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# PITTSYLVANIA

COUNTY, VIRGINIA

**PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS**

**REQUEST FOR PROPOSAL  
2019-12-27  
COUNTY REASSESSMENT AND NEW CONSTRUCTION  
APPRAISAL SERVICES**

**ISSUED DATE:**

**December 28, 2019**

**CONTACTS: CONNIE GIBSON, PURCHASING MANAGER  
Connie.gibson@pittgov.org  
(434) 432-7744**

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**  
**County Reassessment and New Construction**  
**Appraisal Services**

**GENERAL INSTRUCTIONS**

**Invitation**

The Pittsylvania County Purchasing Department, on behalf of the Pittsylvania County Board of Supervisors, hereby issues to qualified firms, licensed in the State of Virginia, a Request for Proposal (hereinafter referred to as "RFP"), for County Reassessment and New Construction Appraisal.

**Deadline**

Four (4) copies of a sealed proposal and one (1) electronic version shall be submitted no later than 2:00 p.m., Friday, January 31, 2020 to the following:

Connie Gibson, Purchasing Manager  
Pittsylvania County Purchasing Department  
1 Center Street, P.O. Box 426  
Chatham, VA 24531

All Proposals must be in a sealed envelope and clearly marked in the lower left corner: **"Sealed Proposal - RFP #2019-12-27- County Reassessment and New Construction Appraisal Services."**

Proposals not so marked or sealed shall be returned to the offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and include the title of the individual signing on behalf of the offeror. All expenses for making Proposals to Pittsylvania County shall be borne by the offeror. **All Proposals shall be received by 2:00 P.M., Friday, January 31, 2020.** The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

**QUESTIONS:**

1. All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than 2:00 p.m., January 13, 2020. Questions may be emailed to: [Connie.gibson@pittgov.org](mailto:Connie.gibson@pittgov.org).
2. All responses to questions will be posted on Pittsylvania County website: [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov) by January 14, 4:00pm. The offeror has the sole responsibility to go to the website and receive the responses or by contacting Connie Gibson requesting them by email. The responses will be an addendum to the RFP. All such responses by the County shall become part of the RFP.
3. Oral instructions do not become part of the proposal documents.

This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Pittsylvania County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Pittsylvania County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Full, Legal Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____	Name: _____
_____	Title: _____
FEI/FIN NO.: _____	Telephone Number: ( ) _____
E-mail address: _____	Fax Number: ( ) _____

**CERTIFICATION PAGE**  
**RETURN THIS PAGE WITH PROPOSAL SUBMISSION**

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## **1.0 PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations with one qualified firm to appraise all real property at its fair market value in money as of January 1, **2022**, as stated in 58.1-3201, Code of Virginia, 1950, as amended and to appraise new construction (additions and improvements), land splits, and new subdivisions in the County.

All services shall be provided in accordance with the specifications contained herein and attached hereto. The County currently averages approximately **1,000** field appraisals per year. The information is compiled, entered into the system, and printed on the land books. The land books are usually printed during the month of April, each year.

**1.1** This solicitation is issued by the Pittsylvania County Purchasing Department, on behalf of the Pittsylvania County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, herein referred to as "Owner" and/or "County". The issuing office is the sole point of contact for the contractual provisions of this RFP and resulting proposals.

**1.2** For ease of reference, each organization submitting a response to the RFP will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Contractor".

**1.3** The following acronyms are used in this document:

The Pittsylvania County Board of Supervisors may be referred to as "BOS".

The Pittsylvania County Board of Assessors may be referred to as "BOA".

The Pittsylvania County Reassessment Liaison/Project Manager in combination with Pittsylvania County Administration may be referred to as "the County".

The Pittsylvania County Geographic Information Systems Department shall herein be referred to as "GIS".

The Pittsylvania County Information Technology Department herein shall be referred to as "IT".

Pittsylvania County's computer-assisted mass appraisal, shall herein be referred to as the "CAMA application".

**1.4** The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions), and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Offeror will be required to sign a contract with the Owner.

## **2.0 BACKGROUND**

**2.1** Pittsylvania County is located in Southside Virginia, and encompasses a land area of approximately 980 square miles. Pittsylvania County is surrounded by several other local jurisdictions including the Counties of Franklin, Henry, Campbell, and Halifax, and the City of

Danville.

**2.2** The work performed shall include a field visit and inspection of all parcels and mobile homes. It is estimated that as of January 1, **2020**, the County will have approximately **50,100** parcels and **5,875** mobile homes. The following chart shows the projected parcel increase by class code from January, 1, **2018**:

<b>Parcel By Class</b>	<b>2018</b>	<b>2019</b>	<b>2020</b> (Estimated)	<b>2021</b> (Estimated)	<b>2022</b> (Estimated)
Commercial (4)	1,185	1,194	1,199	1,200	1,205
Residential (1-3)	40,540	40,621	40,700	40,710	40,725
Agricultural (5-6)	6,499	6,505	6,550	6,560	6,575
Tax Exempt (E70-79)	1,686	1,685	1,690	1,695	1,700
Total Parcels	49,910	50,005	50,139	50,165	50,205
Mobile Homes	5,807	5,768	5,875	5,900	5,925

### **3.0 STATEMENT OF NEEDS**

The intent of these specifications is to have all real property appraised at its fair market value in money as of January 1, **2022** as stated in 58.1-3201, of the Code of Virginia, 1950, as amended: “All general reassessments or annual assessments in those localities which have annual assessments of real estate, except as otherwise provided in Title 58.1-2604 of the Code of Virginia, shall be made at 100% of fair market value...” Fair market value is defined by the *International Association of Assessing Officers “IAAO”* as “the most probable price expressed in terms of money that a property would bring if exposed for sale in the open market in an arms-length transaction between a willing seller and a willing buyer, both of whom are knowledgeable concerning all the uses to which it is adapted and for which it is capable of being used.”

