, restricted construction, land and vegetation alteration, mining, restricted commercial/industrial uses
- Landowner’s Reserved Rights: development and residential uses (allow for one building envelope ~3.5-acres with two residential structures and appurtenant structures), commercial forestry and sustainable timber harvest with forest stewardship plan, 1-acre agriculture area, limited livestock use allowed, non-commercial fishing and hunting, recreation
- Holder’s (IDL) Rights: access for monitoring, enforcement of violations
- Public Recreation and Access: NOT granted by this easement

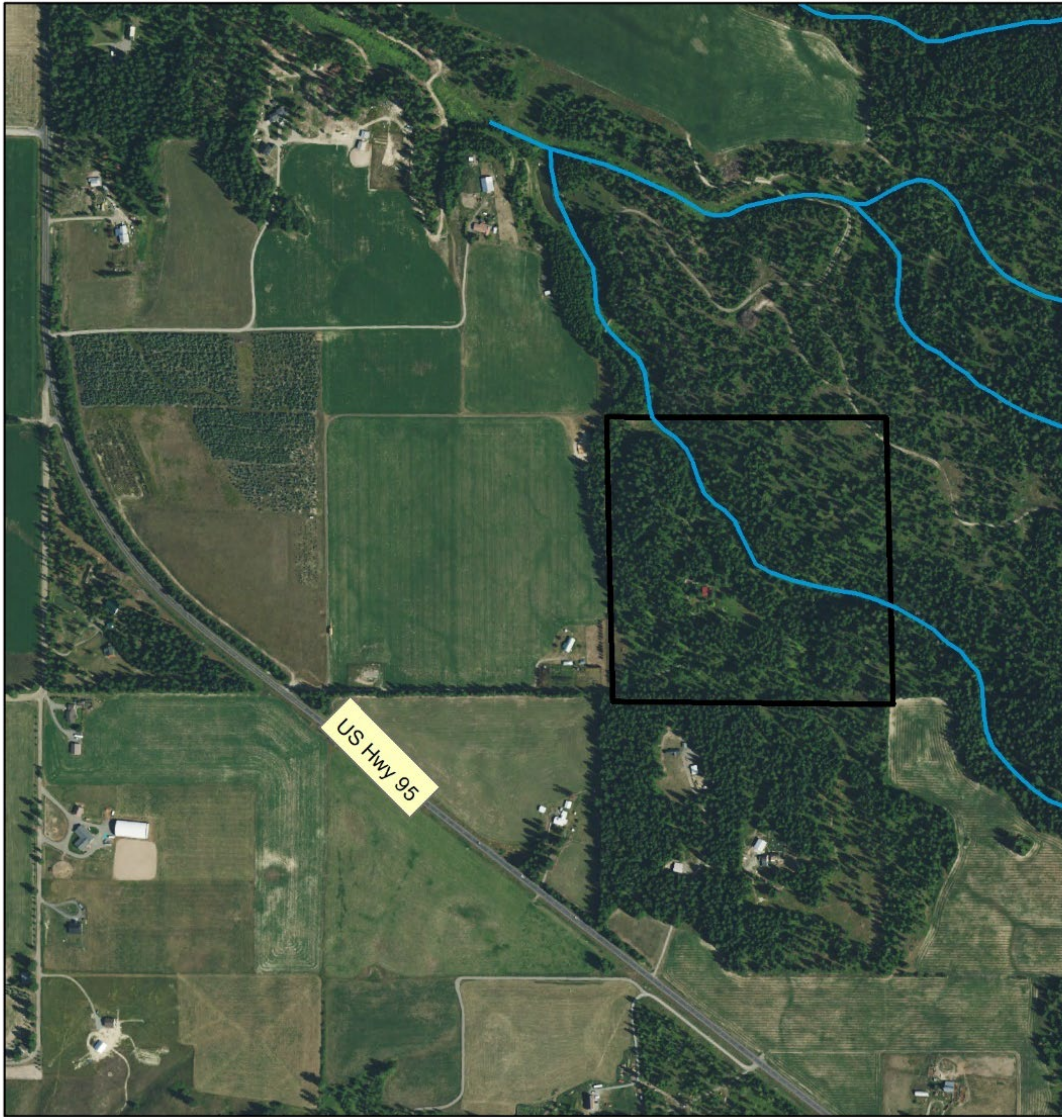
**Gilje Section Map**

**Site Map  
Gilje Conservation Easement**



**Gilje Aerial Map**

**Site Map  
Gilje Conservation Easement**



## **Hartland Conservation Easement Property**

Landowner Name: Hartland LLC (Hart family)

