



Essex County
VIRGINIA



Caroline County
VIRGINIA

REQUEST FOR PROPOSAL

REASSESSMENT OF REAL PROPERTY COUNTIES OF ESSEX & CAROLINE COOPERATIVE PROCUREMENT

August 19, 2019

VIRGINIA COUNTIES OF ESSEX & CAROLINE COOPERATIVE PROCUREMENT

ISSUED: August 19, 2019

Request for Proposals General Reassessment Services

DUE DATE: September 17, 2019

I. SUMMARY: The Counties of Essex and Caroline ("Counties" collectively) are soliciting Proposals for performing General Reassessment services for their respective Board of Supervisors. The Counties are seeking to retain a firm or firms to perform a general assessment of real property in the Counties. The purpose of the cooperative procurement of these services is to obtain for the public a uniformity of approach in like jurisdictions, to effect economies of scale, and to achieve the best possible work product at the best price. Pursuant to Sec 2.2-4304, the Counties, acting collectively, seek proposals for mass appraisal services for their next reassessments by way of a cooperative procurement agreement. Uniformity of process is sought. Each locality will enter a separate contract with the successful Offeror. The Counties also each may choose to contract with a different Offeror.

This procurement is being conducted on a cooperative basis on behalf of the counties named herein, as provided in §2.2-4304(A) of the Code of Virginia. Other public bodies in Tidewater Virginia have shown interest in being participants, but have not yet committed to this cooperative joint RFP. Nonetheless, this procurement may be extended on behalf of other, presently unnamed public bodies in the region as a cooperative procurement so long as they join the procurement at least two weeks prior to the bid submission deadline to provide time for notice of their inclusion to be given to any potential Offerors.

II. PROPOSAL DATA: OFFERORS must submit fifteen (15) originals to Essex County Administrator, 202 South Church Lane, P.O. Box 1089, Tappahannock, VA 22560 in writing no later than **3:00 p.m., September 17, 2019.**

All Proposals must be in writing and submitted in a sealed envelope clearly marked on the outside with your Company's name and the notation "RFP for General Reassessment Services." All Proposals will be opened at 3:05 p.m. on September 17, 2019. All Proposals received after the announced time and date of receipt, by mail or otherwise, will not be accepted and will be returned unopened. Contract award will be made as soon as practicable thereafter to one or more Offerors, depending on whether each County chooses the same or different Offerors using the procedure outlined in Section VIII of this RFP. Failure to submit a proposal with the forms provided may be a cause for rejection of the proposal.

The winning Offeror or Offerors shall be required to enter into a contract for services with the individual Counties to include negotiated terms as well as the requirements of this RFP (the "Contract"). Time will be of the essence in said Contract with completed reassessment becoming effective January 1 2021. The selected Offeror shall not be an employee or agent of either of the Counties, but shall be an independent contractor.

No faxed or electronic submissions will be accepted.

DATE	ACTION
August 19, 2019	RFP available online at www.essex-virginia.org and www.eva.virginia.gov
August 29, 2019	Deadline for submission of intent-to-bid and pre-bid questions, if any; submit to info@essex-virginia.org
September 10, 2019	Responses to pre-bid questions posted online at www.essex-virginia.org
September 17, 2019	Bids due by 3:00 p.m. in the office of the Essex County Administrator.

III. NOTE TO OFFERORS: The Counties reserve the right to reject any and all Proposals, or to contact any Offeror prior to award for explanation or clarification. The Counties do not discriminate against any Offeror on any basis. This procurement will be performed in accordance with the Virginia Public Procurement Act.

IV. FURTHER INFORMATION: For additional details concerning proposal submission specifications, requirements, or purchasing procedures, contact in writing: [Essex County Administrator](#) Responses to questions will be made in writing only as addenda to this RFP.

V. REQUISITE QUALIFICATION OF POTENTIAL CONTRACTORS: In order for a proposal to be responsive, and for an Offeror to be deemed responsible, a bid must certify that the Offeror:

1. Possesses a license as a certified general real estate appraiser as defined by §54.1-2009;
2. Has been approved by the Virginia Department of Taxation to perform appraisals of the type defined in the "Purpose and Scope of Work," below;
3. Has a working familiarity with the computer systems software and data transfer protocols, used by the Counties' Commissioners of Revenue;
4. Has a working familiarity with computer assisted mass appraisal software modeling systems, such as Vision 8, Concise CAMA, and ProVal.

