



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

February 7, 2018, at 4:00 pm

TAB AGENDA ITEMS

1 - CALL TO ORDER

2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

4 – COUNTY ADMINISTRATOR’S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

None.

7 – ACTION MATTERS

- N General Reassessment Services of Real Property Contract—Cyndi Toler, Purchasing Officer
- O Farm Heritage Museum Amendment to Project Agreement #8—Cyndi Toler, Purchasing Officer
- P Appointment/Reappointment to the FUSD Advisory Committee—Steven M. Nichols

8 – PRESENTATIONS (normally not to exceed 10 minutes each)

- Q 2017 Board of Equalization Report---Everett Hannah, BOE Member
- R Tourism Strategic Plan—Jason Smith, Community and Economic Development Director

9 – CONSENT AGENDA

- Minutes of December 20, 2017—Kelly Belanger Harris, Clerk to the Board
- T Minutes of January 10, 2018—Kelly Belanger Harris, Clerk to the Board
- U New Human Resources Manager Salary—Steven M. Nichols, County Administrator
- V FY18 Schools Insurance Claim –Dodge Journey—Mary Anna Twisdale, Management Analyst

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

FY18 County Administrator’s Budget Proposal

Fiscal Year 2019 Budget Proposal and FY 2020-2023 Projected Budgets (*The Five-Year Financial Plan*) –
Steve Nichols, County Administrator

FY19 Revenues and Expenditures – Eric Dahl, DCA / Finance Director

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13 – CLOSED MEETING

TBD

14 – ADJOURN



Digitally signed by Steven M.
Nichols
Date: 2018.02.01 20:11:36
-05'00'

County Administrator Review

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*For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
For Persons with Disabilities – If you have special needs, please contact the County Administrator's Office at 591-1910.*

PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one nation, under God, indivisible,
with liberty and justice for all.

ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.
3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

PUBLIC HEARING RULES OF PROCEDURE

1. PURPOSE
 - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
 - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
 - Speakers should approach the lectern so they may be visible and audible to the Board.
 - Each speaker should clearly state his/her name and address.
 - All comments should be directed to the Board.
 - All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
 - Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
 - Speakers with questions are encouraged to call County staff prior to the public hearing.
 - Speakers should be brief and avoid repetition of previously presented comments.
3. ACTION
 - At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
 - The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
 - Further public comment after the public hearing has been closed generally will not be permitted.

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**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB

MEETING DATE:	2/7/18				
AGENDA TITLE:	GENERAL REASSESSMENT SERVICES OF REAL PROPERTY CONTRACT				
MOTION(s):	I move the Board of Supervisors approve the contract between Fluvanna County and Pearson's Appraisal Service, Inc., for GENERAL REASSESSMENT SERVICES of real property and improvements within the county with the first to become effective as of January 1, 2019, and the second to become effective on January 1, 2021 and further authorize the County Administrator to execute the agreement subject to the County Attorney approval as to form.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		x			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • RFP issued December 1, 2017 and closed December 28, 2017 • Only one submission received - Pearson's Appraisal • Our current contractor informed the Commissioner of Revenue that they did not bid on the project because they will be closing their doors. • We chose to not repost the solicitation because <ul style="list-style-type: none"> ○ Commissioner of Revenue deemed that Pearson's Appraisal pricing was reasonable, ○ and they came highly recommended by both our current contractor and other jurisdictions that use them. • Cost Proposal: <ul style="list-style-type: none"> ○ For any first-time assessments of new construction in years 2017 to 2020 – \$32.00 per parcel; ○ For that 2019 Administrative Review Reassessment – \$8.75 per parcel; and ○ For that 2021 General Reassessment (including on-site review and digital images) – \$13.00 per parcel. • Reassessment schedule is as follows <ul style="list-style-type: none"> ○ Year 1 – Administrative general reassessment of all property, focusing on both sales data and any new construction (2018) ○ Year 2 - Effective January 1, 2019 (equalized tax rate) ○ Year 3 - Full general reassessment with all new and existing properties viewed and photographed (2020) ○ Year 4 - Effective January 1, 2021 (equalized tax rate) 				

FISCAL IMPACT:	<ul style="list-style-type: none"> · For any first-time assessments of new construction in years 2017 to 2020 – \$32.00 per parcel; · For that 2019 Administrative Review Reassessment – \$8.75 per parcel; and · For that 2021 General Reassessment (including on-site review and digital images) – \$13.00 per parcel. 				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x		x		

COUNTY OF FLUVANNA, VIRGINIA
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY CONTRACT

This General Reassessment Services of Real Property Contract (the “**Contract**”), is made this ___ day of _____, 2018, between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**County**”), and Pearson’s Appraisal Service, Inc., a Virginia corporation (“**Contractor**”).