Acres and Legal Description: ~154 acres, Boundary County Parcel Numbers: RP62N01E081810A and RP62N01E093610A and RP62N01E088090A (Section 8: parts of the east half (east of District 5 Rd); Section 9: SWNW)

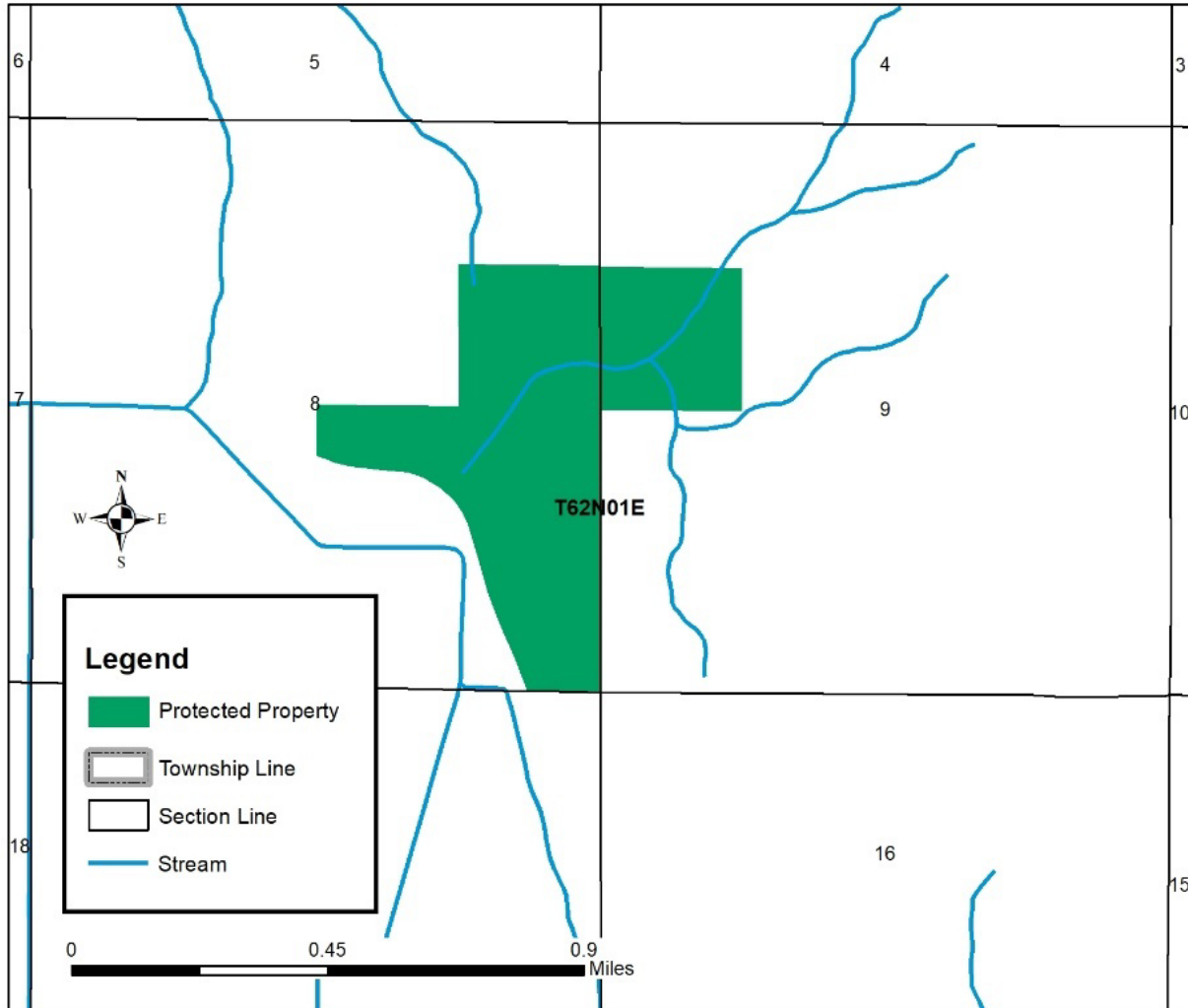
Current Property Condition: mostly native forest, ~12 acres vacant land, no structures, native-surface forest roads, access from northwest via private easement from Pywell Rd, used primarily for commercial timber harvest and noncommercial family recreation.