During the term of the Contract, the Offeror shall maintain the licenses and approvals referred to above, and its failure to do so shall be grounds for the Counties to terminate this Contract within ten days' written notice to Contractor unless within that period the Contractor has re-established said certifications.

Offeror will provide documentary evidence of said certifications upon request of either of the Counties. Offeror will notify the counties in writing within three days of Offeror's receipt of notice of the revocation or suspension, or proposed revocation or suspension, of said certifications.

VI. PROJECT DESCRIPTION: The Counties are soliciting Proposals for performing services in conjunction with general reassessments in accordance with all requirements of state and federal law.

VII. PURPOSE AND SCOPE OF WORK: The purpose of this Request for Proposals is to obtain professional general reassessment services for the Counties. These services shall be used towards the preparation of a general reassessment of all taxable real property in the Counties in accordance with §58.1-3252 *et. seq.* of the Code of Virginia. The successful Offeror shall reassess the value(s) of each parcel and onsite improvements in the Counties as of December 31, of the year

in which an individual County has a general reassessment, and shall prepare such data in form appropriate for inclusion in the tax records of such County.

A. The appraisal firm will provide, carry out, or comply with the following:

1. Complete a uniform general reassessment of all property within each County, excluding public service properties and including the inventory and valuation of all non-taxable (exempt) properties and the classification of all real property in accordance with state law requirements.
2. Appraisals shall be based on a thorough study of actual market sales and construction costs in each County. The appraisal firm will conduct this study prior to beginning any field appraisals. All market sales studies, property surveys, or other data used in the reassessment work for a County shall become the property of such County at the completion of the reassessment.
3. The firm will develop a local manual for use during the general reassessment and provide a minimum of two copies to the applicable Commissioner of Revenue for subsequent use after the reassessment is complete. A draft manual should be prepared and provided within 90 (ninety) days following the contract award and shall be revised and updated at least once every 6 (six) months, with final draft provided at completion of the work. The manual will specify, in summary form, the cost and pricing analysis determined in Item 2 above. This manual will set forth all coding and all other data needed and/or used during the implementation of the respective County's Computer appraisal system.
4. The appraisal firm will visit each property (residential, rural, commercial, apartments, and industrial) prior to making a market value appraisal. The appraiser estimating the actual assessed value must personally view the property on site. This requirement is most important and must not be circumvented. Each County will provide field copies of existing property record cards. The records shall show all information in connection with the construction, age, size, condition, and depreciation of each building or structure, as well as an outline sketch of all major building improvements, pricing data, owner's name, address, legal description and map number. On new construction, a sketch will be provided even in the event that the structure is not complete, but providing that the completion is enough to be sketched. The firm will confirm and/or update all descriptive and cost data on field record cards as necessary. New property record cards will be generated as needed. If a County requests the firm to provide a complete set of all land cards within the locality, then this option will be negotiated at the time of contract.
5. All tax-exempt property will be appraised on the same basis and in the same detail as taxable property. On all County owned property, a summary of values and/or replacement costs on buildings will be provided to the office of the County's Administrator.
6. The appraisal firm shall prepare an appraisal of all manufactured homes assessed as personal property situated in the County. Each County will provide all existing detailed data on manufactured home assessments, including ownership, location, tax map number (if available), description, current assessment etc. Existing information will be confirmed and/or updated by the firm. The firm will agree to provide each County with any new information if it was not previously available. New manufactured home record cards will be generated as needed.