The reassessment shall be conducted in a manner consistent with all applicable laws, regulations, rules, standards and case law. Assessments shall be complete, uniform and at 100% fair market value. All taxable and nontaxable properties shall be visited and all elements of value appraised. In all cases, uniformity and equality are required under the laws of the Commonwealth of Virginia with respect to each class of property. All aspects of this general reassessment shall be conducted in accordance with the laws of the Commonwealth of Virginia.

All procedures shall be in accordance with all applicable Statutes of Virginia being Title 58.1 Chapter 32 Code of Virginia, 1950, as amended, relating to the assessment of property. The BOA will review all decisions as to procedure followed and forms used. Under this contract, the Contractor is responsible for advising the County as to the current market value of each item of property appraised.

To be appointed to perform the reassessment by the BOS, the Contractor shall be certified as qualified by the Virginia Department of Taxation. The Contractor’s duties include but are not limited to, the

following:

**3.1** The Contractor shall appraise all property entitled to classification under 58.1-3230, Code of Virginia, 1950 as amended, at its fair market value without easement in money.

**3.2** The Contractor shall work with the Commissioner of the Revenue to ensure that parcels which qualify for land use assessment or are under perpetual easement are assessed using a methodology that is not inconsistent with the need of Commissioner of the Revenue to apply easement values.

After the completion of the Reassessment, the County will apply the land use value schedule on those parcels which qualify for land use assessment under the appropriate statutes, and apply easement values on those parcels under perpetual easement in accordance with the appropriate statutes.

**3.3** The Contractor shall prepare and maintain an Assessors' Manual in which the final resultant schedule of values, standards and rules, when properly applied, will result in appraising all property in accordance with Title 58.1-3200 et seq. of the Code of Virginia. All schedules, standards, and rule shall conform to IAAO standards, and acceptance is contingent on BOA and County review and approval.

**3.4** The Contractor shall appraise manufactured homes in accordance with 58.1-3522 et seq. of the Code of Virginia, 1950, as amended.

**3.5** The Contractor shall provide a fixed cost per parcel basis for new construction assessments on an annual renewable contract subsequent to the 2022 reassessment until the BOS resolves to conduct another reassessment or a period of four (4) tax years, whichever comes first. New construction permits to be assessed every quarter. The selected individual or firm will appraise new construction (additions and improvements), land splits and new subdivisions in the County. The work will be coordinated with the Commissioner of Revenue's Office. The County will match the permits to the proper field card(s), together with a copy of the County map(s).

**3.6** The Contractor shall furnish assistance to the Board of Equalization, herein referred to as the BOE, with a qualified staff member of the Contractor present on an as-needed basis until appeals from BOE or to the courts, arising within the statutory period, have been heard and resolved.

**3.7 Mobile Home Assessments**

All single-wide mobile and double-wide homes which have been modified into more permanent structures by the addition of rooms and/or roofs and a permanent foundation shall be appraised as real property. The Contractor shall collect the data on field sheets and record the data in the County's CAMA application using the same methodologies as used for residential housing.

The following conditions should help in this real property test:

- Is it a single wide mobile home?

- Has been underpinned, crawl space enclosed, or with additions or improvements in excess of \$10,000 valuation?
- Other similar condition that may reflect the owner's intent to make permanent?

Non-permanent single and double-wide homes which have not been modified into more permanent structures are assessed as personal property, but as part of this contract are to be assessed by the Contractor.

Using the County provided mobile home assessment field sheet, the Contractor shall collect data and assess all non-permanent double wide and single wide mobile homes. The Contractor will also document the current use (i.e., housing, storage, dog kennel, etc.) of each mobile home.

Although these non-permanent structures are not real property, for tracking purposes, the Contractor will enter these structures into the CAMA application with zero value and the appropriate code indicating the mobile home usage.

Mobile/Manufactured Homes hook-ups (sites) must be appraised and so noted on field data sheets. All mobile home parks and camping parks must be noted and appraised at their fair market value inclusive of hook ups.

### **3.8 Time of Completion/Performance of Work**

It is specifically agreed, and so declared, that time is of the essence in the performance of this contract. The Contractor shall carry on the project of reassessment as set forth in this contract, and shall complete and deliver said work on or before the dates specified in this document. Any anticipated adjustments to specified dates shall be stated in the proposal, or the Contractor shall be expected to adhere to the timetable referenced below unless changes are approved by the County.

#### **3.8.1 Hearings**

The Contractor shall schedule, hold, and document informal hearings with a projected starting date of October 1, 2021 and ending in December 2021. A member of the BOA and an assessor shall be present at each hearing. Where possible, the assessor who worked in the area of the property being reviewed should be present.

#### **3.8.2 Timetable/Schedule**

The Contractor shall set forth a time table or schedule of work to be performed against which the County can measure contract progress. This timeline/schedule shall include the deliverables, work tasks, and associated dates applicable to each item. With the exclusion of those items where dates are specified, the timeline/schedule shall be mutually agreed upon by the Contractor and the County.

##### **3.8.2.1 Start of Work**

The Contractor shall be prepared to begin the work to be performed under the



contract after acceptance by the BOS, starting approximately April 1, 2020, although obtaining required personnel and other tasks may begin directly after award of the contract.

The Contractor may occupy the County-provided office space (reference Section 3.12.4) on or about July 1, 2020.

#### **3.8.2.2** Field Work

The Contractor shall provide a schedule of how data collection and field work across the County shall progress prior to beginning field work.

The Contractor shall complete all field work and review all assessments by September 17, 2021, in order to meet the reassessment notice mailing vendor's submission deadline of September 24, 2021.

#### **3.8.2.3** New Construction Assessments

The new construction assessments shall be delivered to the Commissioner of the Revenue on a monthly basis. New construction data entry shall be entered in accordance with the processes of the Office of the Commissioner of the Revenue. The Contractor shall conduct hearings.

#### **3.8.2.4** New Construction and Partially Completed Construction

The Contractor shall appraise buildings partially completed as their value based on the percentage of completion as of January 1, 2022.