### Conservation Easement Summary:

- Purpose(s): to effect the Forest Legacy Program by promoting sustainable forest management, preventing the conversion of working forest land and protecting valuable wildlife habitat
- Prohibited Uses: subdivision, construction, land and vegetation alteration, mining, restricted commercial/industrial uses, livestock
- Landowner's Reserved Rights: commercial forestry and sustainable timber harvest with forest stewardship plan, non-commercial fishing and hunting, recreation
- Holder's (IDL) Rights: access for monitoring, enforcement of violations
- Public Recreation and Access: NOT granted by this easement

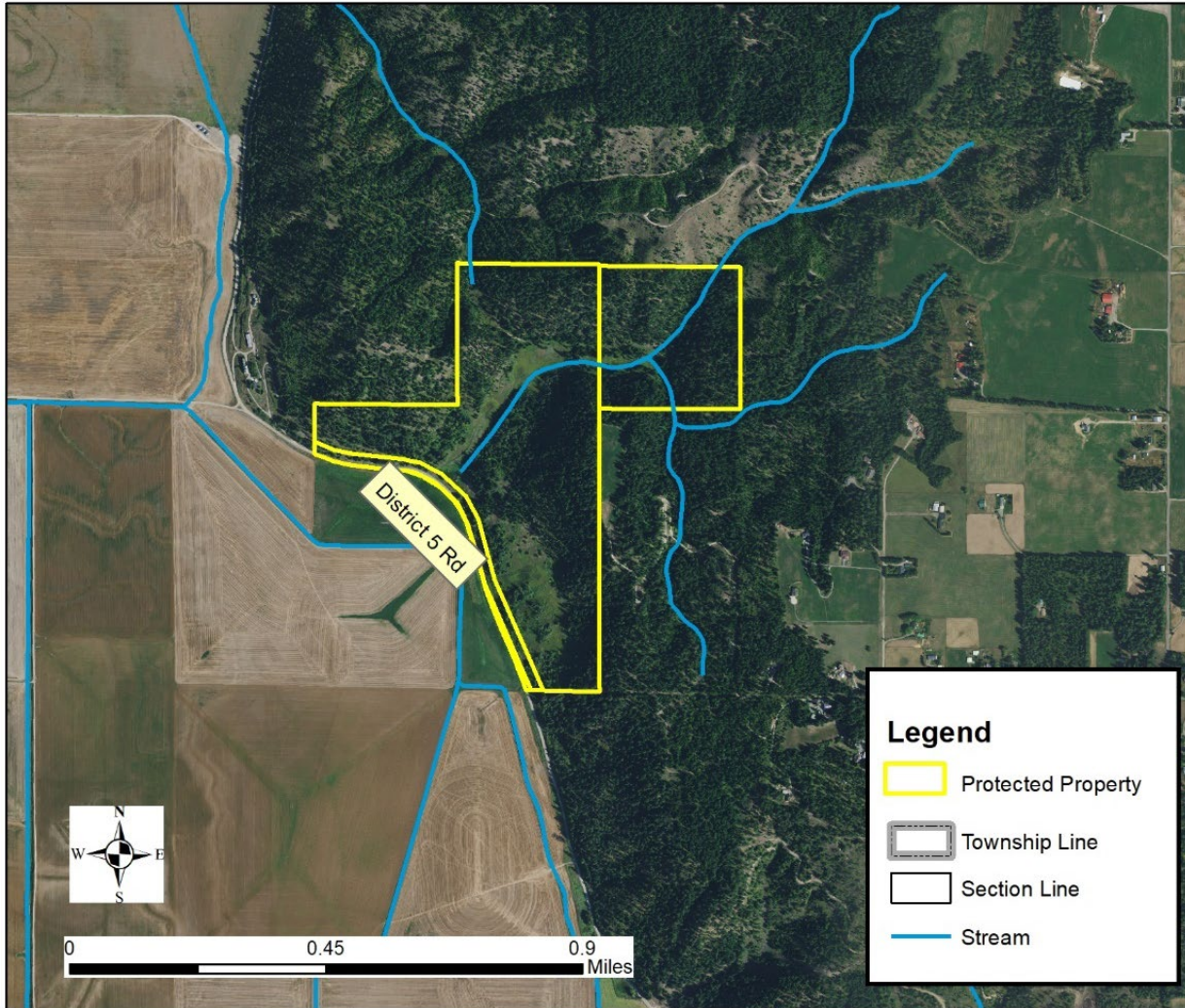
**Hartland Section Map**

**Site Map  
Hartland Conservation Easement**



**Hartland Aerial Map**

**Site Map  
Hartland Conservation Easement**





## 4 PROPOSAL RESPONSE FORMAT & REQUIREMENTS

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

### Evaluation Codes

The following codes will identify required information regarding the review process:

**(M)** Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Offeror's Proposal non-responsive and no further evaluation will occur.