7. A digital photograph(s) of the major structural improvement(s) may be provided, at the option of each County.
8. The appraisal firm will coordinate efforts with the Commissioner of the Revenue in appraising new construction. Every reasonable effort will be made to insure that this function is not duplicated by the firm or by the jurisdiction or omitted by both. The firm will provide a sketch of all major structural improvements at least 50% complete. The firm shall be responsible for appraising all new construction and additions from January 1, through October 1, of the year the reassessment is taking place.
9. Only qualified personnel, subject to the approval of the Commissioner of the Revenue, Board of Supervisors, and/or County Administrator's Office, will be assigned to conduct appraisals. If, for any reason during the reassessment, any member of the firm's staff is deemed unacceptable to either County, said employee will immediately be removed from the project.
10. All actual appraisals will be conducted by a qualified appraiser. However, this does not preclude the use of research assistants or data collectors. Said research assistants and/or data collectors shall have a substantiated background or experience in real estate appraisal.
11. Where existing field cards show building sketches, said sketches will be verified for accuracy in the field. Where no sketches exist, the firm will take actual field measurements and enter this information in the County's computer system. The appraisal firm will make every effort to collect any descriptive data not presently shown on the County's field cards. Additional data or corrections of existing data will also be entered on the computer system. Photographs will be provided on all property even if structure is not 100% complete.
12. When each property is visited, if no one is available to answer questions, a doorknob hanger will be left requesting any information necessary to perform the appraisal.
13. If the appraiser is unable to view any property, he/she shall notify the Commissioner of the Revenue of the County within 5 (five) working days. The Commissioner of the Revenue will then attempt to facilitate a successful visit. If the appraiser is refused admittance or information on any property, this will be so noted on the field cards and the property will be appraised based on the best information available.
14. To promote good public relations, the appraisal firm will provide speakers to County groups requesting information on aspects of the reassessment program.
15. The appraisal firm shall meet with the local Commissioner of the Revenue and County Administrator as necessary during the conduct of the reassessment, but at least on a weekly basis. These meetings may include briefings or work sessions with members of the Board of Supervisors.
16. After completion of the appraisal work, and at a time agreed to by the firm and the respective County, public hearings will be held up to a 30 (thirty) day period, and appraisers will be available at all hearings to provide information and/or reviews of appraisals, when requested by owners. A minimum of 2 (two) weeks but not more than 4 (four) weeks of hearings, including evening sessions, will be scheduled. These hearings shall include a local Board of Assessors, should the County appoint one.
17. The appraisal firm will assist the Board of Equalization, as needed or requested, in review of appraisals and property, as many days as mutually agreed.

If an assessment is appealed to the Courts, the appraisal firm will furnish a competent witness to the County, without additional charge, for a period of three (3) years following the effective date of the General Reassessment.

18. The appraisal firm will carry workers' compensation and public liability insurance, designed to hold the County and its officials harmless from all claims, demands, suits, or actions, recovered against them by reason of any act by any employee or equipment of the appraisal firm during the reassessment process. Certificate of coverage will be provided to the County prior to the start of fieldwork. A performance bond satisfactory to each County for total contract price is required.
19. The appraisal firm will provide resumes to each County of all professional appraisers to be assigned to work in the County, as well as documentation of the firm's qualifications and prior experience. The appraisal firm shall promptly notify the County of any changes to the staffing of the project, which shall approve any such changes.
20. The appraisal firm will supply all appraisal personnel and appraisers' supplies, such as calculators, measuring devices, etc. All expenses, such as FICA, unemployment, travel, lodging, meals, etc., will be paid for by the appraisal firm. Under no circumstances are the appraisal firm's employees to be considered as employees of either County. However, employees will represent the Counties in a respectful manner at all times.
21. All property appraisals will be at 100 percent fair market value, as required by Virginia Code.
22. The appraisal firm will work with a Board of Assessors or provide a professional assessor, certified by the Department of Taxation, in accordance with the Code of Virginia, Section 58.1-3275. The professional assessor must be acceptable to each County Board of Supervisors, and must be assigned to the County for the duration of the reassessment project.
23. Misc./General
 - a. Verification/Reconciliation of E-911 Addresses with each property visited; and,
 - b. Coordination with Commissioner of the Revenue's Office in appraising new construction and improvements which may be made on and to real property during the term of the Reassessment-all new construction must be assessed as part of this agreement; and,
 - c. Prepare & mail all reassessment notices to property owners.
 - d. Office facilities, desks, tables, chairs, telephone, filing cabinets, and computer terminals for use by field personnel and data entry staff.
 - e. Up to (number) clerical personnel on temporary assignment, if not provided by contractor.
 - f. All computer support services, forms, notices, Reassessment Book, comparative listings, etc.
 - g. Forms and mailing costs of reassessment notices.
 - h. Miscellaneous office supplies.
 - i. Update assessments on the basis of new building permits issued, on an annual basis (price~~pr~~property sought)
24. The Contractor shall prepare a listing of all boats located on private property. Said listing shall include, but shall not be limited to, the make, size, condition, registration number and location. The location shall be identified by Tax Map Number.