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree to as follows:

I. SCOPE OF SERVICES: The Contractor shall provide all of the labor, materials, services, deliverables, and work necessary to or required to (i) complete the general reassessment services for real property in Fluvanna County, Virginia, including without limitation a General (Administrative Review) Reassessment for 2019 and a General Reassessment for 2021, (ii) meet or exceed all of the requirements, obligations, and provisions of the Request for Proposal(s) #2018-02 entitled “General Reassessment Services of Real Property”, issued December 1, 2017, attached hereto as **EXHIBIT 1** (the “RFP”), which is incorporated herein by reference as a material part of this Contract; and (iii) meet or exceed all of the requirements, obligations, and provisions and perform all of the services and work outlined in the Contractor’s Response to the RFP dated December 19, 2017, attached hereto as **EXHIBIT 2** (the “Response”), which is incorporated herein by reference as a material part of this Contract (collectively (i), (ii) and (iii) supra are hereinafter referred to as the “Services”). The Contractor is required to meet or exceed all requirements, specifications and terms of the RFP including, but not limited to, those provisions on pages 2 through 19 of the RFP, being provisions 3 entitled “3. Statement of Needs” through and including provision 32 entitled “32. General Reassessment Statement of Needs” of the RFP and the requirements of the County of Fluvanna’s General Terms, Conditions and Instructions to Bidders and Contractors attached to the RFP as pages 26 through and including page 49 (the “County’s General Terms”). The Contractor is required to perform the following services and work in a good and workmanlike manner of the highest professional standards and so as would pass without exception in the industry. Contractor agrees to adhere to that “Tentative Schedule with Project Chronology for Reassessment January 1, 2019” on pages 30-31 of its Response and to that “Tentative Schedule with Project Chronology for Reassessment January 1, 2021” on pages 33-34 of its Response (collectively the “Service Schedules”), time being of the essence for all tasks described therein (notwithstanding the titles which contain the word “tentative”). Notwithstanding the foregoing, if the RFP requires a portion of the Services be completed by a specific date and such date is prior to any date for completion set forth in the Service Schedules, the RFP deadline shall control. Time is of the essence for all services and work to be provided under this Contract. Those portions of the Services related to or required for the 2019 General (Administrative Review) Reassessment are sometimes referred to herein as the

“2019 Reassessment”. Those portions of the Services related to or required for the 2021 General Reassessment are sometimes referred to herein as the “2021 Reassessment”.

II. COMPENSATION: In accordance with that “Cost Proposal for Reassessment Services” being page 6 of the Response the Contractor will be paid as follows:

For any first-time assessments of new construction in years 2017 to 2020 – \$32.00 per parcel;

For that 2019 Administrative Review Reassessment – \$8.75 per parcel; and

For that 2021 General Reassessment (including on-site review and digital images) – \$13.00 per parcel.

The Contractor shall invoice the County annually for any first-time assessments of new construction services provided in the prior calendar year on or after the 1st of January each year during the Contract term (with the first invoice to be on or after January, 2019) after the Completion Date of such services. The Contract Term shall begin on the date this Contract is signed by the County and shall terminate when all Services have been provided unless earlier terminated by the County as permitted hereunder.

The Contractor shall invoice the County for those Services related to the 2019 Reassessment after the Completion Date of such 2019 Reassessment Services.

The Contractor shall invoice the County for those Services related to the 2021 Reassessment only after the Completion Date of all Services required under this Contract (including without limitation those Services related to the 2021 Reassessment). It is specifically understood that the final payment under this Contract for those Services relating to the 2021 Reassessment shall not be due or owing until all Services required under this Contract has been completed in full compliance with this Contract, the County’s General Terms, the Response and the RFP to the sole satisfaction of the County.

Payments shall be due within forty-five (45) days of receipt of a valid invoice by the County. All such payments shall be made in accordance with Section 47 “Payment” of the General Terms. The date that all Services, or portions thereof if so specified above, are completed in full compliance with this Contract, the County’s General Terms, the Response and the RFP to the sole satisfaction of the County is the “**Completion Date**”

III. OTHER CONTRACT TERMS: The County’s General Terms are specifically made a part hereof and incorporated herein by reference. In the event of a direct conflict, this Contract shall control over any exhibit hereto. Whenever possible this Contract and all exhibits shall be read together. The order of precedence for the exhibits is as follows: (i) County’s General Terms; (ii) Response; and (iii) RFP. With (i) controlling over (ii) and (iii) in the event of a direct conflict, and so forth.

IV. PERIOD OF PERFORMANCE: The term of this Contract shall begin immediately upon signature by the County and shall end upon the completion of all the Services required under the Contract, in accordance with the Service Schedules. The Services related to the 2019 Reassessment shall be completed to the sole satisfaction of the County as required by the RFP and Response no later than December 31, 2018. The work and services related to the 2021 Reassessment shall begin no later than October 1, 2018 and shall be completed to the sole satisfaction of the County as required by the RFP and Response no later than December 31, 2020. If the County is not satisfied with any of the work or services related to the 2019 Reassessment for any reason in its sole discretion then the County may terminate this Contract upon written notice to the Contractor no later than December 31, 2018 and all the rights, responsibilities and obligations of the parties with respect to the 2021 Reassessment shall terminate, be null and void and of no further force or effect. Specifically, no payments shall be owed to the Contractor for the portions of the work and services related to the 2021 General Reassessment Project, including, but not limited to, the base price of \$13.00 per parcel for such 2021 Reassessment. This shall be in addition to any rights of termination the County has under this Contract or the General Terms, Conditions and Instructions to Bidders and Contractors.