**(ME)** Mandatory and Evaluated Specification - failure to comply will render Offeror's Proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a detailed response identifying its understanding and how it will comply. Points will be awarded based on predetermined criteria.

**(E)** Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service or meet the specification. Failure to respond will result in zero (0) points awarded for the specification. If available, Offeror is to respond to this specification with a detailed response identifying its understanding and how it will comply, and points will be awarded based on predetermined criteria.

**(NE)** Non-Evaluated Specification – optional response/information that is not evaluated but may be utilized and included in the contract

**Note: IDL Procurement Policy 13.XXI.C.1 allows the designated Procurement Lead to waive minor informalities as well as minor deviations. IDL reserves the right to seek clarification on any M, ME or E requirement.**

### PROPOSAL SUBMISSION REQUIREMENTS

Offerors will use the following format to submit the Technical Proposal

#### 4.1 (M) Cover Letter

The Technical Proposal must include a cover letter on official letterhead of the Offeror; the cover letter must include:

- Offeror's name
- mailing address
- telephone number
- e-mail address and name of Offeror's authorized signer.

**4.1.1** A brief description of how your organization qualifies to address the requirements of this request for proposal package, and why your organization is interested in the work.

**4.1.2** A signature and date from an authorized representative with the legal right to bind the offeror to the offeror's proposal.

#### 4.2 (M) Table of Contents

Include a table of contents in the Technical Proposal identifying the contents and each major section.

### **4.3 (M) General Business Information**

Provide a condensed overview of your organization's approach to fulfilling the required services, demonstrating an understanding of the Scope of Work and services to be performed.

**4.3.1** Provide an Executive Summary of your organization.

**4.3.2** Provide an overall summary of your organization including providing similar services and goods described in this RFP. The proposal will clearly indicate how many staff will be in the field and any specialized roles that these persons will perform and evidence of technical competence in those roles.

**4.3.3** Include resumes for all people providing services under this proposal.

### **4.4 (M) (ME) Specific Technical Information**

Information required in this section is Mandatory and Attachments 2-5 will be evaluated. Describe in detail your company's knowledge and experience in providing services similar to those required in this RFP through responses to **Attachments 1-5**. Include business history when applicable, as well as descriptions and examples of current/ongoing services similar to those outlined. Each section of business information identified below has a specific Attachment for Offeror's to fill out and submit with Proposal. A Word version of each Attachment is provided. The Attachments shall be submitted in the following order:

- Attachment-1 Mandatory Information **(M)**
- Attachment-2 Additional Qualifications **(ME)**
- Attachment-3 Experience **(ME)**
- Attachment-4 Professional References **(ME)**
- Attachment-5 Project Timelines **(ME)**

### **4.5 (ME) Cost Proposal – Attachment 6**

The Cost Proposal must be **separately sealed**, identified as "**Cost Proposal – IDL RFP 21-302 FOREST LEGACY CONSERVATION EASEMENT APPRAISER.**" The Cost Proposal Packet shall include one (1) printed, original copy of the Cost Proposal.

## 5.0 METHOD OF EVALUATION AND AWARD

### 5.1 Evaluation

1) All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP (submitted by the deadline, with all deliverables, and in the correct format) as addressed in **Sections noted with an (M), or (ME)**. Any Proposal not including the Mandatory Submission Requirements shall be found non-responsive.

2) Responsive Proposals will then move to the next step in evaluation. IDL will use an evaluation committee to score each proposal using criteria established in this section of the RFP. The evaluation committee will analyze the written responses to the RFP and assign points based upon the quality of the Offeror's responses. Technical evaluations will be conducted before the Cost Proposal is opened, evaluated and weighted by IDL Procurement.