B. Each County will provide:

1. Access to all present real estate records and tax maps, including sketches, plats, tax records, data and information in possession of the County pertaining to properties covered by these specifications. Each County will provide a field copy of all property record cards and tax maps.

C. Schedule of work proposed:

1. Work should begin by October 1, 2019 and be completed by December 31, 2020, including hearings and completion of the Reassessment Book for Essex and Caroline Counties.

The expected cycle of general reassessments of the Counties shall be as follows, but may be accelerated or put off by agreement with the appraisal firm:

Essex and Caroline Counties - Calendar Year 2021

D. Terms of payment proposed:

1. Quarterly invoices will be submitted to each County, after work has begun, based on the number of parcels appraised in the last quarter.
2. Payment on the invoice shall be made by the respective County within forty-five (45)

days of receipt of the invoice, less a ten percent (10%) retainage. Full payment of the retainage shall be paid within forty-five (45) days after completion of public hearings and delivery of signed real estate assessment books with final totals.

Throughout the performance of the work, a Contractor shall at all times comply with Chapter 20.1 of Title 54.1 of the *Code of Virginia*, 1950, as amended (Real Estate Appraisers).

VIII. SELECTION OF OFFEROR/AWARD: This Request for Proposals is issued in accordance with the Virginia Public Procurement Act §2.2-4300, et seq. of the *Code of Virginia*, 1950, as amended (the "Code"), and more particularly in accordance with the provisions for procurement of nonprofessional services as outlined in §2.2-4302.2.3 and for joint procurement as set forth in §2.2-4304 A. of the Code.

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 factors involved in this Request for Proposal, including price. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, each County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. **EACH COUNTY MAY MAKE ITS AWARD TO THE SAME OR DIFFERENT OFFERORS IN ITS SOLE AND ABSOLUTE DISCRETION.** Should either County 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, such County may negotiate and award a contract to that Offeror, regardless of any award made by the other County.

The process of competitive negotiation of a nonprofessional services contract that is being used in this case should not be confused with the different process of competitive sealed bidding or the process of competitive negotiation of a contract for professional services as those processes are outlined in the Code.

IX. SELECTION CRITERIA: The following selection criteria will be considered in making the award(s) under this RFP. The criteria may be weighted differently and are not listed in order of importance.

1. Past experience and demonstrated competence with performing general reassessment services for local governments of similar size in the Commonwealth of Virginia.
2. Current work load and ability to complete required tasks within established time frame.
3. Number of appraisers and support staff, qualifications, certifications and experience of all staff, as well as the type and capabilities of the equipment that the Offeror will commit to the project to insure the capability and reliability of the Offeror to complete the work in a timely manner.
4. References as to the moral, financial, and business integrity, and reliability of the Offeror.

5. References as to demonstrated good faith past performance of other contractual obligations by the Offeror.
6. Qualifications and experience of all field personnel to be utilized in the performance of the work.
7. Quality and completeness of the Proposal submitted and strength of presentation (if applicable).
8. Cost.

X. SUBMITTAL REQUIREMENTS: The following are required for a complete and responsive response to this Request for Proposals.

1. Completion of the attached proposal form.
2. Inclusion of all required materials and certifications.
3. Authorized signature in the space provided on the proposal form.

XI. PERIOD OF SERVICES: The period of services for this work is until December 31, 2020, when the general reassessment must be completed. However, the resulting Contract may be terminated earlier as provided for therein.

XII. GENERAL TERMS AND CONDITIONS: Any Contract resulting from this RFP shall contain the General Terms and Conditions attached hereto as Exhibit A.