All new construction completed between November 1, 2021 and December 31, 2021 and new construction partially completed as of January 1, 2022, shall be appraised at the finalized 2022 values and delivered to the Commissioner of the Revenue by the Contractor on or before January 10, 2022. This component of the project is not considered part of the final reassessment book value, but will be supplemental thereto and included as a part of the reassessment contract.

#### **3.8.2.5** Document Deliverables

The Contractor shall provide each document deliverable in electronic Microsoft Word format. The Contractor shall be responsible for the cost associated with the production of bound copies.

#### **3.8.2.6** Project Data

It is understood that the Contractor shall maintain an organized office with field data being kept in hanging folders and file cabinets. At the end of the Reassessment project, the contractor shall ensure that all project data is organized into files by PIN in readiness to be turned over to the "BOE"

Any paper locator maps shall be organized into a separate set of folders by PIN order at the end of the project.

Any income data shall be kept separate from all other data.

Project data includes, but is not limited to field notes, cards, and work sheets of all kinds and classes of properties valued in the assessments, identified as to property and owner, and the detailed data developed and used to determine the unit land values and which serve to substantiate these values.

#### **3.8.2.7** Status Reports

The Contractor shall at a minimum provide quarterly status reports to County Administration and at request present these reports to the BOS.

The Contractor shall at a minimum provide monthly status reports to the BOA and to the County to ensure that the general reassessment is progressing satisfactorily against the agreed upon timeline/schedule. The status reports shall include informal summary ratio results when appropriate and when requested by the County.

The format of both the BOS and the County status reports shall be mutually agreed upon by the County and the Contractor. Suggested formats may be put forth in the Offeror's proposal.

For those tasks not progressing on schedule, the Contractor shall provide within these reports adequate explanations and recommended corrective actions. Any corrective action taken shall be mutually agreed upon by the Contractor and the County.

### **3.9** Performance of Work

The Contractor's quality of work performed is of the utmost importance in this contract.

**3.9.1** The Contractor's performance of the reassessment project shall be deemed to be complete after all informal BOA hearings with taxpayers have been heard; after all appeals to the BOE have been completed; and after all deliverables are accepted by the County.

### **3.10** Site Visits

The Contractor shall deem the terms "visit" or "visited" as used in these specifications to mean the on-site review of existing property record cards or data in order to verify accuracy as well as touching and physical measuring of all new primary structures with an Engineer's tape, and talking with available occupants or owners while seeing the property with your eyes.

**3.10.1** The Contractor shall use County's standard paper or electronic field cards for data gathering.

**3.10.2** The Contractor shall measure and sketch new buildings and other major building improvements and record said data in the County's CAMA application.

**3.10.3** The Contractor shall capture general property data and improvement data. The

Contractor shall record said data in the County's CAMA application.

**3.10.4** The Contractor shall photograph ALL main structures with an updated photo and load them into the CAMA application or into an archival system of the County's choice.

**3.10.5** In those cases where the homeowner is not at home and the Contractor cannot obtain all necessary information, Contractor shall leave a door hanger to notify the homeowner of the visit and request the homeowner to furnish the information. The Contractor shall keep a log to track these hangers, follow-up, and resolution.

**3.10.6** In those cases where a property is locked or otherwise inaccessible, the Contractor shall use the current GIS aerial maps and other maps, such as Google Earth, to check for the existence of real estate structures and to estimate structure size. The Contractor shall also validate these estimates against any existing permits. The Contractor shall document in the CAMA application that size estimation and building type assignment were made using map discovery and provide a reason for using maps in lieu of a physical measurement.

**3.10.7** In those cases where a property is designated as vacant and is over ten (10) acres, the Contractor shall use the current GIS aerial maps and other maps, such as Google Earth, to check for the existence of previously undiscovered/non-permitted real estate structures. If the property is accessible, the Contractor shall visit and do an on-site review of the structure(s). If inaccessible, the Contractor shall use maps to estimate size and determine building type. The Contractor will document this use of map estimation in the CAMA application.

**3.10.8** The Contractor shall keep a log of all previously undiscovered/non-permitted structures by PIN and building number. The CAMA application may be used to maintain this information.

**3.10.9** BOA members or County personnel may periodically accompany assessors and/or data collectors during their site visits.

### **3.11** Real Property Assessments

The Contractor shall conduct cost, market and income research, and analyses in the development of the schedules and tables of values. All schedules and tables shall reflect market value. The Contractor shall include all schedule and tables used in the Assessors' Manual.

The Contractor shall make careful investigations of the fair market value of all improvements making a complete exterior and reasonable interior inspection.

The Contractor shall train any personnel designated by the County in the assessment techniques and procedures utilized by the Contractor to appraise all real property in the County.

#### **3.11.1** Urban and Rural Property

The Contractor shall analyze sales data and make careful investigations of the fair market value of all classes of land, giving due consideration to all factors enumerated in these specifications such as topography, soil type, road type, neighborhood trends, and “open space easements”.

**3.11.1.1** Small Acreage Tracts

The Contractor shall prepare a pricing schedule applicable to small acreage tracts, especially those of twenty-five (25) acres or less, which have potential other than farm usage, from local market data. Size of tracts may have a direct bearing on land value. This schedule must be flexible to allow all acreage tracts, regardless of size, to be appraised at market value.

**3.11.1.2** Mineral Rights

The Contractor shall make a careful investigation of assessable mineral rights and make the assessment pursuant to 8.1-3286 and 3287, Code of Virginia, and consultation with the Commissioner of the Revenue.

**3.11.1.3** Properties spanning Towns and County

The Contractor shall specify in the County’s CAMA application if all or part of any property is within the boundaries of any incorporated town as well as define and list the part within such town.

**3.11.2** Improvements

The Contractor shall make careful investigations of the fair market value of all improvements making a complete exterior and reasonable interior inspection.

The Contractor shall measure all improvements and record data in the County’s CAMA application.