3) The criteria listed below shows the required components and those that will be scored: answers to Attachments 2 through 5, (Mandatory Information, Additional Qualifications, Experience, Professional References, and Project Timelines sections). After Attachments 2-5 are evaluated and scored, Attachment 6, the Cost Proposal will be opened and evaluated separately. The total points awarded for each component will be added together and weighted to create the final scores and associated vendor ratings. The evaluation criteria, including the maximum points that may be awarded, are as follows:

Evaluation Criteria	Attachment	Points
Mandatory Information – <b>Not Scored</b>	1	N/A
Additional Qualifications	2	200
Experience	3	300
Professional References	4	100
Project Timelines	5	100
Cost	6	300
Maximum Total Possible Points		1000

4) A group of IDL Evaluators will review and score each proposal independently based on the criteria above. Evaluator scores for each technical proposal will then be weighted then aggregated to establish a final tabulated score for each offeror. Awards will be based on highest overall average score.

### 5.2 Cost Proposal Evaluation

Upon completion of the Technical Evaluation and scoring, the Cost Proposal will be opened by the IDL procurement lead for evaluation and scoring. The IDL procurement lead will weight cost proposals and add those weighted scores to each respective offeror's technical score to establish total scores by offeror. Award(s) will be based on highest overall total score.

The Cost Proposal will be scored based on a ratio of the lowest Cost Proposal to the price of each higher priced Cost Proposal. Under this formula, the lowest Cost Proposal receives all of the points (300) assigned to the cost criterion and competing Cost Proposals will be assigned a weighted

Cost Proposal score. The formula is: Weighted Cost Score = (price of lowest Cost Proposal / price of each higher priced Cost Proposal) X (points assigned to cost)

Example: Lowest Cost Proposal of Proposal 'C' is \$250,000 and is therefore awarded all 300 points. Proposal 'D' is \$312,500. Proposal 'D' receives  $(\$250,000 / \$312,500) \times (300) = 240$  points.

### **5.3 Best and Final Offers**

IDL may, at its sole option, either accept an offeror's initial proposal, by award of contract, or enter into discussions with offeror's whose proposals are deemed to be reasonably susceptible of being considered for award. After discussions are concluded, an offeror may be allowed to submit a "Best and Final Offer" for consideration.

### **5.4 Negotiations**

IDL may, if in its best interest, elect to enter into negotiations in accordance with IDL Procurement Policy 13.

### **5.5 Award**

The IDL procurement lead will add each offeror's cost score to their respective technical score to establish a total proposal score. Award of contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total points. Please see specific guidance included above regarding contract award.

# IDL RFP 21-302

## ATTACHMENT 1

### MANDATORY INFORMATION

**THIS ATTACHMENT IS ALSO PROVIDED AS A FILLABLE WORD DOCUMENT.**

Offeror is required to provide all information required below to meet mandatory qualifications. Offers that do not provide the required information/documentation may be considered non-responsive. **This information is mandatory but will not be evaluated.**

1. Provide your business or corporate tax identification number. \_\_\_\_\_
2. Provide your DUNS number. \_\_\_\_\_  
<https://www.dnb.com/> \_\_\_\_\_
3. Do you agree to comply with all state and federal employment and wage laws? (yes or no) \_\_\_\_\_
4. Do you acknowledge receipt and acceptance of any addendums to the RFP? (yes or no) \_\_\_\_\_
5. Identify the name and title of the authorized representative signing and submitting this proposal. \_\_\_\_\_
6. Attach a copy of the appraiser's General Certified Appraiser license with the State of Idaho.
7. Provide completion information for the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) course, the Conservation Easement Valuation course, and indicate the organization that provided the education.

8. Provide below names and information for additional professionals that will assist the appraiser in this assignment. Include the duties they will perform and their qualifications.  
  
If the no additional professionals will be involved, please indicate below that the Contractor themselves will conduct 100% of the work associated with the project.

**IDL RFP 21-302**

**ATTACHMENT 2**

**ADDITIONAL QUALIFICATIONS**

**THIS ATTACHMENT IS ALSO PROVIDED AS A FILLABLE WORD DOCUMENT.**

**This information is mandatory and will be evaluated.**

1. Please provide proof of designation with any nationally recognized appraisal association (e.g., ARA, RPRA, MAI). Attach copies of documents as appropriate.

2. Provide a list of additional applicable education.

**IDL RFP 21-302**  
**ATTACHMENT 3**  
**EXPERIENCE**

**THIS ATTACHMENT IS ALSO PROVIDED AS A FILLABLE WORD DOCUMENT.**

**This information is mandatory and will be evaluated.**

1. State number of years of experience appraising rurally located Idaho properties.
  
2. Provide a summary of five (5) most recent conservation easement appraisals completed in Idaho, Washington, Oregon or Montana. Include the effective date of the appraisal, location, size, zoning, client, highest and best use, and state whether it was required to be compliant with UASFLA.