XIII. OWNERSHIP OF WORK PRODUCT AND PROPRIETARY INFORMATION: Any information received by the Contractor from the individual Counties in the performance of the Contract shall be deemed to be proprietary and shall be used by the Contractor only in the performance of its obligations under the Contract, shall not be otherwise disseminated, and shall be returned to the individual Counties upon completion of the Contract. This includes, but is not limited to, maps, names and addresses of property owners and/or taxpayers, E-911 information, photographs of properties, and telephone numbers. All material produced by the Contractor in the performance of its duties under the Contract, whether written or stored on any form of optical or magnetic media, shall be the property of the individual Counties, shall not be disseminated to anyone other than the individual Counties, and shall be given to the individual Counties upon completion of the Contract.

In the event the Contract is terminated prior to completion, all materials and information provided to the Contractor by the individual Counties, or developed by the Contractor, shall be returned to the individual Counties.

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EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. General Provisions

The procurement documents, including this Exhibit A “General Terms and Conditions,” to the Invitation for Bid, the Request for Proposal, or other Solicitation, and the response of the bidder or respondent to such Solicitation (the “Contractor”) will be incorporated into any resulting contract as fully and completely as if set forth in such contract in its entirety. The following paragraph will be modified to include appropriate information once a contract has been awarded.

These General Terms and Conditions are attached to and a part of that certain _____ Agreement dated _____, 20__ (the “Agreement”) between _____ County, Virginia, and _____ (the "Contractor"). In the event of any conflict between any provision of these General Terms and Conditions and the Agreement, these General Terms and Conditions shall take precedence and control. Nothing in the Agreement or any document executed in connection therewith shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained therein. Unless defined herein, capitalized terms shall have the meaning defined and used in the Agreement. "Contractor" shall refer to all parties to the Agreement other than the County.

2. Laws of the Commonwealth

- A. The Agreement shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to the County under this Agreement represents and warrants to the County that it is:
1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
 3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
 4. In full compliance with the Virginia Conflict of Interest Act.
- B. In every contract of over \$10,000, the Contractor agrees during the performance of the Agreement that:
1. the Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, (2) will post in conspicuous places, available to employees and applicants for employment, notices

setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this Agreement. All 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. the Contractor will include the provisions of the foregoing subparagraph 2.(B)(1) in every subcontract or purchase order under the Agreement of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor; and
- C. In every contract of over \$10,000, the Contractor agrees during the performance of the Agreement that:

the Contractor shall A) provide a drug-free workplace for its employees; B) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a the Contractor in accordance with the provisions of the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

- D. In addition to the provisions contained in sub-paragraph C pertaining to drug-free workplaces, the Contractor shall comply with the federal Drug Free Workplace Act.
- E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

3. Certifications.

The Contractor certifies that:

1. Its bid or offer (1) was made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from this Agreement, (2) was in all respects fair and without collusion or fraud, and

- (3) was and or is intended to be competitive and free from any collusion with any person, firm or corporation;
2. the Contractor has not offered or received any kickback from any other bidder or the Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer that resulted in this Agreement. 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, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
 3. the Contractor is not a party to nor has it participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which this Agreement is to be performed;
 4. the Contractor understands that 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 and agrees to abide by all conditions of this proposal; and
 5. the Contractor has not and will not confer on any public employee having official 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.

4. Warranties

The Contractor represents and warrants that it has the requisite experience, skills, capabilities and manpower to perform the Services as provided for in the Contract Documents in a good and workmanlike fashion, that it is a corporation chartered or authorized to do business in Virginia having all necessary licenses required by law, that the person signing the Agreement has been fully authorized to do so, and his signature will legally bind the Contractor to the Agreement. Any goods or services furnished by the Contractor under the Agreement shall be new and covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the County. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

5. Modifications, Additions or Changes

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the agreement or \$50,000, whichever is greater, without the express approval of the Caroline County Board of Supervisors by action taken in an open meeting. The amount of this Agreement may not be increased for any purpose without adequate consideration provided to the County.