V. MISCELLANEOUS. The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. In addition to allowing electronic signatures upon an electronic copy of this Contract, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Contract, together with exhibits hereto, contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Contract. The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

If to County:

County of Fluvanna
Attn: Ms. Cyndi Toler
132 Main Street
Palmyra, VA 22963

With a Copy to:
Fluvanna County Attorney
Mr. Frederick W. Payne
414 East Jefferson Street
Charlottesville, VA 22902

If to Contractor:

Pearson’s Appraisal Service, Inc.
Attn: Mr. Fred W. Pearson
P.O. Box 36404
Richmond, VA 23235

Witness the following duly authorized signatures and seals:

Pearson’s Appraisal Service, Inc.
a Virginia corporation

Fluvanna County,
a political subdivision of the
Commonwealth of Virginia

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

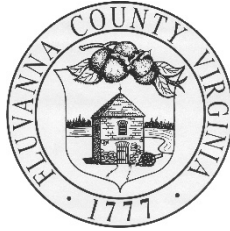
Title: _____

Date: _____

Date: _____

Approved as to Form:

Fluvanna County Attorney



COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2018-02
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY

Issue Date: December 1, 2017

Due Date: December 28, 2017 at 2 p.m. EST

Procurement Contact:

County of Fluvanna
Cyndi Toler, Purchasing Officer
132 Main Street
P.O. Box 540
Palmyra, VA 22963
Ph: (434) 591-1930 ext. 1124
Email: ctoler@fluvannacounty.org

All sealed proposals shall be turned in no later 2:00 p.m. EST, Thursday, December 28, 2017. All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above. Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.

Proposal documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 2nd floor, Palmyra, VA 22963 or by clicking on the following link: <http://www.fluvannacounty.org/services/finance/procurement/solicitations>.

1. PURPOSE

- A. The Fluvanna County Board of Supervisors is requesting sealed proposals from qualified firms to perform reassessment services on real properties located within Fluvanna County. The firm shall have the necessary expertise in the field of property reassessment services.
- B. The purpose of this Request for Proposal ("RFP") is to solicit sealed proposals to establish a contract through competitive negotiations with one (1) qualified firm to perform two General reassessments of all real property at its fair market value in money as of January 1, 2019, and January 1, 2021, as stated in Section 58.1-3201 of the Code of Virginia. All services shall be provided in accordance with the specifications contained herein and attached hereto. The first General reassessment (Jan 1 2019) will entail an administrative review of all property and sales since 1/1/17 and onsite visits with pictures of any new construction since last reassessment. The second General reassessment will include onsite visits with pictures of all county real estate parcels.

2. BACKGROUND

- A. The County of Fluvanna is located in the central Piedmont region of Virginia, approximately one hundred eighteen miles (118) miles southwest of Washington, DC, and sixty-five (65) miles west of Richmond, Virginia. The County encompasses a land area of approximately 290 square miles, with an estimated 2012 population of 25,967. Fluvanna County is surrounded by several other local jurisdictions including the Counties of Albemarle, Louisa, Buckingham, Cumberland, and Goochland.
- B. The work performed shall include a field visit and inspection of all parcels and mobile homes. The following chart shows a breakout by parcel as of January, 1, 2017

Parcel – By Class	2017 Parcel Count
Commercial (R4)	194
Residential (R1-3)	13641
Agricultural (R5-6)	1,653
Tax Exempt (E70-79)	469
Mobile Homes	355
Total Taxable Parcels	16312

3. STATEMENT OF NEEDS

- A. In accordance with Section 58.1-3254 of the Code of Virginia (all Code of Virginia references are to the Code of Virginia 1950, as amended), the Fluvanna County Board of Supervisors (hereinafter the “County” or “BOS”) has directed that there be two General reassessments of real estate in the county. Such reassessments shall include all taxable and tax-exempt properties with the improvements and buildings thereon, if any, and shall be based upon Fair Market Value. All manufactured housing/mobile homes must be assessed in the same manner as real estate.
- B. The Fluvanna County Board of Supervisors is seeking the services of a fully qualified and experienced appraisal firm to provide such Administrative and General, reassessment services. The successful Offeror shall demonstrate their ability to provide a qualified person to be appointed as the County’s Professional Assessor and to be certified by the Virginia Department of Taxation, as required by Section 58.1-3275 of the Code of Virginia. The successful Offeror shall demonstrate extensive knowledge of the assessment requirements as set out in the Code of Virginia, 1950, as amended. The successful Offeror shall demonstrate knowledge of Fluvanna County, shall have proven experience in the evaluation of residential, rural, and other properties similar to those located in the County, and shall demonstrate knowledge of property values in the surrounding areas. The intent of these specifications is to have all real property assessed at its fair market value in money as stated in Section 58.1-3201 of the Code of Virginia. “All general reassessments or annual assessments in those localities which have annual assessments of real estate, except as otherwise provided in Section 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.”

- C. The reassessments 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.
- D. All procedures shall be in accordance with all applicable law including without limitation Section 58.1-3200 et seq. of the Code of Virginia, relating to the assessment of property. The Commissioner of Revenue will review all decisions as to procedure followed and forms used. Under this contract, the Offeror is responsible for advising the County as to the current market value of each item of property assessed.
- E. Appraisals shall be based on a thorough study of actual market sales and construction costs covering the period beginning January 1, 2017 through March 31, 2018 in Fluvanna County. The Offeror will conduct this study **prior** to beginning any field appraisals. The completed study will become property of Fluvanna County.
- F. To be appointed to perform the reassessment by the BOS, the Offeror shall be certified as a qualified assessor by the Virginia Department of Taxation, and shall serve as the County Assessing Officer during the reassessment and through any appeal process relating to the January 1, 2019 and January 1, 2021 assessments, respectively. The Offeror's duties include but are not limited to, the following:
 - i. The Offeror shall appraise all property entitled to classification under Section 58.1-3230 of the Code of Virginia at its fair market value without easement in money.
 - ii. The Offeror 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 consistent with the need of Commissioner of the Revenue to apply easement values.
 - iii. 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.
 - iv. The Offeror 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 Section 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 County review and approval.
 - v. The Offeror shall appraise manufactured homes in accordance with Section 58.1-3522 et seq. of the Code of Virginia. Manufactured homes which have been converted to real property pursuant to Section 46.2-653.1 of the Code of Virginia shall be treated as real property as required thereunder.