3. Provide a list of state and federal agencies you have worked with.

4. Describe your experience appraising conservation easements, limited property rights, and your familiarity with this geographical area (Boundary County/northern Idaho).

**IDL RFP 21-302**

**ATTACHMENT 4**

**PROFESSIONAL REFERENCES**

**THIS ATTACHMENT IS ALSO PROVIDED AS A FILLABLE WORD DOCUMENT.**

Provide name, organization, phone number, and email address for three (3) former clients that we may contact. **This information is mandatory and will be evaluated.**

--



**IDL RFP 21-302**  
**ATTACHMENT 5**  
**PROJECT TIMELINES**

**THIS ATTACHMENT IS ALSO PROVIDED AS A FILLABLE WORD DOCUMENT.**

Provide expected completion date for each conservation easement appraisal. From the date of the Appraisal Pre-Work Meeting, how many days will it take to complete the appraisal report for each project listed below. **This information is mandatory and will be evaluated.**

North Fleming Creek Property:

Pywell Road Property:

Gilje Property:

Hartland Property:

**ATTACHMENT 6**

<b>COST PROPOSAL</b> <b>CONTRACT NO. 21-302</b> <b>FOREST LEGACY CONSERVATION EASEMENT APPRAISER</b>			
PROJECT NAME AND NUMBER	ACRES	TOTAL	TOTAL AMOUNT
<b>North Fleming Creek Property</b>	70	Acres	\$ -
<b>Pywell Road Property</b>	90	Acres	\$ -
<b>Gilje Property</b>	40	Acres	\$ -
<b>Hartland Property</b>	154	Acres	\$ -
<b>TOTAL</b>			\$ -

Additional appraisals required under this contract but not scheduled will be added through mutually signed contract modifications. An approved and signed contract modification will be required prior to the starting of any additional work.

Company Name  Contractor's Email

Mailing Address  Contractor's Phone

Contractor's Signature

Signed by

Please Print Name

Title

**EXHIBIT A**

**STATE OF IDAHO  
DEPARTMENT OF LANDS**



**FOREST LEGACY CONSERVATION EASEMENT APPRAISER**

**AGREEMENT NO. 21-302**

**CONTRACTOR**

STATE OF IDAHO  
DEPARTMENT OF LANDS  
PROFESSIONAL SERVICES AGREEMENT NO. 21-302

THIS AGREEMENT is by and between the STATE OF IDAHO, acting through the DEPARTMENT OF LANDS on behalf of the Idaho State Board of Land Commissioners, hereafter referred to as the "STATE," and COMPANY NAME., hereafter referred to as the "CONTRACTOR."

1. DEFINITIONS

- a. Agreement: This duly executed written agreement between the State and the Contractor resulting from a solicitation, which shall include these Terms and Conditions, the Scope of Work, the Cost Proposal, and all attachments thereto.
- b. Contracting Officer: The State employee with the authority to enter into, administer, modify, and/or terminate this Agreement, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the Contractor.
- c. Contracting Officer Representative: The designated State representative, also referred to as "COR" or "Representative", who will provide daily technical oversight to the Contractor and ensure the Contractor performs according to the Scope of Work. The COR cannot modify the stated terms of the Agreement unilaterally or direct the Contractor to perform work not specified in the Agreement. Only the Contracting Officer and the Contractor may do so bilaterally.
- d. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- e. IDL: The Idaho Department of Lands.
- f. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- g. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- h. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- i. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the State acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the State in its regulatory and assistance duties, and in managing Idaho's public trust lands.

2. CONTRACTOR RESPONSIBILITY

The Contractor hereby assumes responsibility for production and delivery of all material and services included in this Agreement, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

3. REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS

- a. Contractor must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this Agreement.
- b. Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.

#### 4. SUBCONTRACTING

Unless otherwise allowed by the State in this Agreement, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its sub-subcontractor.

#### 5. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this Agreement without the prior written consent of the State.

#### 6. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Agreements involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

#### 7. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS

Contractor warrants this Agreement is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Agreement price, per violation, and/or termination of its Agreement.

