REQUEST FOR PROPOSAL

Issue Date: December 11, 2019

Title: General Real Estate Reassessment 2022

Issuing Public Body: Office of the County Administrator
Westmoreland County
PO Box 1000
Montross, VA 22520

Using Agency and/or Location
Where Work Will Be Performed: All Real Estate and Improvements within
Westmoreland County, Virginia

Sealed proposals will be received on January 30, 2020 until 10:00 a.m. local time for furnishing the Goods/Services described herein. The proposals will be opened at that time, and the names of the Offerors will be made public at that time.

All inquiries for project information or proposal procedures should be directed to Mr. Norm Risavi, County Administrator, at 804.493.0130.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING PUBLIC BODY ABOVE. IF PROPOSALS ARE HAND-DELIVERED, DELIVER TO: OFFICE OF THE COUNTY ADMINISTRATOR, GEORGE D. ENGLISH, SR. MEMORIAL BUILDING, 111 POLK STREET, MONTROSS, VIRGINIA 22520.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:
____________________________________
Date:______________________________

____________________________________
Name:______________________________
(Please Print)

____________________________________
By:_______________________________
(Signature in Ink)

____________________________________
Title:_____________________________

FEI/FIN No.________________________ Telephone No.:_____________________
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1. Scope of Work:

The Property Appraisal Firm, hereinafter called the “offeror”, shall assess all real estate within the boundaries of the County of Westmoreland in accordance with the Code of Virginia, general law and the Constitution of Virginia. An equitable and professional quality reassessment shall be provided with emphasis on accurately and efficiently collecting/providing the required data. The Offeror or his designee shall maintain a courteous and respectful manner toward all property owners and the general public regarding this matter. There are approximately 29,450 parcels (and 649 mobile homes) assessed at this time. The breakdown is as follows:

<table>
<thead>
<tr>
<th>Type</th>
<th>Number</th>
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</thead>
<tbody>
<tr>
<td>Taxable Parcel</td>
<td>29,450</td>
</tr>
<tr>
<td>Non-Taxable Parcel</td>
<td>550</td>
</tr>
<tr>
<td>Manufactured Mobile Homes</td>
<td>649</td>
</tr>
</tbody>
</table>

Basic Work to be Performed is as Follows:

A. Conduct a 100% uniform reassessment of all real property at Fair Market Value.

B. Personal inspection shall be done for all new construction. A review shall be made on all other parcels with close attention being made to properties with public sewer available.

C. All appraisals shall be in keeping with good recognized appraisal practices.

D. The Professional Assessor, qualified by the Virginia Department of Taxation to conduct all work, shall instruct, supervise and direct all research assistants in connection with the reassessment program.

E. Assure that values are reasonable, equalized and correlated.

F. Conduct comprehensive sales data analysis of any real property.

G. Verify and appraise all mobile homes including, but not limited to the make, size, condition, model, year, owner, location and tax map number. (See Attachment A)

H. Tape (measure) and sketch each new residence and/or other major improvements. Ascertain the quality of construction and structure both interior/exterior by inspection, if needed.

I. Contractor may be required to meet with and review all appraisals with the Board of Equalization and work with other County officials.

J. All values shall remain confidential until “Notices of Reassessment” are mailed out to all property owners.

K. Coordinate all activities with the Commissioner of the Revenue’s Office, pointing out any substantive mapping errors.

L. Attend public information sessions and any training sessions directed by the County Administrator.
M. Furnish competent witnesses to support reassessment data in the event of appeal to the Courts.

N. All appraisal work must be completed by December 31, 2021.

O. Provide testimony, as needed, in any proceedings which may contest the assessment(s) made.

II. General Duties and Responsibilities of Assessors:

A. Complete and perform a uniform independent reassessment of all real taxable and non-taxable property within the County of Westmoreland, Virginia. The completion date is February 28, 2022. The values shall be established at 100 percent (100%) of the fair market value by established professional appraisal methods.

B. Provide a State Certified Professional Assessor, approved by the Department of Taxation, to oversee the reassessment. All data entry personnel will be provided by the Contractor.

C. The Commissioner of the Revenue’s office will provide the professional assessor a copy of current Real Estate Field Sheets to be used for reassessing/identifying existing parcels; any changes will be made in red only. The professional assessor will use Westmoreland County’s Data Collection Forms on all “newly created parcels” to collect field data.

D. Conduct a valid Sales Survey to formulate current market values in Westmoreland County. A copy shall be provided to the County Administrator on or before June 1, 2021. (See Attachment A).

E. Verify all information on field sheets from the Commissioner of the Revenue’s office on each parcel and update current market values.

