

To: Prospective Appraisal Service Providers

Re: Request for Sealed Proposals for Consultant Services  
Proposal Submission Deadline: July 30, 2025 12:00pm CST (Noon)

### **Introduction:**

The Alabama Department of Conservation and Natural Resources, State Lands Division (State Lands), administers land transactions such as acquisitions on behalf of the Forever Wild Land Trust program and various Deepwater Horizon Oil Spill funding sources, as well as sales/leases pursuant to the Land Sales and Leasing Act of property owned by various state agencies. These transactions must be based upon fair market value as determined by a State of Alabama licensed, MAI qualified appraiser holding a current professional license and registered in the State of Alabama (Qualified Appraiser). This **Request for Proposals** (RFP) seeks to determine your company's interest and qualifications in providing appraisal services to State Lands.

### **Scope of Work:**

State Lands is seeking appraisal services conducted by qualified professionals. Opportunities to perform appraisal services for a specific assignment will be offered by State Lands pursuant to requests for quotes issued via e-mail. Such requests for quotes will contain information regarding the services needed, the property interest to be appraised and the length of time allowed for completion of the specific assignment. Each Consultant will be required to certify one or more Qualified Appraiser(s) as being authorized on behalf of the Consultant to respond and present quotes to State Lands via email.

Please note that all contracting entities must register as a supplier in the Alabama Buys financial and procurement system to receive payments from the State of Alabama. Accordingly, even if a contract is executed, no Consultant will receive requests for quotes to perform services until successful Alabama Buys registration by the Consultant can be verified by State Lands. Please visit the Alabama Buys Vendor Information website at <https://alabamabuys.gov> or contact Alabama Buys support at 334-353-0700 or by email at [alabamabuys@purchasing.alabama.gov](mailto:alabamabuys@purchasing.alabama.gov) for further information and/or questions related to registration.

The required *Consultant Information Form* (CIF), as well as samples of all documentation that will be required in order to execute a contract, will be posted at <https://procurement.staars.alabama.gov/PRDVSS1X1/AltSelfService>. However, as noted below, the *Consultant Information Form* is the only document to be completed as a proposal for purposes of responding to this RFP.

**Evaluation Criteria:**

The evaluation criteria consists a professional(s) who: (1) has earned the MAI (Member, Appraisal Institute) designation from the Appraisal Institute; (2) is duly professionally licensed in the State of Alabama, and (3) has registered with the Alabama Secretary of State. Proposers must submit a completed CIF which will contain the referenced information for the evaluation process.

**Proposal Requirement:**

A completed CIF form is the only document to be completed as a proposal requirement for purposes of responding to this RFP.

**Contract Information:**

It is anticipated that State Lands will award multiple contracts pursuant to this RFP. It is anticipated that any initial contract entered as a result of this RFP will be for a term of two (2) years. The contract may be renewed or extended at the sole discretion of State Lands and upon written agreement of the Parties. A contract will be executed in the name of the company/business entity (Consultant). Such Consultant must be registered with the Alabama Secretary of State to do business in the State of Alabama and be in good standing. Contracts will be general agreements establishing the opportunity to be awarded specific appraisal assignments on an as-needed basis by State Lands.

**Submission Information:**

If you are interested in providing appraisal services for State Lands, you must complete and return the CIF no later than July 30, 2025 12:00pm CST (Noon) through the following:

**BY E-MAIL:**            [galen.grider@dcnr.alabama.gov](mailto:galen.grider@dcnr.alabama.gov)

Subject Line:            SEALED PROPOSAL FOR CONSULTANT SERVICES

Questions or inquiries regarding the RFP will be considered only when submitted as directed by the provisions of this RFP. All communications must be via e-mail to the RFP Coordinator at [galen.grider@dcnr.alabama.gov](mailto:galen.grider@dcnr.alabama.gov). Any oral communications will be considered unofficial and non-binding to the DCNR.