4. STATEMENT OF WORK

A. Mobile Home Assessments

- i. 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 Offeror shall collect the data on field sheets and record the data in the County's CAMRA application using the same methodologies as used for residential housing.
 - 1. **The following conditions should help in this real property test:**
 - a. Is it a single wide mobile home?

- b. Has been underpinned, crawl space enclosed, or with additions or improvements in excess of \$10,000 valuation?
- c. Other similar condition that may reflect the owner's intent to make permanent?
- ii. 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 Offeror.
- iii. Using the County provided mobile home assessment field sheet, the Offeror shall collect data and assess all non-permanent double wide and single wide mobile homes. The Offeror will also document the current use (i.e., housing, storage, dog kennel, etc.) of each mobile home.
- iv. Although these non-permanent structures are not real property, for tracking purposes, the Offeror will enter these structures into the CAMRA application with zero value and the appropriate code indicating the mobile home usage.
- v. 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.

5. Status Reports

- A. The Offeror shall at a minimum provide quarterly status reports to County Administration and at request present these reports to the BOS.
- B. The Offeror at a minimum provide monthly status reports to the Commissioner of the Revenue 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.
- C. The format of both the BOS and the County status reports shall be mutually agreed upon by the County and the Offeror. Suggested formats may be put forth in the Offeror's proposal.
- D. For those tasks not progressing on schedule, the Offeror shall provide within these reports adequate explanations and recommended corrective actions. Any corrective action taken shall be mutually agreed upon by the Offeror and the County.

6. Quality of Work

- A. The Offeror's quality of work performed is of the utmost importance in this contract. To that end, the County requires the ratio studies results fall within the following uniformity relative to coefficient of dispersion (COD).
 - i. R1 and R2 class CODs within a neighborhood or a group of homogeneous neighborhoods shall not exceed twelve percent (12%) for both vacant and improved properties.
 - ii. R3 and R4 class COD within a neighborhood or a group of homogeneous neighborhoods shall not exceed fifteen percent (15%) for both vacant and improved properties.
 - iii. R5 and R6 class CODs within a neighborhood or a group of homogeneous neighborhoods shall not exceed fifteen percent (15%) for both vacant and improved properties.
 - iv. Newer mobile home CODs shall not exceed twelve percent (12%) and older mobile homes COD shall not exceed fifteen percent (15 %.)
 - v. At the completion of the 2017 Reassessment, the overall mean sales to assessment ratio of the assessment for the County shall be no less than 95% of market value

with no class of property being less than 90% The Regression Index shall be between .98 and 1.03 for both vacant and improved properties.

- vi. The Offeror's performance of the reassessment project shall be deemed to be complete after all assessor hearings have been completed and after all deliverables are accepted by the County.

7. Site Visits

- A. The Offeror 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.
 - i. The Offeror shall measure and sketch new buildings and other major building improvements and record said data in the County's CAMRA application.
 - ii. The Offeror shall capture general property data and improvement data. Data shall include, but is not limited to, the applicable fields shown in Attachment A. The Offeror shall record said data in the County's CAMRA application.
 - iii. The Offeror shall photograph the front and back of each structure valued over \$10,000. The Offeror shall load these photographs into the CAMRA application or into an archival system of the County's choice.
 - iv. In those cases where the homeowner is not at home and the Offeror cannot obtain all necessary information, Offeror shall leave a door hanger to notify the homeowner of the visit and request the homeowner to furnish the information. The Offeror shall keep a log to track these hangers, follow-up, and resolution.
 - v. In those cases where a property is locked or otherwise inaccessible, the Offeror 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 Offeror shall also validate these estimates against any existing permits. The Offeror shall document in the CAMRA 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.
 - vi. In those cases where a property is designated as vacant and is over 10 acreages, the Offeror 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 Offeror shall visit and do an on-site review of the structure(s). If inaccessible, the Offeror shall use maps to estimate size and determine building type. The Offeror will document this use of map estimation in the CAMRA application.
 - vii. The Offeror shall keep a log of all previously undiscovered/non-permitted structures by PIN and building number. The CAMRA application may be used to maintain this information.
 - viii. County personnel may periodically accompany assessors and/or data collectors during their site visits.

8. Real Property Assessments

- A. The Offeror 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 Offeror shall include all schedule and tables used in the Assessors' Manual.
- B. The Offeror shall make careful investigations of the fair market value of all improvements making a complete exterior and reasonable interior inspection.
- C. The Offeror shall train any personnel designated by the County in the assessment techniques and procedures utilized by the Offeror to appraise all real property in the County.

9. Urban and Rural Property

- A. The Offeror 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 and Commonwealth of Virginia Code including but not limited to topography; soil type; road type; neighborhood trends; and "open space easements."

10. Small Acreage Tracts

- A. The Offeror shall prepare a pricing schedule applicable to small acreage tracts, especially those of ten (10) 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.