The Contractor shall measure and sketch new buildings and other major building improvements and record said data in the CAMA application.

The Contractor shall capture general property data and improvement data and record data in the County’s CAMA application. Data shall include, but is not limited to, the applicable fields shown in Attachment A.

Basic cost data shall be applied to existing construction for the determination of accurate and consistent replacement costs, less any physical depreciation, functional or economic obsolescence.

For each property with multiple improvements, the Contractor shall create an 8 ½ x 11 structure locator map. Locator maps shall show the location of each structure relative to the main dwelling. Structures shall be labeled to identify the use, type of construction, and size. Paper locator maps shall be attached to the associated PRC.

**3.11.3** Suburban and Farm Dwellings

The Contractor shall visit and inspect suburban and farm dwellings and other farm buildings/structures in the same complete manner as other residential buildings.

#### **3.11.4 Farm (non-residential), Commercial and Industrial properties**

The Contractor shall visit and inspect Farm (non-residential), Commercial and Industrial properties in the same complete manner as residential properties.

Basic cost data shall be applied to existing construction for the determination of accurate and consistent replacement costs, less any physical depreciation, functional or economic obsolescence.

Income and expense data and market data shall be used where applicable and available to assist in assessing the properties. Income data shall be requested from the property owners.

Commercial properties which are not assessed using standard tables, such as for sound value or income approach, the Contractor shall create and maintain a file showing the methodology used to assess each of these properties. This information shall be delivered as part of the Assessor's Manual.

Locator Maps shall include the name of the building as known to the industry.

#### **3.11.5 Apartment Properties and Rental Properties**

The Contractor shall consider all apartments or two or more connected dwelling units designed or re-designed for rental occupancy and all groups of apartment buildings to be classified as apartment property.

All apartments shall be reviewed to determine if the housing is subsidized. Subsidized housing shall be assessed in accordance with Title 58.1-3295 of the Code of Virginia.

The Income Approach to value shall be considered and all assessments shall be complete with analysis of income and expense data, if obtainable.

Economic rental estimates shall be used where actual rents are not available.

#### **3.11.6 Industrial Complexes**

The Contractor shall visit and inspect each industrial complex and develop an Industrial Complex Report for all such properties. This report shall be attached as an addendum to the Assessors' Manual. The Industrial Complex report shall include

- Building-by-building component part description of construction and fixed equipment taxable real property, showing individual replacement value and depreciation for each.
- All yard improvements shall be listed individually and shall be priced and depreciated separately.

### **3.11.7 Common Open Space**

The Contractor shall appraise and apportion Common Open Space according to 58.1-3284.1 of the Code of Virginia, 1950, as amended.

### **3.11.8 Other Properties and Structures**

#### **3.11.8.1 Grain Bins, Silos, and Other Farm Buildings**

For the purpose of this reassessment, grain bins, silos, and other farm buildings are to be considered as real property and valued based on their contribution to the overall property value with consideration given to the functional use of single purpose structures that have little adaptability.

#### **3.11.8.2 Income Producing Structures**

For the purpose of this reassessment, incoming producing structures including but not limited to cell towers on commercial and non-commercial properties are to be considered as real property and valued based on their contribution to the overall property value.

#### **3.11.8.3 Miscellaneous Structures**

For the purpose of this reassessment, miscellaneous including but not limited to airstrips, golf courses, generators, are to be considered as real property and valued based on their contribution to the overall property value.

#### **3.11.8.4 Exempt Property**

It is specifically understood that property wholly or partially excluded from taxation will be appraised and valued by the Contractor, including all governmental units located within the County. This will be done in the same manner in which property that is nonexempt is appraised, including correct parcel identification number and special (class code) coding for retrieval by the County's CAMA application.

#### **3.11.8.5 Property for Public Service Companies**

The Contractor shall not appraise property of public service companies that is appraised by the Virginia State Corp. Commission and Department of Taxation. However, the Contractor shall appraise all real property of such companies situated in the County, which is not appraised by the aforementioned agencies.

### **3.11.9 Personal Property**

This contract does not provide for the assessment of commercial furniture and fixtures, industrial machinery and equipment, or other personal property by the Contractor with the exception of mobile home properties.

### **3.11.10 All Other Property**

The Contractor shall assess all other real property not covered under this section, but required by law to be appraised at fair market value using acceptable assessment standards including common open space, 58.1-3284.1, Code of Virginia, and Leasehold interests, 58.1-3203, Code of Virginia, 1950, as amended.

**3.11.11 Construction Costs**

The Contractor shall use Marshall and Swift or a similar construction cost index as a basis for determining initial construction costs. The Contractor shall make adjustments based on random testing against known local construction costs to verify the accuracy and to determine Fair Market Value before being applied. The Contractor shall obtain local construction costs through the County Building, Permits, and Inspections Department and local contractors, realtors, and appraisers. The Assessor's Manual shall include an appendix setting forth which construction cost index was used and why, and detailing the factors used in determining local adjustments. Factors included shall include material costs, prevailing wage scales, labor resources, overhead, profit A & E Fees and all other factors which impact upon the cost of building construction and its value within the County.

Unit construction costs shall be inclusive of the items mentioned above.

Separate unit costs for each different type of construction (residential, commercial, industrial, etc.) as well as for each district construction subsystem of component, such as paving, roofing, fencing, wells, septic systems, etc., to be used in conjunction with the Sales Ratio Study.

Unit costs for materials and labor in place, including all normal service charges and profit.

**3.11.12 Assessor's Manual**

The Contractor shall develop and maintain an Assessor's Manual. This manual shall include cost and sales data, and any other information used to compile the schedule of values for the final 2022 computations as part of the Assessor's Manual. This document shall be used as a working document by the Contractor. The BOA and County will review each delivery of the document, and submit edits/modifications to the Contractor for incorporation as part of document maintenance until such time as the final version is approved by the County.

Upon request, the County will provide a copy of the 2018 Assessor's Manual which can be used as a starting point for the 2022 Assessor's Manual.