F. Provide a general reassessment manual which explains the principles used in your uniform property evaluation and a copy of your “Sales Survey” on Westmoreland County property, both with a “Table of Contents”. The manual will contain a procedure of appraisal process for rating homes in terms of location, County utilities/amenities, quality, type, construction and overall workmanship. Also, include data on replacement cost and depreciation. A land schedule will also be required.

G. Appraisal gathering process must directly interface and be compatible with Westmoreland County Commissioner of Revenue’s computer system.

H. Locate and appraise all mobile homes (single, double, etc.) whether personal property or real estate; provide tax map and parcel numbers.

I. Assess all signage and determine ownership whether personal property or real estate.

J. Firm should have access to current ASCS aerial photographs and NOAA (U.S. Geological Survey) Maps to help in appraising farmland and woodland in determining and verifying certain characteristics such as waterfront, wetlands, open, cut-over and/or wooded features.
K. Prior to the actual field work the assessor shall meet with the Planning Director and other County officials to review and become more familiar with the Chesapeake Bay Preservation Ordinance of Westmoreland County, Virginia.

L. Provide useful, current, and accurate information (data) in a format that is compatible for and interfaces with computer software utilized by Westmoreland County Commissioner of Revenue’s office.

M. Obtain E-911 addresses for all new properties on field appraisal sheets.

N. Provide digital photographs of all improved properties over $5,000.

O. Familiarity with automated data processing and the ability to update Westmoreland County’s “valuation schedules” utilizing the County’s software computer logic is essential (BAI Municipal Software Commissioner/Assessments Module).

P. Provide verified updated Field Data Sheets on a monthly basis, evenly prorated between May 2021 and December 2021.

Q. Assist in the design and preparation of all public notices in accordance with the Code of Virginia regarding reassessment.

R. Verify all final values and data printed on our Real Estate Field Sheets for 2021.

S. Approve and sign the Reassessment Land Books after completion of Assessor’s hearings.

T. The signed Reassessment Land Book shall be filed with the Circuit Court Clerk and all copies are then delivered to the Commissioner of the Revenue.

U. Provide qualified witnesses to testify in proceedings of disputed values.

III. Westmoreland County’s Responsibilities to Provide:

A. Compensation as per executed contractual agreement

B. Access to public records in the Commissioner of the Revenue and Clerk of the Circuit Court offices.

C. County tax maps and all pertinent local ordinances;

D. Office space and necessary furniture;

E. Telephone service;

F. Mailer, “Notice of Reassessment” mailed out

G. Postage for all notice of reassessments.
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
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<tbody>
<tr>
<td>January 30, 2020</td>
<td>Proposal deadline (10:00a.m.). Make public names of Offerors submitting proposals.</td>
</tr>
<tr>
<td>February 3-7, 2020</td>
<td>Evaluate Request for Proposals. Issue Intent to Award.</td>
</tr>
<tr>
<td>February 10, 2020</td>
<td>Board of Supervisors makes an AWARD.</td>
</tr>
<tr>
<td>February 18, 2020</td>
<td>Contract is signed.</td>
</tr>
<tr>
<td>March 1, 2020</td>
<td>Assessor begins work and conducts “Valid Sales Survey Statistical Study” due June 1, 2021.</td>
</tr>
<tr>
<td>December 2, 2020</td>
<td>Update “Schedule of Values.”</td>
</tr>
<tr>
<td>February 1, 2021</td>
<td>Assessor to begin turning in completed field work.</td>
</tr>
<tr>
<td>August 1, 2021</td>
<td>Assessor completes field work.</td>
</tr>
<tr>
<td>August 16, 2021</td>
<td>New construction permits to be reviewed.</td>
</tr>
<tr>
<td>January 1, 2022</td>
<td>A second sales analysis is performed (based on available 2021 sales) and results reviewed with county officials.</td>
</tr>
<tr>
<td>January 2022</td>
<td>Board of Equalization may be appointed by the Circuit Court.</td>
</tr>
<tr>
<td>January 2022</td>
<td>Notice of Reassessment is mailed. Post advertising of Public Notice.</td>
</tr>
<tr>
<td>January 2022</td>
<td>Begin Public Assessor’s Hearings (approx. two weeks).</td>
</tr>
<tr>
<td>February 28, 2022</td>
<td>Reassessment completed and Assessor shall sign verified 2022 Reassessment Book(s).</td>
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V. **Proposal Pricing Schedule (should cover the following format):**

A. Overall Base Price without an Appointed Board of Assessors (i.e., the Offeror provides the Professional Assessor).

   This includes classification of homes as to construction, quality, workmanship and updating all unfinished new construction as of November 1, 2021.