#### 8. INSURANCE REQUIREMENTS

- a. Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorse to provide, all required coverage. Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. Contractor shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to the State.
- b. All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall be endorsed to name the State of Idaho, the State Board of Land Commissioners, and the Idaho Department of Lands as Additional Insured.
- c. All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State.
- d. If any of the liability insurance required for this Agreement is arranged on a "claims-made" basis, then "tail coverage" will be required at the completion or termination of this Agreement for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this Agreement, or twenty-four months "prior acts" coverage is provided. Contractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.
- e. By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State.
- f. Contractor shall maintain insurance in amounts not less than the following;

(1) Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence, \$2,000,000 annual aggregate. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

(2) Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

(3) Worker's Compensation Insurance

The Contractor shall maintain worker's compensation insurance in amounts as required by statute in all states in which the Contractor performs work, and employer's liability insurance with a limit of \$100,000 Bodily Injury by Accident each Accident; \$100,000 Bodily Injury by Disease – each employee; and \$500,000 Bodily Injury by Disease – Policy Limit.

(4) Professional Liability/Errors and Omissions Coverage

The Contractor shall maintain professional liability insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000.

- g. The Contractor shall require all subcontractors utilized in performance of this Agreement to provide certificates of insurance to the State evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

## 9. TAXES

The State is generally exempt from payment of Idaho State Sales and Use Tax for property purchased for its use under the authority of Idaho Code, Section 63-3622 as a government instrumentality. In addition, the State is generally exempt from payment of Federal Excise Tax under a permanent authority from the district Director of the Internal Revenue Service. Exemption certificates will be furnished upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If the Contractor is performing public works construction (installation of fixtures, etc.), it shall be responsible for payment of all sales and use taxes as required.

## 10. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this Agreement unless specifically stated otherwise herein.

## 11. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

## 12. INDEMNIFICATION

- a. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Agreement or Contractor's failure to comply with any state or federal statute, law, regulation, or rule.
- b. Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under this Agreement. However, if it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State shall not be entitled to indemnification from Contractor with respect to such suit or claim, and the State, in its discretion, may reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 12.c.
- c. Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

## 13. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this Agreement.

#### 14. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Agreement.

#### 15. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the State, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive solicitations. (Idaho Code Section 67-9230(2)).

#### 16. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. Contractor guarantees that all items provided by Contractor in performance of this Agreement meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

#### 17. USE OF THE IDAHO DEPARTMENT OF LANDS NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this Agreement, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

#### 18. CONTRACT TERMINATION

##### a. TERMINATION FOR CAUSE WITH NOTICE:

1. The occurrence of any of the following events shall be an Event of Default under this Agreement:
  - a. A material breach of any term or condition of this Agreement; or
  - b. Any representation or warranty by Contractor in response to the Solicitation or in this Agreement proves to be untrue or materially misleading; or
  - c. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - d. Any default specified in another section of this Agreement.
2. The State may terminate this Agreement (or any order issued pursuant to this Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's placement of a new Agreement and any damages incurred by the State, as a result of the default. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem



necessary including, without limitation, offset of damages against payment due.

3. Upon written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to exercise any or all of the following remedies:
  - a. Exercise any remedy provided by law or equity;
  - b. Terminate this Agreement and any related Agreements or portions thereof;
  - c. Impose liquidated damages as provided in this Agreement;
  - d. Suspend Contractor from receiving future solicitations;
  - e. Suspend Contractor's performance;
  - f. Withhold payment until the default is remedied.

b. TERMINATION FOR CAUSE WITHOUT NOTICE

The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part for an Event of Default if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Agreement.

c. TERMINATION FOR CONVENIENCE

1. The State may terminate this Contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.
2. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
  - a. Stop work.
  - b. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Agreement.
  - c. Terminate all subcontracts to the extent they relate to the work terminated.
  - d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
3. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Agreement had been fully performed:
  - a. The Agreement price for Deliverables or services accepted by the State and not previously paid for; and
  - b. The total of:
    - i. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses

allocable thereto, but excluding any cost attributable to deliverables or services paid or to be paid;

- ii. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Agreement; and
  - iii. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
4. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

d. **TERMINATION FOR FISCAL NECESSITY**

The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. the State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

**19. CONTRACT ADMINISTRATION**

- a. The Contracting Officer Representative will administer the Agreement as required in all specifications.
- b. The Contracting Officer Representative has the following authority in addition to that delegated to him in other portions of this Agreement.
  - (1) Decide questions of fact arising in regard to the quality and acceptability of materials furnished and all work performed.
  - (2) Make recommendations for payment.

**20. FORCE MAJEURE**

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible. Matters of contractor's or subcontractor's finances shall not be a

Force Majeure.

21. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce this Agreement shall be brought in Ada County, Boise, Idaho.