The RFP Coordinator is:  
Galen Grider  
[galen.grider@dcnr.alabama.gov](mailto:galen.grider@dcnr.alabama.gov)

Deadline for Submitting Written Questions is by 12:00 PM (NOON) Central Time, July 23, 2025. This RFP and all notices, amendments, and public communication regarding this RFP will be posted on the following website: <https://www.outdooralabama.com/public-lands/public-notices> and the STAARS Website at <https://vendors.alabama.gov/>.

Your return of a CIF will constitute the submittal of a proposal to provide appraisal services in accordance with this RFP. A CIF may be returned by email only. *It is the sole responsibility of the Consultant to ensure actual receipt of the CIF by State Lands prior to the deadline.* State Lands reserves the right to reject any or all CIFs.

The State Lands Division will review all responses to this RFP received by the deadline to confirm that submissions are responsive based on the required qualifications of Consultants, which must be MAI qualified appraisers holding a current professional license and registered in the State of Alabama.

After receipt of a completed CIF prior to the submission deadline, State Lands will review the responses and the Division of Procurement will issue an Intent to Award. State Lands will subsequently prepare an Appraiser Contract and forward that document along with other required forms to the Consultant to be returned in such manner as State Lands may require. All contracts prepared under this RFP are subject to approval by the Contract Review Legislative Oversight Committee.

**General Terms and Conditions of the RFP (please refer to the standard contract document for additional terms):**

1. **Disclaimer.** Issuance of this RFP does not constitute a commitment by State Lands to select any proposal submitted in response to the RFP, or to award a contract to any Consultant who responds to this RFP. This process is only for the benefit of State Lands to provide State Lands with information to assist it in the process of selecting Consultants. All decisions on compliance, evaluation, terms, and conditions related to the RFP will be made at the discretion of State Lands pursuant to applicable statutes. State Lands reserves the right to CANCEL the RFP; REVISE the RFP; to MODIFY THE SCOPE OF SERVICES; to AWARD TO MULTIPLE PROPOSERS; TO AWARD BY ITEM or GROUPS OF ITEMS; and/or TO DIVIDE THE AWARD.
2. **No Guarantee of Contract.** Selection of a proposal shall not be binding upon State Lands. State Lands may, at its sole discretion, decide whether it will enter into a contract with the Consultant if it is in the best interests of the Alabama Department of Conservation and Natural Resources (ADCNR) to do so.
3. **Consultant's Responsibility.** Consultant(s) will remain fully responsible for the negligent acts and omissions of its/their agents, employees, and/or subcontractors as applicable in their performance of duties under the awarded contract(s). Consultant(s) represents that it will utilize the services of individuals licensed and skilled in the profession for which they will be used in performing services hereunder. In the event that State Lands determines that any individual performing services is not providing such skilled services, State Lands will promptly notify Consultant and Consultant agrees to promptly replace that individual.

4. **Americans with Disabilities Act.** State Lands does not discriminate on the basis of any individual's disability status. Anyone requiring reasonable accommodations for submission deadline related to this RFP should contact Galen Grider [galen.grider@dcnr.alabama.gov](mailto:galen.grider@dcnr.alabama.gov) at least twenty-four (24) hours in advance of the submission deadline to request accommodations.
5. **Standard Contract.** Consultant must agree to use State Land's standard contract document. Any contract executed pursuant to the RFP is subject to review and approval by ADCNR's legal counsel, and may be further reviewed by the Chief Procurement Officer, Alabama Legislative Contract Review Committee, Examiners of Public Accounts, and the Office of the Governor.
6. **Availability of Funds.** It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds under the program for which this agreement is awarded. In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
7. **Not a Debt of the State.** Under no circumstances shall any commitments by ADCNR constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.
8. **Non-Appropriation and Proration.** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