The Assessor's Manual shall be set up in an easily comprehensible manner enabling the County to show the taxpayer how property valuations are determined. Calculations methods and calculations shall be the same as those implemented in the County's CAMA application and all codes and custom calculations used by the County's CAMA application shall be reflected in the Assessor's Manual.

All data used in the composition of the manual and to substantiate sales must be turned over to the County.

The Contractor shall provide updated versions of this manual and manual training.

Specific dates shall be provided by the Offeror as part of their proposal.

The Contractor shall train designated County personnel in the use of the Assessor's Manual for assessing all types of real property.

### **3.11.13 Sales Studies and Sales Ratio Studies**

The Contractor shall conduct a Sale Study and then subsequent Sales Ratio Studies to aid in the pricing of real property and as the project progresses to ensure that the assessments are reflecting market value. The Contractor shall contact property owners to determine validity of sales and values.

**3.11.13.1** Sales Studies shall contain a sufficient number of valid real property sales and/or transactions stratified into homogeneous neighborhoods by property class (1, 2, 3, 4, 5, 6, and exempt) within each neighborhood. Neighborhoods shall be divided into real property classes, by vacant and occupied land within each class.

**3.11.13.2** Where valid sales are limited, the Contractor shall augment the supply of usable sales by adjusting rejected sales to reflect the cash equivalent value of the real property, and expand the sales period adjusting for time of sale. Timeframes need not be the same for each class of property, but the studies must detail the techniques used and indicate when adjusted sales values were used.

**3.11.13.3** Where sales are comparatively scarce and complex, such as with commercial, industrial, and agricultural sales, the Contractor can consider appraisals as a basis for valuation. Appraisals should be tested against actual sales as well as against appraisals and assessments of other similar properties. Acceptable appraisals must contain a narrative of the valuation methods used and a value conclusion. Where valid sales data and adjusted sales data is available, appraisals should not be used.

**3.11.13.4** The Contractor shall provide a study for each of the County's Districts using the same stratification listed above. District studies are informational only and should not be used as a means to assess, since Pittsylvania County districts are based on census data and thus real property within Districts is not homogenous by nature.

**3.11.13.5** The Contractor shall run periodic Sales Ratio Studies to ensure that the project assessments are falling within an acceptable Sales Ratio.

## **3.12 Office Administration**



### **3.12.1 Property Record Cards, Reports and Other Required Forms**

The Contractor shall use County's standard paper or electronic field cards, and PRCs for data gathering. The Contractor shall use the County's CAMA application for updating property records as well as printing current and updated PRC and field cards.

The County will assist the Contractor with the design and development of forms and reports to be used in the reassessment project including, but not limited to mailers, computer reports, and valuation notices.

At the start of the reassessment project, the reassessment data in the CAMA application will match the assessment data. Prior to the start of field work and on a mutually agreed upon date, the County will have one complete set of PRCs printed in PIN order. The Contractor must specify if the printed PRCs should reflect the assessment data, or should wait until the Contractor has entered new code table information, updated the custom calculation, and made any other preliminary adjustments based upon the initial sales study.

### **3.12.2 Printing**

The Contractor will be responsible for the printing costs associated with the reassessment project. Printing will include door hangers, property record cards, reassessment notices, public relations pamphlets, reports, and deliverables. It will be the joint responsibility of the County and the Contractor to design these items.

It shall be incumbent upon the Contractor to maximize the use of electronic tools such as the County's CAMA application, the GIS application, spreadsheets, etc. to view data rather than print data.

### **3.12.3 Postage**

The County will be responsible for reasonable postage necessary for mailing income and expense requests for commercial properties, reassessment notices, and hearing result notices. Re-mailings due to error on the part of the Contractor shall be done at the Contractor's expense.

### **3.12.4 Space Requirements & Office Arrangements**

The County will provide office and meeting space for the Reassessment Office with the space and location to be determined by the County. The County will furnish all necessary utilities such as power, water, heat and air conditioning; reasonable office furniture; telephones and phone lines, and provide networking capabilities through the County's network.

### **3.12.5 Computers and Related Office Software**

#### **3.12.5.1 Computers**

The County shall provide computers for full time contractor use. These

computers shall be shared within the Reassessment Office and the BOA.

The Contractor and BOA computers will be standardized with the following:

- Microsoft Office for word processing and spreadsheet capabilities;
- Microsoft Outlook for County e-mail and calendar access;
- The CAMA application for assessment work; and
- The GIS application for map queries and locator map creation.

No software or hardware modifications shall be made to the provided PCs without coordination and permission of IT.

#### **3.12.5.2** Microsoft Office

The County has standardized on using the Office Suite products. All deliverables shall be provided in a format compatible with these products.

#### **3.12.5.3** Microsoft Outlook

The Contractor, County, and BOA shall use Outlook as a standard mode of communication. Both the Contractor and the County shall also use this product for scheduling. To this end, a generic email account shall be set up for each member of the Contractor's staff as well as the BOA to access. This account will be accessible both inside the County and through an internet version of the application.

#### **3.12.6** Vehicles

The Contractor shall furnish all vehicles used by the personnel of the Contractor in performance of duties herein described. The Contractor must ensure that all contractor staff conducting County business have a valid driver's license and that all vehicles used for the purposes of this project are at least covered with valid liability auto insurance.

Vehicles must be identifiable by signs located on each side or in the front and back windows of said vehicle. The Contractor shall provide and use their own vehicle identification signs that meet the following requirements:

- Letters at least 2" high
  - Contain the words "County Reassessment"
- Variations are only as directed by the County.

### **3.13** Use of County Records and Maps

Subject to schedules and procedures approved by the BOS, all maps, tax records, data and information in the possession of the Commissioner of the Revenue and GIS, pertaining to properties covered by these specifications will be made available to the Contractor.

### **3.13.1 The CAMA application**

The County will provide the Contractor with access to the County's CAMA application for the purpose of recording data and assessing properties. The County does not ensure the accuracy of this product. The Contractor must report any application discrepancies to the Office Manager.