   $__________ per parcel

B. My total, not to exceed turnkey price, regardless of the number of parcels is:

   $__________________

**Supplementary Services** (additional cost/parcel/copy)

C. Reassessment Manual

   (a schedule of value, explanation of approach in appraising with “table of contents”). Minimum of three copies.

   $___________ per copy

D. Additional Cost(s), must be itemized and explained in detail.

   $___________ per parcel

VI. **Submittal/Presentation:**

Proposers must submit one (1) original and four (4) signed copies of the proposal to the County Administrator’s Office, County of Westmoreland, P. O. Box 1000, Montross, VA 22520, no later than 10:00 a.m. local time, January 30, 2020.

All proposals should be delivered in an envelope clearly marked “Reassessment 2022 Proposal.”

A. **Title Page:**

   Show the subject, the name of the proposer’s firm, local address, telephone number, name of the contact person and date.

B. **Table of Contents:**

C. **Letter of Transmittal:**

   A statement by the prospective Offeror of his understanding of the project and description of the General Reassessment.
D. **General Requirements:**
Proposals shall be signed by an authorized representative of the Offeror. All requested information must be presented; failure to do so might result in the proposal being considered non-responsive and, thus rejected.

Proposals should be prepared in a simple, economical and straightforward manner with emphasis on completeness and clarity.

Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

E. **Specific Requirements:**
Proposals should be as thorough and detailed as possible, such that the Offeror’s capabilities to provide the required services may be properly and fully evaluated. Offerors are required to submit the following items with a complete proposal:

- Listing of company facts, name, location and principals;
- Qualifications of staff (resume, etc.) assigned to projects;
- A company profile or history and relevant experience, licenses, current projects and work load that would affect the Offeror’s ability to perform this reassessment.

F. **Oral Presentation:**
Offerors who submit a proposal in response to this RFP may be required to give an oral or written clarification of their proposal to the Evaluation Committee. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. If there is an oral presentation, it is to be at the Offeror’s expense. The County of Westmoreland will schedule the time and location of this presentation.

G. **Revisions/Additions to the RFP:**
Revisions or additions to this Request for Proposal shall be at the sole discretion of the public body. In the event it becomes necessary to revise any part of this Request for Proposal, revisions will be mailed by the issuing office to all Offerors to whom the initial Request for Proposal was mailed or by whom the initial Request for Proposal was requested.

**VII. Evaluation Criteria & Award Process:**

A. **Evaluation Criteria:**

The following criteria will be considered, and are given in priority order:

1. Willingness to use Westmoreland County forms and software, where appropriate, to enter field information; willingness to adopt appraisal techniques to also conform to the County’s computer calculation logic;
2. Prior experience assessing varying types of land and its uses in Virginia, i.e. from agricultural, commercial, residential and rural, to waterfront, with a favorable response from Counties with similar demographics;

3. Offeror’s understanding of the County’s needs and the general presentation of his offer;

4. The completeness of the Offeror’s proposal;

5. Qualification of managers, appraisers and field appraisers;

6. Time proposed to complete the Reassessment;


B. Evaluation and Award of Contract:
   Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluation factors stated in the Requests for Proposal. Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror selected, the Evaluation Committee shall select the Offeror which, in their opinion, has made the best proposal, and award the contract to the Offeror.

C. Request for Proposal Process:
   This Request for Proposal is part of a competitive procurement process that helps to serve the County’s best interest. It also provides firms with a fair opportunity for consideration. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the services being procured can be precisely described and price is generally the determinant factor. With competitive negotiation, on the other hand, price is not required to be the determinant factor, although it may be; the County has the flexibility it needs to negotiate with one or more firms to arrive at a mutually agreeable relationship.

D. Rejection of Proposals:
   The Public body may cancel this Request for Proposal 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. Should it be determined in writing 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.

E. Obligations of Offeror:
   By Submitting a proposal, the Offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligations and that they will not make any claim for, or have right to, cancellation or relief from the contract because of any misunderstanding or lack of information.

F. Contract:
   The award documents shall be a contract incorporating, by reference, the terms and conditions of
the Request for Proposal and the Offeror’s proposal as negotiated. The contract shall be awarded by the Westmoreland County Board of Supervisors.

G. **Method of Payment:**
The County will pay the Contractor (Professional Assessor) on a monthly basis of actual reassessed or newly assessed parcels as verified and certified complete and furnished to the County in accordance with the agreed upon **Pricing Schedule and Timetable of Events**.

VIII. **General Terms and Conditions:**

A. **Vendor’s Manual:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor’s Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety.

B. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Courts of Westmoreland County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. **Anti-Discrimination:** By submitting their bids or proposals, Bidders or Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Virginia Public Procurement Act which provides:

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

1. **During the performance of this contract, the Contractor agrees as follows:**
   - The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin as 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 non-discrimination clause.
   - 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.
   - Notices, advertisements and solicitation placed in accordance with federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.

2. **The Contractor will include the provisions of 1 above in every subcontract or purchase order over $10,000, so that the provisions will be binding**
upon each sub-contractor or vendor.

D. **Ethics in Public Contracting**: By submitting their bids or proposals, Bidders or Offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.

E. **Immigration Reform and Control Act of 1986**: By submitting their bids or proposals, the Bidders or Offerors certify that they do not, and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

F. **Debarment Status**: By submitting their bids or proposals, Bidders or Offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

G. **Antitrust**: By entering into a contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under said contract.

H. **Mandatory Use of County Form and Terms and Conditions**:

1. **Invitation for Bids**: Failure to submit a bid on the official County form provided for that purpose shall be a cause for rejection of the bid. Modification of, or additions to any portion of the invitation for bid may be cause for rejection of the bid; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the County may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. **Request for Proposals**: Failure to submit a proposal on the official County form provided for that purpose may be a cause for rejection of the proposal. Return of the complete
document is required. Modification of, or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **Clarification of Terms:** If any prospective Bidder or Offeror has questions about the specifications or other solicitation documents, the prospective Bidder or Offeror should contact the Westmoreland County Administrator no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the County Administrator.

J. **Precedence of Terms:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

K. **Invoices:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number.

L. **Payment Terms:** Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days however.

M. **Qualifications of Bidders or Offerors:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder’s or Offeror’s physical facilities prior to award to satisfy questions regarding the Bidder’s or Offeror’s capabilities. The County further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy the County that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the items(s) contemplated therein.

N. **Testing and Inspection:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

O. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

P. **Changes to the Contract:** Changes can be made to the contract in any one of the following ways:

1. The County Administrator may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon
receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County of Westmoreland a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounting for the number of units of work performed, subject to the County Administrator’s right to audit the Contractor’s records and/or to determine the correct number of units independently; or

c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County Administrator with all vouchers and records of expenses incurred and savings realized. The County Administrator shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County Administrator within thirty (30) days from the date of receipt of the written order from the County Administrator. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendor’s Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County Administrator or with the performance of the contract generally.

2. The parties may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

Q. **Default**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

R. **Use of Brand Name**: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders or Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public
body, in its sole discretion, determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder or Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogue cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid that the product offered is an “equal” product, such bid will be considered to offer the brand name product referenced in the invitation.

S. Taxes: Sales to the County are normally exempt from state sales tax. State Sales and Use Tax Certificates of Exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes.

T. Transportation and Packaging: By submitting their bids or proposals, all Bidders or Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon 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 legibly marked or labeled on the outside with purchase order number, commodity description and quantity.

IX. Special Terms and Conditions:

A. Availability of Funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available, subject to appropriation by the Board of Supervisors for the purpose of this agreement.

B. Bid/Proposal Acceptance Period: Any bid/proposal resulting from this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

C. Termination of Contract: The County Administrator reserves the right to terminate the Contract, in whole or in part, for the convenience of the County, including but not limited to, the right to terminate the design criteria, preliminary design, construction documentation, bidding, contract award, inspection and contract administration phases.

Termination for the convenience of the County shall require no breach of contract by the consultant as a condition, and may be done at the sole unconditional discretion of the County Administrator. Upon notice that all or part of the contract has been terminated for the convenience of the County, the consultant shall immediately cease all work on any portions of the contract terminated. All work products generated by the consultant shall be delivered to the
County Administrator upon request, whether completed or uncompleted, and shall be the property of the County Administrator to use as he may deem fit. If the contract is terminated for the convenience of the County, the Consultant shall be paid for work done to the date of the termination, but shall not be entitled to any payment for the terminated portions, including lost profits.

D. **Identification of Bid/Proposal Envelope:** The signed bid/proposal should be returned in an envelope or package, sealed and clearly identified as “Reassessment 2022 Proposals”.

If a bid/proposal is not contained within an envelope clearly identified as described above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid or proposal to be disqualified. Bids/Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other Bids/Proposals should be placed in the envelope.

E. **Indemnification:** Contractor agrees to indemnify, defend and hold harmless the County, 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, goods, or equipment or any kind or nature furnished by the Contractor, any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

F. **Insurance:** By signing and submitting a bid or proposal under the solicitation, the Bidder/Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the County reserves the right to require the Contractor to furnish certificates of insurance for the coverages required by the County as indicated.