11. Mineral Rights

- A. The Offeror shall make a careful investigation of assessable mineral rights and make the assessment pursuant to applicable law including without limitation Sections 58.1-3286 and 3287 of the Code of Virginia, and consultation with the Commissioner of the Revenue.

12. Properties spanning Towns and County

- A. The Offeror shall specify in the County's CAMRA 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.

13. Improvements

- A. The Offeror shall make careful investigations of the fair market value of all improvements making a complete exterior and reasonable interior inspection.
- B. The Offeror shall measure all new improvements since last reassessment for 2017 and all improvements in total for 2019 and record data in the County's CAMRA application.
- C. The Offeror shall measure and sketch new buildings and other major building improvements and record said data in the CAMRA application.
- D. The Offeror shall capture general property data and improvement data and record data in the County's CAMRA application. Data shall include, but is not limited to, the applicable fields shown in Attachment A.

- E. 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.
- F. For each property with multiple improvements, the Offeror 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.

14. Suburban and Farm Dwellings

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

15. Farm (non-residential), Commercial and Industrial properties

- A. The Offeror shall visit and inspect Farm (non-residential), Commercial and Industrial properties in the same complete manner as residential properties.
- B. 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.
- C. 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.
- D. Computations using Income Approach to value shall be converted to a Bricks and Mortar unit price methodology for final valuation in the County's CAMRA application.
- E. Commercial properties which are not assessed using standard tables, such as for sound value or income approach, the Offeror 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 Assessors' Manual.
- F. Locator Maps shall include the name of the building as known to the industry.

16. Apartment Properties and Rental Properties

- A. The Offeror 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.
- B. Assessment of residential rental apartments containing more than 4 units shall be in accordance with applicable law including without limitation Section 58.1-3295.1.
- C. All apartments shall be reviewed to determine if the housing is subsidized. Subsidized housing shall be assessed in accordance with applicable law including without limitation Section 58.1-3295 of the Code of Virginia.
- D. The Income Approach to value shall be considered and all assessments shall be complete with analysis of income and expense data, if obtainable.
- E. Economic rental estimates shall be used where actual rents are not available.

17. Industrial Complexes

- A. The Offeror 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:
 - i. Building-by-building component part description of construction and fixed equipment taxable real property, showing individual replacement value and depreciation for each.

- ii. All yard improvements shall be listed individually and shall be priced and depreciated separately.

18. Common Open Space

- A. The Offeror shall appraise and apportion Common Open Space according to applicable law including without limitation Section 58.1-3284.1 of the Code of Virginia.

19. Other Properties and Structures

- A. Grain Bins, Silos, and Other Farm Buildings
 - i. 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.

20. Income Producing Structures

- A. 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.

21. Miscellaneous Structures

- A. 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.

22. Exempt Property

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

23. Property for Public Service Companies

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

24. Personal Property

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

25. All Other Property

- A. The Offeror shall assess all other real property in Fluvanna County not specifically covered previously by this RFP, but required by law to be appraised at fair market value using

acceptable assessment standards including without limitation common open space (see Section 58.1-3284.1 of the Code of Virginia) and Leasehold interests (see Section 58.1-3203 of the Code of Virginia).

26. Construction Costs

- A. The Offeror shall use Marshall and Swift or a similar construction cost index as a basis for determining initial construction costs. The Offeror shall adjust based on random testing against known local construction costs to verify the accuracy and to determine Fair Market Value before being applied. The Offeror shall obtain local construction costs through the County Building, Permits, and Inspections Department and local Offerors, realtors, and appraisers. The Assessors' 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, architecture and engineering Fees and all other factors which impact upon the cost of building construction and its value within the County.
- B. Unit construction costs shall be inclusive of the items mentioned above.
- C. 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.
- D. Unit costs for materials and labor in place, including all normal service charges and profit.

27. Zoning Considerations

- A. The Offeror shall consider zoning, conditional or otherwise, in the assessment of all real property.
 - i. The Offeror shall use the County's GIS zoning layer for zoning determination within the County, exclusive of the Towns. The Offeror shall obtain all Town zoning and conditional zoning from Town zoning officials.
 - ii. Although County zoning information is in the County's CAMRA application and on the field property record cards ("PRC"s), zoning must be verified through the GIS and/or the appropriate County and/or Town zoning offices if the zoning impacts the property assessment.
 - iii. Detailed information relating to conditional zoning shall be available through the County and/or the Town zoning offices. The Offeror shall record any conditional zoning used in the assessment of a property in the County's CAMRA application and document the impact of Conditional Zoning in the Assessors' Manual.

28. Assessors' Manual

- A. The Offeror shall develop and maintain an Assessors' Manual. This manual shall include cost and sales data, and any other information used to compile the schedule of values for the final 2018 computations as part of the Assessor's Manual. This document shall be used as a working document by the Offeror. The County will review each delivery of the document, and submit edits/modifications to the Offeror for incorporation as part of document maintenance until the final version is approved by the County.

- B. Upon request, the County will provide a copy of the 2017 Assessors' Manual which can be used as a starting point for the 2019 & 2021 Assessors' Manual. Guidelines as to the Assessor's Manual Content are provided in Attachment B.
- C. The Assessors' 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 CAMRA application and all codes and custom calculations used by the County's CAMRA application shall be reflected in the Assessors' Manual.
- D. All data used in the composition of the manual and to substantiate sales must be turned over to the County.
- E. The Offeror shall provide updated versions of this manual and manual training. Specific dates shall be provided by the Offeror as part of their proposal.
- F. The Offeror shall train designated County personnel in the use of the Assessors' Manual for assessing all types of real property.