It is understood that the County is licensed by Keystone Information Systems, Inc., herein referred to as Keystone, to use their Property Assessment Administration System, herein referred to a PAAS, as the County's CAMA application. PAAS provides the ability to maintain both current assessment and reassessment data through a split database. The Contractor shall be required to utilize the PAAS Reassessment module to collect, store, and maintain property information and calculate property values for the purposes of Reassessment.

#### **3.13.1.1 CAMA Training**

Prior to the Contractor's use of the CAMA application, the Contractor will be trained on applicable PAAS modules. Training will be conducted in the County facilities by Keystone staff and at the County's expense. The County will coordinate the timing and location of training to maximize the number of Contractor and County attendees.

#### **3.13.1.2 CAMA Availability**

Reassessment data will be available for use by Contractor through the Reassessment module of the PAAS software after training. The Contractor shall use PAAS throughout the contract period to update reassessment data.

At the end of the reassessment, this data shall be reconciled and merged into the Commissioner's current year data. It is incumbent upon the Contractor, the County, and the BOA to review the data to ensure validity and accuracy throughout the project and before the merge takes place.

#### **3.13.1.3 CAMA Support**

The functioning of the CAMA application is critical to this project. The Office Manager will serve as the initial point of contact between Keystone and the Contractor for questions and problem reporting and any issues with the CAMA application.

Upon discovering an issue, the Contractor must immediately email the County's Office Manager the following:

- Description of the problem;
- Applicable screen shots;

- Where the issue occurred (screen name(s) and fields); and
- Description of the affected data (PIN, Building or Segment, associated field).

Data issues caused by the Contractor using the application in a manner inconsistent with training or by not reporting on going issues, may necessitate data correction by Keystone. If costs are incurred due to the reasons above, the Contractor shall pay these costs.

For the duration of the Reassessment project, the County will provide the Contractor with access to PAAS for up to four (4) non-exclusive user licenses. These licenses shall provide the Contractor with inquiry and update access into the PAAS Reassessment module.

The Contractor shall agree that proprietary rights to the application and modifications shall remain with Keystone and further agrees not to sell, lease, or use the said application for any project in any other county unless said county is licensed for such use by Keystone.

### **3.14 Contractor Personnel**

The Contractor shall use on the job, competent employees of good character and of adequate numbers to expeditiously perform the work required.

The Contractor's staff shall at all times be expected to display courtesy and professionalism in dealing with citizens, County staff, and members of the various Boards.

No employee of the Contractor is to be deemed an employee or agent of the County and is not entitled to any benefits from the County.

#### **3.14.1 Employees**

The Contractor shall furnish to the County a list of contractor employees who will be working on this project. For good cause, the County will have the right to request the Contractor to remove any employee from work on this project.

All personnel at all times shall display a personal identification badge provided by the County.

#### **3.14.2 Training and Instruction**

The Contractor shall supply complete instruction and direction of all personnel connected with the reassessment. Contractor shall train field personnel, appraisers and clerical personnel employed by the Contractor to measure and list all properties.

#### **3.14.3 Staffing**

##### **3.14.3.1 Project Manager**

The Contractor shall have at least one (1) Project Manager on site in the County at all times. The intent is to have a member of the Contractor's staff that is authorized to act on the Contractor's behalf available throughout the project.

The Project Manager will be approved by the County and will not be shifted, replaced or transferred to another job without written consent from the County.

#### **3.14.3.2 Office Manager**

The Contractor shall provide a qualified Office Manager for the purpose of managing the front of the Reassessment Office and the clerical staff. This Office Manager shall be the secretarial support to the BOA.

The Office Manager, in conjunction with the Contractor Project Manager will ensure that all reports and data entry routines required or necessary for the reassessment are available at no additional expense to the County. The Contractor shall provide qualified clerical support personnel for the purpose of data entry and phone support throughout the Reassessment project.

The Office Manager, or another individual designated by the Contractor's Project Manager, shall serve as the primary point of contact for citizens. This individual shall work in the front office and be immediately accessible when a citizen enters the Reassessment Office. When this individual is unavailable, another member of the staff should be assigned. During business hours, the Contractor shall always have at least one (1) staff member available to answer phones, and to greet and help citizens.

#### **3.14.3.3 Field Personnel and Assessors**

All field personnel and Assessors shall display a personal identification badge provided by the County.

Once reassessment notices are mailed, the Contractor shall provide qualified assessment staff to answer citizen questions about the assessments. All call backs in response to voicemail messages must be made within one (1) working day. Answers to detailed phone calls must be made within two (2) working days.

An assessor shall be present at each hearing with a BOA member. Where possible, the assessor who worked in the area of the property being reviewed should be present. The assessor shall document the hearing. Enough information must be captured about the hearing results so that personnel reviewing these notes will be able to have an understanding of why the resulting decision was made.

#### **3.14.3.4 Clerical Personnel**

The Contractor shall provide all clerical personnel and shall have experience with Microsoft Office products and answering phones. The Contractor shall provide general scripts so that the phone responses shall be consistent and informative.

All call backs in response to voicemail messages must be made within one (1) working day.

### **3.15 Notification, BOA Hearings, and Support of Values**

#### **3.15.1 Reassessment Notices**

Upon the completion of assessment field work and assessment review, notices of the new assessments will be prepared for all real property owners by the Contractor, subject to review by the BOA and the County.

All field work, data entry, and final reviews by the Contractor and the BOA must be complete by September 2021, in order to meet the reassessment notice mailing deadline of September 24, 2021.

#### **3.15.2 Additional Staffing**

The first working day after notices are mailed, the Contractor shall provide additional qualified support staff to schedule hearings, appointments and answer questions.

Prior to informal BOA hearings, the Contractor shall make every attempt to accommodate and resolve citizen concerns regarding any notice of change in assessment.