9. **Alternative Dispute Resolution.** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators

selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

10. **Assignment**. Consultant shall not assign, transfer, or subcontract any portion of the contract without the written consent of ADCNR.
11. **Merit System**. Neither the Consultant nor its employees are to be considered merit system employees and are not entitled to any benefits of the State Merit System.
12. **Nondiscrimination**. Consultant agrees to comply with all state and federal laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, national origin, pregnancy, veteran status, genetic information, or disability.
13. **Records Retention**. Consultant shall maintain financial records, supporting documents, statistical records, and all other records pertinent to ADCNR for a period of three years from the date of the final payment by ADCNR under the contract. However, if audit, litigation, or other legal action by or on behalf of the state or Federal Government has begun but is not completed at the end of the three-year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three-year period, the record shall be retained until resolution.
14. **Inspection of Records**. Consultant agrees that representatives of ADCNR and their authorized representatives shall have the right during business hours to inspect and copy Consultant's books and records pertaining to contract performance and costs thereof. Consultant shall cooperate fully with requests from ADCNR and shall furnish free of charge copies of all requested records.
15. **RFP Incorporated into Contract**. This RFP and Consultant's response thereto shall be incorporated into a contract by the execution of a formal agreement.
16. **Compliance with State and Federal Regulations**. Consultant shall perform all services under the contract in accordance with applicable federal and state statutes and regulations.
17. **Conflict of Interest**. Consultant represents and warrants that Consultant is not aware of any actual or potential conflict of interest in providing the services to State Lands under any resulting contract.
18. **Amendments**. No alteration or variation of the terms of the contract shall be valid unless made in writing and duly signed by the parties thereto. The contract may be amended by written agreement duly executed by the parties.
19. **Open Trade**. During the contract term, including any renewals or extensions, Consultant will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom the State of Alabama can enjoy open trade, as defined in Act 2016-312.
20. **No Boycott**. In compliance with Act 2016-312, the Consultant hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, Consultant provides written verification that Consultant, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

21. **Immigration**. Pursuant to Ala. Code 31-13-9(k), the parties affirm, for the duration of an Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- a. Consultant shall also be required to attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

22. **Renewals/Extensions**. The contract may be renewed or extended at ADCNR’s sole discretion and upon written agreement of the Parties.

23. **Governing Law; Sovereign Immunity; Venue**. This RFP and any resulting contract related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State’s right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

24. **Reservations and Miscellaneous**. By submitting responses to this RFP or acceptance of a contract, Consultant agrees to acceptance of the following standard terms and conditions and any other provisions that are specific to this solicitation or contract:

**A. Authority**. This process is only for the benefit of ADCNR and is to provide ADCNR with competitive information to assist it in the process of selecting a Consultant. All decisions on compliance, evaluation, terms, and conditions related to the RFP will be made solely at the discretion of ADCNR. ADCNR reserves the right to make multiple awards, partial awards, or no award, at its sole discretion and in the best interests of the State of Alabama.

**B. Alterations**. State Lands reserves the right to alter any deadlines or revise any part of this RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted.

**C. STAARS’ website**. It is the responsibility of the interested Consultant to check the website for addenda.

**D. Waiver of Informalities**. State Lands reserves the sole and exclusive right to reject or accept any and all proposals and to waive any informality in any proposal. The best interests of ADCNR shall be considered as the key factor selecting or not selecting a Consultant.

**E. Rejection/ Cancellation.** Issuance of this RFP in no way constitutes a commitment by State Lands to award a contract. State Lands reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this RFP if it is determined to be in ADCNR's best interest. State Lands also reserves the right to withdraw this RFP at any time or to terminate the contract resulting from this RFP upon a (30) thirty-day notice without penalty. State Lands and ADCNR reserves all rights available to it, contractually and at law.

**F. Errors and Omissions in Proposal.** ADCNR reserves the right to make corrections or amendments due to errors identified in proposals by State Lands or by Consultant, and at its discretion, ADCNR reserves the right to request clarification or additional information.

**G. Protest.** Qualified Proposers aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer. See generally State of Alabama Department of Finance Administrative Code Regulations at [administrative-code-355-4-1-01-thru-06.pdf \(alabama.gov\)](#).

**H. Compliance with Laws.** Consultant acknowledges and agrees to comply with all applicable State of Alabama regulations, ordinances, and laws, Federal regulations and laws, and ADCNR policies, guidelines, and standards.

If you have any questions, please contact Galen Grider at [galen.grider@dcnr.alabama.gov](mailto:galen.grider@dcnr.alabama.gov).