29. Sales Studies and Sales Ratio Studies

- A. The Offeror 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 Offeror shall contact property owners to determine validity of sales and values.
 - i. Sales Studies shall contain enough valid real property sales and/or transactions stratified into homogeneous neighborhoods; by property class (R1, R2, R3, R4, R5, R6, and exempt) within each neighborhood. Neighborhoods shall be divided into real property classes, by vacant and occupied land within each class.
 - ii. Where valid sales are limited, the Offeror 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.
 - iii. Where sales are comparatively scarce and complex, such as with commercial, industrial, and agricultural sales, the Offeror 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.
 - iv. The Offeror 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 Fluvanna County districts are based on census data and thus real property within Districts is not homogenous by nature.
 - v. The Offeror shall run periodic Sales Ratio Studies to ensure that the project assessments are falling within the acceptance Sales Ratio requirements set forth in this contract.
 - vi. The Offeror shall deliver the studies. Specific dates shall be provided by the Offeror as part of their proposal.

30. Office Administration

A. Property Record Cards, Reports and Other Required Forms

- i. The Offeror shall use County's electronic field cards, and PRCs for data gathering. The Offeror shall use the County's CAMRA application for updating property records as well as printing current and updated PRC and field cards.
- ii. The County will assist the Offeror with the design and development of forms and reports as necessary to be used in the reassessment project including, but not limited to mailers, computer reports, and valuation notices.
- iii. At the start of the reassessment project, the reassessment data in the CAMRA 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 Offeror must specify if the printed PRCs should reflect the assessment data, or should wait until the Offeror has entered new code table information, updated the custom calculation, and made any other preliminary adjustments based upon the initial sales study.
- iv. Although additional PRCs can be printed by the Offeror on an ad hoc basis, PRCs are available to be viewed online. When possible, online viewing should be used in lieu of printing.

B. Printing

- i. With the exception of bound copies of deliverables and re-mailings done due to error on the part of the Offeror, the County will be responsible for the printing costs associated with the reassessment project. Printing will include, reassessment notices, public relations pamphlets, reports, and deliverables. It will be the joint responsibility of the County and the Offeror to design these items.
- ii. Reprinting of mailers due to error on the part of the Offeror shall be done at the Offeror's expense.
- iii. It shall be incumbent upon the Offeror to maximize the use of electronic tools such as the County's CAMRA application, the GIS application, SharePoint, spreadsheets, etc. to view data rather than print data.

C. Postage

- i. 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 Offeror shall be done at the Offeror's expense.

D. Space Requirements & Office Arrangements

- i. The County will provide, as needed, 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; and provide networking capabilities through the County's network.

E. Phone Service

- i. During Assessor Hearings, the County will provide the Offeror with local and long distance phone service, however, the County will periodically review the Offeror's use of said service to confirm that use continues to be a reasonable cost for the County to bear.
- ii. If such costs, in the opinion of the Contract Administrator, appear excessive the Offeror shall be responsible for justification of such costs, otherwise those costs which appear unreasonable shall be deducted from the final invoice. The Offeror

shall bear full responsibility for their cellular phones and services to be utilized during this contract term.

- iii. The County shall provide two (2) phones for the Contract. These phones shall be shared within the Reassessment Office. Additional phones may be added during periods of high volume calling, such as when hearings are being scheduled.

F. Computers and Related Office Software

i. Computers

- 1. The County shall provide two (2) computers if necessary for full time Offeror use. These computers shall be shared within the Reassessment office.
- 2. The Offeror computers will be standardized with the following:
- 3. Microsoft Office for word processing and spreadsheet capabilities;
- 4. Microsoft Outlook for County e-mail and calendar access;
- 5. The CAMRA application for assessment work; and
- 6. The GIS application for map queries and locator map creation.
- 7. No software or hardware modifications shall be made to the provided PCs without coordination and permission of IT.
- 8. The County will also provide one (1) public access computer. This computer will be standardized with the following:
 - a. Read only access to the GIS application,
 - b. Microsoft Internet Explorer intended to provide access to
 - c. Real Estate Online, a read only current assessment data
 - d. Reassessment Real Estate Online, read-only the Reassessment notice data.

G. Microsoft Office

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

H. Microsoft Outlook

- i. The Offeror and the County shall use Outlook as a standard mode of communication. Both the Offeror and the County shall also use this product for scheduling. To this end, each member of the Offeror's staff shall be setup with a Microsoft Outlook email account. These accounts are accessible both inside the County and through an internet version of the application.

I. The CAMRA application

- i. The County will provide the Offeror with access to the County's CAMRA application for the purpose of recording data and assessing properties. The County does not ensure the accuracy of this product. The Offeror must report any application discrepancies to the applicable County Liaison/Project Manager.

J. CAMRA Availability

- i. Reassessment data will be available for use by Offeror. The Offeror shall use the County's CAMRA system throughout the contract period to update reassessment data.
- ii. 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 Offeror and the County to review the data to ensure validity and accuracy throughout the project and before the merge takes place.

K. The GIS Application

- i. The County will provide the Offeror with access to the County's GIS application for the purpose of inquiry and printing of maps to be used in the reassessment, and for doing electronic markup within the GIS application.