22. MODIFICATION

This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

23. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

24. PUBLIC RECORDS

Pursuant to Idaho Code Section 74-101 through 74-126, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

25. CONFIDENTIAL INFORMATION:

Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary, confidential or exempt from disclosure ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose any Confidential Information to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction, and then only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors separately agree in writing to the obligations contained in this section or sign a separate confidentiality agreement. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

- a. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of confidentiality to the State;

- b. Becomes generally available to the public other than as a result of disclosure by Contractor; or
- c. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of confidentiality to the State.

#### 26. NON-WAIVER

The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

#### 27. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Agreement or any act by the State, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the State. This section applies to a claim brought against the State only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### 28. ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

#### 29. EXAMINATION AND AUDIT

Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

#### 30. ADEQUATE ASSURANCE OF FUTURE PERFORMANCE

If the State has reasonable grounds to question Contractor's ability to perform the Agreement, the State may demand adequate assurance from Contractor. Contractor shall respond within 30 calendar days of such demand.

### 31. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the State with a notarized affidavit (See Exhibit A) stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this Agreement were paid.
- d. Any further claims against the State of Idaho under this Agreement are relinquished, pending payment for services rendered.

### 32. TIME IS OF THE ESSENCE

Time shall be of the essence in connection with Contractor's performance of its obligations under this Contract.

### 33. PAYMENT

Payment will be made in accordance with Idaho Code 67-2302 with the method described in the Scope of Work and after receipt of the Contractor's itemized invoice for satisfactorily completed work. Total payments under this Agreement shall not exceed \$XXXX.

It is understood that full payment for all services provided under the Agreement is fully burdened to include, but is not limited to, all Contractor's costs of labor, materials, equipment, deliverables and expenses including advertising, postage, copy costs, and all other costs normally associated with the cost of doing business unless otherwise provided elsewhere in this Agreement.

### 34. AGREEMENT TERM

This Agreement will become effective once signed by all parties. The Contractor and Contracting Officer Representative will discuss the Agreement terms, work performance requirements, and tentative work schedule. This Agreement shall terminate one year from its effective date with the option to renew for four (4) additional one (1) year periods, under the same terms and conditions, unless terminated earlier by the State under any of the provisions of paragraph 18 of this Agreement. All requirements of the Agreement must be satisfactorily completed by the Agreement termination date.

35. SIGNATURE PAGE

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

COMPANY NAME

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Taxpayer ID Number

DRAFT



organization's approach to fulfilling the requirements of this project, demonstrating an understanding of the Scope of Work and services to be performed  
United States Department of Agriculture AD-1048

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

***(Read Instructions On Page Two Before Completing Certification)***

- A. 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;
- B. 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.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (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 or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form 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 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 form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," 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 is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 System for Award Management (SAM) database.
- (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 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.



**EXHIBIT C**  
**RFP 21-302**  
**FOREST LEGACY CONSERVATION EASEMENT APPRAISER**  
**OFFEROR QUESTIONS**

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the solicitation section number that the question is for in the "Solicitation Section" field (column 2). If the question is a general question not related to a specific section, enter "General" in column 2. If the question is in regards to an IDL Contract Term or Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier in column 2, and the attachment page number in column 3.
3. Do not enter text in the "Response" field (column 5). This is for the IDL's responses only.
4. Once completed, this form is to be e-mailed per the instructions in the solicitation. The e-mail subject line is to state the solicitation number followed by "Questions."

21-302 FOREST LEGACY CONSERVATION EASEMENT APPRAISER-Questions due before 2:00 PM PT on March 2, 2021 Offeror Questions

	Solicitation Section	Page #	Question	Response
1				
2				
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EXHIBIT D

ATTACHMENT 4  
AFFIDAVIT OF COMPLIANCE  
TO BE SUBMITTED WITH FINAL INVOICE

STATE OF )  
 ) ss.  
COUNTY OF )

TO: IDAHO DEPARTMENT OF LANDS

In conjunction with contract number 21-302, project number (\_\_\_\_\_)

I, (\_\_\_\_\_), of (\_\_\_\_\_), do state that I:

- a) paid minimum wage;
- b) complied, to the best of my knowledge, with all labor laws;
- c) paid all debts incurred as a result of this contract; and
- d) relinquish any further claims against the State of Idaho under this contract, pending final payment for contract services rendered.

\_\_\_\_\_  
Affiant

Subscribed and sworn to me before this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

Residing at \_\_\_\_\_

My commission expires on \_\_\_\_\_