The Contractor shall log all calls and emails and track responses to such. These services shall be provided at least through December 19, 2021, or at such date that the BOA deems necessary to accommodate the public at no additional cost to the County.

#### **3.15.3 BOA Informal Hearings**

The informal public hearings will be conducted by qualified Contractor representatives and/or the Board of Assessors in a mutually agreed upon place furnished by the County. The County will cooperate by giving public notification of these meetings. The Contractor's Project Manager in charge of this project and sufficient other qualified personnel satisfactory to the County shall be assigned to explain, discuss and hear all complaints concerning values established. Contractor employees shall immediately make any necessary field reviews of properties of disputed value. They shall also be expected to assist the Board of Assessors in substantiating the assessed value in question and the methods employed in the reappraisal as a whole. Additionally, they shall furnish recommendations for the disposition of any such complaints.

The intent is to hold hearings through December 6, 2021, or at such date that the BOA deems necessary to accommodate the public, but no later than December 13, 2021.

#### **3.15.4 Revisions and Notifications**

The Contractor shall complete any necessary revisions to the assessments before December 18, 2021, with all hearing results notifications mailed to the property owner on or before December 20, 2021.

The Contractor shall develop a list of codes to be used in the CAMA application which will indicate the general results of a hearing or phone call on a specific date.

Within five (5) working days after a hearing, the Contractor shall make any necessary revisions in the CAMA system and documenting the outcome of the hearing in the CAMA system using a code and hearing date.

Within five (5) working days of a citizen call which results in a revision of the original mailed notice, the Contractor shall make the change in the CAMA system and document the reason for the revision in the CAMA system using a code and call date.

The Contractor can mail hearing results notifications on a rolling basis once hearings have begun or as a single mailing sent on or before December 20, 2021.

In the CAMA application, the Contractor shall keep a log of all follow-up notices sent.

For at least a four (4) week period following the final mailing of hearing results notifications, the Contractor shall provide a qualified employee to answer questions pertaining to hearing result notifications.

#### **3.15.5 BOE Support**

The Contractor shall furnish a qualified staff member (Contractor employee) to assist the County BOE as needed. This service shall be provided at no additional cost to the County.

#### **3.15.6 Court Support**

The Contractor shall provide qualified appraisers to assist the County in the event of appeals from the BOE to the Courts. This service shall be provided at no additional cost to the County.

### **3.16 Public Relations**

**3.16.1** All press releases or other publicity proposed by the Contractor must be presented to the County Administration to acquire BOS written clearance before being released. Unless release is otherwise required by law, the Contractor shall not release any proposed values, reassessments, data, or any other information either acquired or in the possession of the Contractor to any person, firm or association unless approved, in writing, in advance by the BOS.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

### **4.1 General Requirements**

RFP Response - In order to be considered for selection, Offerors must submit a complete response to the RFP. **Four (4) copies of each proposal and one (1) electronic copy must be submitted to the Purchasing Department.** The Offeror shall make no other distribution of the

proposal.

**4.1.1** An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Department requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

**4.1.2** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

**4.1.3** Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Statement of Needs described.

**4.1.4** Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.

**4.1.5** Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, on the Proprietary Information form provided (reference page 38), at the time the data or other material is submitted. The Owner reserves the right to ask for additional clarification prior to establishing protection.

**4.1.6** The Owner will not be responsible for any expenses incurred by the Offeror in preparing and submitting a proposal.



**4.1.7** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Owner. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only, and does not include negotiation unless specified by the Owner. The Purchasing Department will schedule the time and location of these presentations. Oral presentations are an option that may or may not be utilized.

**4.1.8** State Corporation Commission (SCC) registration requirements effective July 1, 2010. All proposals shall include the identification number issued by the State Corporation Commission. Use the form on page 36 to provide your State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at [www.scc.virginia.gov/default.aspx](http://www.scc.virginia.gov/default.aspx). Failure to include this form with your proposal submission may result in rejection of your proposal.

## **4.2** Specific Proposal Requirements

Proposals should be as thorough and detailed as possible so that the Owner may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

### **4.2.1** Certification

Certification page and the return of this completed RFP inclusive of all required forms and any Addenda, signed and completed.

### **4.2.2** Organization Chart

Organization chart depicting key personnel proposed for the contract by assigned area(s) of responsibility, corporate affiliation and job title. Include the name, qualifications, resumes and experience of the Project Manager proposed to handle this project. Include the same for additional personnel who may handle other aspects of the Reassessment.

### **4.2.3** Approach to Completion

Written narrative detailing approach to completion of the Reassessment project. The Offeror shall outline all additional responsibilities it expects the Owner to assume if different from those specified herein.

### **4.2.4** References

Offeror shall include a list of a minimum of three references, from similar reassessment projects only, who could attest to the Offeror's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, addresses, email addresses, contact persons, and phone numbers of all references.

### **4.2.5** Timeline/Schedule

Offeror shall include with their proposal response, a monthly schedule in spreadsheet

format for the work plan that addresses all activities listed in the Statement of Needs, commencing within ten days of contract award. Offeror may amend the specific tasking to conform to their proposal and procedures, however, the format of the work plan/schedule shall cover all duties and responsibilities outlined in the Statement of Needs. Offeror shall provide current and planned workload schedule using the same format for both, for ease of evaluation.

#### **4.2.6 Fee Proposal**

Offeror shall identify a fee proposal for reassessment based on the deliverables expected and outlined herein. Offerors shall also provide a fixed fee per parcel for new construction assessments. All fees shall be in the form of firm, fixed prices to remain in effect for the first two years of the contract. **Negotiations of price may be allowed only for new construction fees.**

#### **4.2.7 Payment Terms**

Offeror shall submit a payment schedule for services provided during the term of the resulting contract; said payment schedule shall also be directly related to the successful production of deliverables as noted in the Statement of Needs. The Owner reserves the right to retain 10% of each invoice submitted until final completion and acceptance of the reassessment project.