L. GIS Training

- i. The County will provide initial training on the GIS application for the purposes of producing work maps and calculating acreages of specific areas within individual parcels of land.
- ii. Training shall be performed on a schedule jointly agreed upon by the Offeror and the County.

M. GIS Support

- i. The functioning of the GIS application is critical to this project. GIS will serve as the point of contact for questions and problem reporting and any issues with the GIS application.
- ii. The Offeror shall work directly with the County's GIS coordinator for technical support problems, customized reports or specialized maps produced through the use of the GIS.
- iii. Upon discovering any application or data discrepancies, the Offeror must immediately email the County's GIS coordinator with the following information:
 1. Description of the problem;
 2. Applicable screen shots;
 3. Where the issue occurred (screen name(s) and fields)
 4. Description of the affected data (PIN, Building or Segment, associated field)
- iv. The County Liaison/Project Manager should be cc:'d on any support communications.

N. GIS Data Ownership

- i. The GIS databases shall remain the property of the County, which shall retain all rights commensurate with ownership, including the right to sell, release, license, and use or provide GIS databases or maps to others as it deems appropriate in its sole discretion. GIS maps and data produced by the Offeror shall be for official use for the reassessment project exclusively and will not be used for any other purposes.
- ii. The County reserves the right to deny access to certain GIS datasets. These datasets are deemed and will remain hereafter proprietary information of the County, shall not be provided or assigned to other parties, and shall be afforded the full protection of copyright law.
- iii. The Offeror is prohibited from re-formatting, copying or further reproducing GIS digital data.
- iv. The County does not ensure the accuracy of these products. The County disclaims any and all liability or responsibility for any damage, injury, loss, claim or lawsuit arising from any error, inaccuracy or other problem. The Offeror by submitting its response to this RFP agrees to indemnify and hold harmless the County and its officials and employees, from any and all claims, liability damages, injuries and suits arising from the use of GIS data or maps by the Offeror, the Offeror's employees or assignees. The Offeror shall waive all warranties expressed or implied and will waive any right of claim for damages incidental, consequential or special, arising out of or in connection with the use of GIS data or maps.

O. Use of County Records and Maps

- i. 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 Offeror.

P. Offeror Personnel

- i. The Offeror must employ a sufficient number of qualified and experienced employees, including data entry personnel, at all times, to perform the work expeditiously on a timely and controlled basis.
- ii. The Offeror shall use, on the job, competent employees of good character and of adequate numbers to expeditiously perform the work required.
- iii. The Offeror'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.
- iv. No employee of the Offeror is to be deemed an employee or agent of the County and is not entitled to any benefits from the County.

Q. Vehicles

- i. The Offeror shall furnish all vehicles used by the personnel of the Offeror in performance of duties herein described. The Offeror must ensure that all Offeror 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.
- ii. Vehicles must be identifiable by signs located on each side or in the front and back windows of said vehicle. The Offeror shall provide and use their own vehicle identification signs that meet the following requirements:
 1. Letters at least 2" high
 2. Contain the words "County Reassessment"
 3. **Variations are only as directed by the County.**
- iii. The Offeror shall provide and maintain a list with the following information regarding vehicles used during the reassessment:
 1. Tag number and State
 2. Vehicle description (color, make, model)
 3. Owner/primary driver.

R. Employees

- i. The Offeror shall furnish to the County a list of Offeror employees who will be working on this project. For good cause, the County will have the right to request the Offeror to remove any employee from work on this project.
- ii. All personnel at all times shall display a personal identification badge provided by the County.

S. Training and Instruction

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

T. Staffing**i. Project Manager**

1. The Offeror shall have at least one Project Manager on site in the County at all times. The intent is to have a member of the Offeror's staff that is authorized to act on the Offeror's behalf available throughout the project.
2. 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. The Project Manager will be present in the County eighty (80) percent or more of the time during the entire project excepting the first sixty (60) days.

U. Field Personnel and Assessors

- i. All field personnel and Assessors shall display a personal identification badge provided by the County.
- ii. Once reassessment notices are mailed, the Offeror 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.

V. Clerical Personnel

- i. All clerical personnel shall have at least a rudimentary experience with Microsoft Office products and how to answer phones. The Offeror shall provide general scripts so that the phone responses shall be consistent and informative.
- ii. The week the reassessment notices are mailed, the Offeror shall supplement the clerical staff in order to provide enough staff to answer calls and schedule hearings.
- iii. All call backs in response to voicemail messages must be made within one (1) working day.

W. Notification and Support of Values**i. Reassessment Notices**

1. 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 Offeror, subject to review by the County.
2. All field work, data entry, and final reviews by the Offeror must be complete by September 2018 in order to meet the reassessment notice mailing deadline of September 28, 2018.

X. Additional Staffing

- i. The first working day after notices are mailed, the Offeror shall provide additional qualified support staff to schedule hearings, appointments and answer questions.
- ii. The Offeror shall make every attempt to accommodate and resolve citizen concerns regarding any notice of change in assessment.
- iii. The Offeror shall log all calls and emails and track responses to such. These services shall be provided at least twice during the contract period.