6. Hold Harmless

The Contractor and all its subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the County, its Board of Supervisors members, officers, employees and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the Services, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission including negligence, except sole negligence, of Caroline County, its Board of Supervisors members, officers, employees, and/or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve the Contractor from liability under this provision.

7. Assignment

The Agreement may not be assigned, sublet, or transferred without the written consent of the County.

3. Default

In the case of default or breach by the Contractor or the failure of the Contractor to perform the Services in conformance with the specifications in the Agreement, the County shall give written notice to the Contractor specifying the manner in which the Agreement has been breached. If the County gives such notice of breach and the Contractor has not corrected the breach within seven (7) days of receipt of the written notice, the County shall have the right to immediately rescind, revoke or terminate the Agreement and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

4. Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this Agreement for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The County and its authorized agents, state auditors, the grantor of the funds to the County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts or transcriptions.

5. Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by the Contractor in the performance of its obligations under this Agreement shall be remitted to the County by the Contractor upon completion, termination or cancellation of this Agreement. The Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this Agreement without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this Agreement.

6. Payment and Performance Bond

If required by law, the Contractor shall furnish to the County performance and payment bonds in the amount of the Contract Sum, regardless of its amount, pursuant to Sections 2.2-4336 and 2.2-4337 of the *Code of Virginia*, 1950, as amended (the (“Code”)) and shall otherwise fully comply with the requirements of such sections of the Code.

7. Required Payment

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- a. within seven (7) days after receipt of any amounts paid to the Contractor under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the Services under the Agreement performed by such subcontractor, or (ii) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor’s payment and the reason therefor;
- b. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Agreement; and
- c. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for Services performed by the subcontractor under the Agreement, except for amounts withheld pursuant to subparagraph 12, a above.
- d. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

8. Liability Coverage.

The Contractor shall take out and maintain during the life of the Agreement such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this Agreement. Such insurance shall at least have the coverages and be in the amounts set forth in Section 16 “Insurance and Bond Requirements” set forth below and shall name Caroline County and the Caroline County Board of Supervisors as Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best’s Key Rating of A:V1. The Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days’ notice prior to cancellation or other termination of such insurance.

9. Loss or Damage in Transit.

Delivery by the Contractor to a common carrier does not constitute delivery to County. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The County accepts title only when goods are received regardless of the F.O.B. point. The County will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by the County to the carrier and the Contractor within seven days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Agreement. It shall be the Contractor’s responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the County, the Contractor may deduct the amount of damage or loss from his or her invoice to the County in lieu of replacement.

10. Termination for Default.

In case of default by the Contractor for failure to deliver or perform in accordance with the Agreement’s specifications or terms and conditions, the County may procure the articles or services from other sources and hold the defaulting the Contractor responsible for any resulting additional purchase and administrative costs. The County will normally repurchase from the next low bidder or purchase competitively by resolicitation. If the repurchase results in increased costs to the County, a letter will be sent to the defaulted the Contractor requiring payment for additional costs. When repayment is requested, the Contractor will be removed from future bidding until the repayment has occurred. The Contractor shall not be liable for any excess cost if the failure to perform arises out of any act of war, order of legal authority, strikes, act of God, or other unavoidable causes not attributed to their fault or negligence. Failure of a Contractor’ source to deliver is generally not considered to be an unavoidable cause. The burden of proof rests with the Contractor.

11. Insurance and Bond Requirements

The Contractor shall maintain the following insurance to protect it from claims under the Workmen’s Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under this Agreement, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

TYPE OF COVERAGE

LIMITS

Workers’ Compensation and Employer’s Liability including coverage under United States Longshoremen’s and Harbor Worker’s Act where applicable

Statutory, including Employer’s Liability of \$100,000.00 Each Accident
\$500,000.00 Disease-Policy Limit
\$100,000.00 Disease-Each Employee

Comprehensive General Liability endorsement coverages.

Including the Broad Form C.G.L.

Premises – Operations
Bodily Injury Liability and Property Damage Liability Combined
Including:
Underground Hazard (U)

\$1,000,000 Each Occurrence
\$3,000,000 Aggregate

13. Termination

The County may terminate the Agreement for its convenience at any time upon written notice to the Contractor. the Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's Services under this Agreement.