#### **4.2.8 Compliance to Request for Proposals**

Offerors shall provide the confirmation that they intend to comply with these specifications by submitting a statement of compliance attesting that all specifications contained in this document are acceptable and will be adhered to, unless specific exceptions are noted on the Exceptions to RFP form provided on page 39 of the RFP.

## **5.0 EVALUATION AND AWARD CRITERIA**

### **5.1 Evaluation Criteria.**

An Evaluation Committee will evaluate the proposals using the following criteria.

**5.1.1** Expertise, qualifications, and experience of the Offeror in providing and conducting reassessment services relevant to the Owner's requirements, to include qualifications of proposed staff. (25 points)

**5.1.2** Approach to completing the reassessment services as specified in the Statement of Needs. (25 points)

**5.1.3** Proposed schedule for completion of all tasks outlined herein. (20 points)

**5.1.4** Proposed fees, as specified in Section 4.2.6. (30 points)

### **5.2 Award of Contract**

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including fees, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offeror(s) so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Owner shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to those Offerors. The Owner may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D), Code of Virginia). Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

### 5.3 Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by the Offeror(s) for the specific, limited performance of its obligations under this contract shall be the exclusive property of the Owner, and all such materials shall be remitted to the Owner by Offeror upon completion, termination or cancellation of the contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Offeror's obligations under this contract without the prior written consent of the Owner.

## 6.0 SPECIAL INSTRUCTIONS TO OFFERORS/ADDITIONAL INFORMATION

### 6.1 Contract Period/Renewals

The Contractor shall commence work to be performed under this on April 1, 2020, provided the contract has been approved by the Board of Supervisors, and shall complete and deliver said work based upon the schedule dates included within this contract.

The term of this contract shall be for an initial four (4) year term (the initial reassessment and 2 years for new construction). **Negotiations of price may be allowed at the renewal period of each year for new construction only.**

### Contract Administration

The successful administration of this contract will require close coordination with the Contract Administrator. The County Administrator shall serve as the Contract Administrator. This individual is the interpreter of the conditions of the contract and the judge of its performance.

### 6.2 Insurance

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded

the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, it will maintain this coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of contract, Owner requires the Contractor to furnish certificates of insurance for the coverage required, naming Pittsylvania County Board of Supervisors as additional insured.

### 6.3 Progress Reports

The Contractor shall submit a written progress report when requested by the Board of Supervisors, to include quantitative status of work completed or progress made on the negotiated assessment schedule.

### 6.4 Method of Payment

The Owner will pay the Contractor based on contract prices for invoices submitted monthly, for the work satisfactorily performed and in accordance with the final negotiated fee proposal. Ten percent (10%) of each invoice approved for payment shall be retained to ensure satisfactory compliance and performance from the contractor. The Owner will make payment within forty-five (45) days of receipt of complete and accurate invoice. No monies shall be paid until fiscal year 2021.

### 6.5 Performance, Labor and Materials Bonds

The Contractor shall deliver to the County Administrator an executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the **County of Pittsylvania, a political subdivision of the Commonwealth of Virginia** as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the County Administrator. Power-of-attorney is required for all bond signatures.

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. The Contractor may furnish a letter of credit in a form acceptable to the Owner and from a bank or savings and loan institution acceptable to the Owner. Alternative forms of security provided under this subsection must afford the same protection to the Owner as equivalent to the corporate surety bond.

### 6.6 Liquidated Damages

The Contractor and the Owner realize that time is of the essence and that the Owner will suffer financial loss if the reassessment services specified herein, including the completion and acceptance of the Reassessment Land Book, are not completed by December 31, 2021. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as

liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner \$500 for each day that expires after the completion date.

PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS  
PURCHASING DEPARTMENT

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

(1) During the performance of this contract, the contractor agrees as follows:

- A. Nondiscrimination Clause: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Equal Opportunity Employer: The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

(3) Drug Free Workplace : During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to

employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

8. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

9. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

10. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

11. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the party of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.



C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor 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.

12. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

13. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

14. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

15. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

16. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using

agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights

of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

STATEMENT OF DISCLAIMER

RE: \_\_\_\_\_ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation

**RETURN THIS PAGE**

## DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. <b>Workers' Compensation</b> and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<u>X</u>	4. <b>Prof. Errors and Omissions</b> Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. <b>Pittsylvania County named as additional insured on Auto and General Liability Policies</b> (This coverage is primary to all other coverage the County may possess and must be shown on the certificate)	
<u>X</u>	10. 30 day written notice of cancelation of any policy referenced on the certificate of insurance shall be given to Pittsylvania County. – Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
<u>X</u>	11. <b>The Certificate must state Bid/RFP No. and Bid/RFP Title.</b>	
<u>X</u>	12. <b>Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.</b>	

### OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

**RETURN THIS PAGE**

## **PROPRIETARY INFORMATION**

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

### **NOTICE OF PROPRIETARY INFORMATION**

#### **Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F**

Section Title	Page Number	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identified as confidential statistical data, amount or source of any income of any person (or) partnership. "See Virginia Public Procurement Act, Section 2.2-4342F". Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b) (4); 12 C. F. R 309.5(c) (4).

**RETURN THIS PAGE IF APPLICABLE**



## ATTACHMENT A

### IMPROVEMENT AND GENERAL PROPERTY DATA

Attic area & percent	Heat & air conditioning & percentage
Basement area & percentage	Identical unit count
Bath type and count	Insulation
Bedrooms count	Interior condition
Building Description	Interior wall finish
Building Percent complete	Occupancy type
Chimney type	Physical condition
Class type	Physical depreciation
Construction style	Plumbing fixtures
Dwelling unit count, including 1	Property & building sites
Economic obsolescence	Quality of construction
Effective year	Recent sales data
Exterior condition	Remarks
Exterior/Interior wall construction & percentage	Roof type & material
Fireplace opening count	Room count
Floor type	Section area
Foundation	Square Feet
Fuel type	Story count & height
Functional obsolescence	Year built
Landscape condition	Remarks
Neighborhood	Road access type
Topography	Utilities