**Insurance Coverages Required:**

- Worker’s Compensation - Standard Virginia Workers’ Compensation Policy.
- Broad Form Comprehensive General Liability $1,000,000 Combined Single Limit, **with the County named as additional insured**, prior to award. When maintenance is being contracted for automobiles or unlicensed motor vehicles, a Garagekeeper’s Legal Liability policy and Garage Liability policy will be in effect. The coverage shall include:
  - Premises - Operations; Products/Completed Operations; Contractual; Independent Contractors; Owners and Contractor’s Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.);
  - Automobile Liability - $1,000,000 Combined Single Limit.
G. **Prime Contractor Responsibilities**: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

H. **Sub-Contractors**: No portion of the work shall be subcontracted without prior written consent of the County Administrator. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County Administrator with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

I. **Contractor’s Personnel**: All personnel used in field assessments must be approved by the County Administrator. In order to maintain good continuity, the field assessors who start the project shall finish the project. The Contractor shall provide a list of assessor teams. Each team member must carry proper identification, wear a name tag and an appropriate company uniform. Vehicles shall be specially marked for a higher degree of public visibility.

J. **Ownership of Materials**: Ownership of all data, material and documentation originated and prepared pursuant to the Request for Proposal shall belong exclusively to the County of Westmoreland, Virginia and is 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 Act; however, the Offeror must invoke protection of this section prior to or on submission of the data or other materials, and must narrowly specify and identify the data or other materials to be protected and state the reason why such protection is necessary.

K. **Performance Payment Bonds**: The successful Offeror shall deliver to the County Administrator an executed Virginia Standard Performance Bond in the sum of 100% of the Base Price Per Parcel (x) 30,000 parcels, with Westmoreland County 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.

L. **Liquidated Damages**: All field assessments shall be completed and delivered not later than August 1, 2021. It is understood and agreed by the Bidder/Offeror that time is of the essence in the delivery of Assessor’s services and quality specified in the bid/proposal document. In the event these specified services are not delivered by the date specified (August 1, 2021 - See Section IV) there will be deducted, not as a penalty but as liquidated damages, the sum of $\$\ldots\$ one half (½) the Base Per Parcel for each parcel delayed beyond the time specified, except that if the delivery be delayed by any act, negligence or default on the part of the County, public enemy, war, embargo, or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable
extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, the County Administrator may extend the time for performance of the contract or delivery of goods herein specified at the County Administrator’s sole discretion, for good cause shown.

M. **Retainage:** The owner reserves the right to hold ten percent (10%) in retainage until final completion and acceptance of the signed Reassessment Land Book(s) by the Circuit Court Clerk of Westmoreland County.

N. **Bidder/Offeror Understanding of Requirements:** It is the responsibility of each Bidder/Offeror to inquire about and clarify any requirements of this solicitation that are not understood. The County will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the County Administrator. Bidders/Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of bids/proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all Bidders/Offerors who have indicated an interest in responding to this solicitation. Your signature on your bid/offer certifies that you fully understand all facets of this solicitation. These questions may be sent by FAX to (804) 493-0134.

O. **Modification of Contract:** The County Administrator may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than $15,000 or 25%, whichever is greater, without the advance written approval of the County Administrator or his designee. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the County Administrator:

1. The written modification shall stipulate the mutually-agreed price for the specific addition to/deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.

2. The written modification shall stipulate the number of unit quantities added to/deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.

3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as the County Administrator may direct, a correct account of the cost of the change, together with all vouchers therefor. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the County Administrator and the Contractor.

P. **Contractual Disputes:** In accordance with the Code of Virginia, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Westmoreland, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the County
Administrator named on the first page of this solicitation.
Outline of Land Sales Analysis:

Land Class:
- Lot
- Residential
- Open
- Wooded
- Commercial
- Industrial
- Ponds
- Horticulture
- Rip Rap

Each Land Class should then be categorized by:

Location – Subdivision, rural land, town, tidal waterfront, not-tidal waterfront, and no tidal waterfront, public sewer available, no public sewer available, zoning, non-perk..

Improved Properties:

Dwelling by Grade, effective age, condition, and location: Waterfront, Non-waterfront, Rural, Subdivision, Town.

Doublewides: Effective Age

Singe-wide: Effective Age

Commercial & Industrial: by type

Each Category will need to show the following ratios:
- Present percent (%) of market. Percentage of Market
- Percent of Market using the newly developed land schedules and building rates
- Percent of Increase

A final Sales Analysis will be performed in January 2022 using 2021 real estate sales. Review with the County’s staff will be made before notices are mailed on all real estate and real & personal manufactured homes.