14. Choice of Law

To ensure uniformity of the enforcement of this Agreement, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement is made and is intended to be performed in the Commonwealth of Virginia, and shall be governed by and construed in accordance with the laws of that state without regard to principles of conflicts of law.

15. Severability

If any provision of the Agreement, including this Appendix, is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Agreement, and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from the Agreement.

16. Contractual Claims Procedure

- A. Contractual claims or disputes by the Contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that the Contractor shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of the Contractor' intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not the Contractor files such written notice, the Contractor shall proceed with the Services as directed. If the Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the County concerning any pending claim, the Contractor shall promptly notify the County by written notice that the Contractor is proceeding with the Services under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the County or under a written notice of the Contractor' intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

D. The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

17. Subject to Annual Appropriation

The Agreement is subject to annual appropriation by the Board of Supervisors of the Caroline County. Neither the Agreement nor any amount due or to become due under the Agreement shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the County. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the County, shall be obligated to pay any amount due or to become due under this Agreement except from funds annually appropriated by the Board of Supervisors of Caroline County for such purpose.

In the event of non-appropriation of funds for the items under this Agreement, the County may terminate this Agreement as to the Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after such action is taken.

18. Forum Selection

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Agreement and agree that service by certified mail to the addresses set forth in the Agreement or this Appendix shall constitute sufficient service of process for any such action. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Agreement shall have jurisdiction and venue in the Circuit Court of _____ County, and shall be brought only in such Court.

19. Notices

All requests, notices and other communications required or permitted to be given under the Agreement shall be in writing and delivery thereof shall be deemed to have been made five (5) business days after such notice shall have been duly mailed by certified first-class mail, postage prepaid, return receipt requested, one (1) business day after being deposited with any nationally recognized overnight courier service, or when delivered if delivered by hand delivery, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the Contractor shall be sent to the address set forth in the Agreement, and notices to the County shall be sent to:

County Administrator
_____ County
_____, VA _____; and

Benjamin W. Emerson, Esquire
Sands Anderson PC
1111 E. Main Street, Suite 2300
P.O. Box 1998
Richmond, VA 23219

PROPOSAL FORM
RFP GENERAL REASSESSMENT SERVICES
FOR THE COUNTIES OF
ESSEX and CAROLINE, VIRGINIA

CERTIFICATION: The undersigned hereby certifies that he has read and understands the provisions of this RFP and hereby make the certifications required under Section V of the RFP. Further, the undersigned certifies that it can complete the work described in the RFP within the time specified. (Proposals not signed below will not be considered.)

Company _____

Name of Principal (Type or Print)

Address

Project Manager _____

Title _____

Telephone _____

REFERENCES: Offerors shall provide a minimum of three references on this form, with such attachments as are deemed appropriate.

1. Government/Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

2. Government/Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

3. Government/Firm Name _____

Contact _____

Title _____

Mailing Address _____

Phone _____

Required Attachments:

Offerors shall include with this Proposal a resume including past and present professional experience, references, and other relevant information, including type and condition of equipment, and number and qualification of personnel to be used in performing the work, copies of the endorsement and coverage pages of their insurance policies showing types and amounts of insurance coverage, and written verification of licensure as a general real estate appraiser with approval from the Virginia Department of Taxation to perform appraisals of the type required under this RFP.

Offerors shall submit proposed pricing for the work with their Proposal and may include in their Proposal any other information that they believe will assist the Counties in selecting a successful Offeror using the criteria set forth in Section IX of this RFP.

APPENDIX A

ACKNOWLEDGMENT OF RECEIPT AND INTENT TO PROPOSE

**COUNTIES OF ESSEX & CAROLINE
REQUESTS FOR PROPOSAL
REASSESSMENT OF REAL PROPERTY**

Please fax or e-mail this notification of receipt and intent **on or before August 29, 2019**, to info@essex-virginia.org or fax to (804) 445-8023 (see information in Section 1).

A. Acknowledgement of Receipt:

_____	Hereby Acknowledges Receipt of RFP Packet
(Company)	
_____	Print Name
_____	Authorized Signature
_____	Title
_____	Date