Y. Revisions and Notifications

- i. The Offeror shall complete any necessary revisions to the assessments before December 18, 2018 and December 18, 2020 with all hearing results notifications mailed to the property owner on or before December 21, 2018 and December 21, 2020, respectively.
- ii. The Offeror shall develop a list of codes to be used in the CAMRA application which will indicate the general results of a hearing or phone call on a specific date.
- iii. Within five (5) working days after a hearing, the Offeror shall make any necessary revisions in the CAMRA system and documenting the outcome of the hearing in the CAMRA system using a code and hearing date.
- iv. Within five (5) working days of a citizen call which results in a revision of the original mailed notice, the Offeror shall make the change in the CAMRA system and document the reason for the revision in the CAMRA system using a code and call date.
- v. The Offeror can mail hearing results notifications on a rolling basis once hearings have begun or as a single mailing sent on or before December 21, 2018 and December 21, 2020, respectively.
- vi. In the CAMRA application, the Offeror shall keep a log of all follow-up notices sent.
- vii. For at least a 4-week period following the final mailing of hearing results notifications, the Offeror shall provide a qualified employee to answer questions pertaining to hearing result notifications.

Z. Court Support

- i. The Offeror 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.

AA. Public Relations

- i. The Offeror shall work with the County IT, and the County Liaison/Project Manager to provide a web presence during the Reassessment project. The content and design will be coordinated and approved by the County before publishing to the Internet.
- ii. The Offeror shall provide speakers, films, literature, and actual computer demonstrations for civic clubs and any other organizations with an interest in the reassessment, whenever the County requests, during the course of the contract.
- iii. The Offeror and employees shall endeavor to promote friendly relations with taxpayers and the general public.
- iv. All press releases or other publicity proposed by the Offeror must be presented to the County Administration to acquire BOS approval before being released. Unless release is otherwise required by law, the Offeror shall not release any proposed values, reassessments, data, or any other information either acquired or in the possession of the Offeror to any person, firm or association unless approved in advance by the BOS.
- v. Throughout the duration of this contract, the Public shall have access to current assessment data through the County's internet application, Virginia Mass Appraisal Network (VamaNet.) Once Reassessment Notices have been sent, the Public will be able to access a copy of the notice data through a reassessment version of VamaNet. Updates to VamaNet can be made nightly, periodically based on the schedule of hearing results notification, or once after all the hearing notifications have been sent. The Offeror shall specify their desired schedule of updates as part of their RFP response.

31. GENERAL (ADMINISTRATIVE REVIEW) REASSESSMENT STATEMENT OF NEEDS**A. Time of Completion/Performance of Work**

- i. It is specifically agreed, and so declared, that time is of the essence in the performance of this contract. The Offeror 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 Offeror shall be expected to adhere to the timetable referenced below unless changes are approved by the County.

B. Hearings

- i. The Offeror shall schedule, hold, and document informal hearings starting October 1, 2018 and ending in December 2018. 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.

C. Timetable/Schedule

- i. The Offeror 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 Offeror and the County.

D. Start of Work

- i. The Offeror shall be prepared to begin the work to be performed under the contract after acceptance by the BOS, starting approximately January 1, 2018 although

obtaining required personnel and other tasks may begin directly after award of the contract.

- ii. The Offeror may occupy the County-provided office space on or about February 15, 2018.

E. Field Work

- i. The Offeror shall provide a schedule of how data collection and field work across the County shall progress prior to beginning field work.
- ii. The Offeror shall complete all field work and review all assessments by September 19, 2018 in order to meet the reassessment notice mailing vendor's submission deadline of September 24, 2018.

F. New Construction Assessments

- i. 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 Offeror shall conduct hearings.

G. New Construction and Partially Completed Construction

- i. The Offeror shall appraise buildings partially completed as their value based on the percentage of completion as of January 1, 2018.
- ii. All new construction completed between November 1, 2017 and December 31, 2017 and new construction partially completed as of January 1, 2019, shall be appraised at the finalized 2018 values and delivered to the Commissioner of the Revenue by the Offeror on or before January 10, 2019. 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.
- iii. The Offeror shall conform to the same guidelines per the "Statement of Needs" stated hereto and herein. The dates for the Administrative Reassessment shall encompass all new construction permits dated on or after January 1, 2017. The Offeror shall complete the Administrative reassessment no later than
- iv. Pursuant to Section 58.1-3300 of the Code of Virginia, the Offeror shall complete all reassessments in a timely manner, with the original signed Reassessment Land Books to be delivered and filed with the Fluvanna County Circuit Court Clerk and all signed copies and all other records to be delivered or returned to the Commissioner of the Revenue by December 31, 2018 or March 31, 2019, if extended pursuant to Section 58.1-3257 of the Code of Virginia. The Offeror shall apply for a three-month extension of the reassessment process through March 31, 2019 at the request of the Fluvanna County Board of Supervisors (also sometimes referred to as the "BOS").

H. Document Deliverables

- i. The Offeror shall provide each document deliverable in electronic Microsoft Word format. The Offeror shall provide a list of Key Dates, suggested time delivery time frames, and number of bound copies required as part of the delivery. The Offeror shall be responsible for the cost associated with the production of bound copies.

32. GENERAL REASSESSMENT STATEMENT OF NEEDS

A. Time of Completion/Performance of Work

- i. It is specifically agreed, and so declared, that time is of the essence in the performance of this contract. The Offeror 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 Offeror shall be expected to adhere to the timetable referenced below unless changes are approved by the County.

B. Hearings

- i. The Offeror shall schedule, hold, and document informal hearings starting October 5, 2020 and ending in December 2020. 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.

C. Timetable/Schedule

- i. The Offeror 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 Offeror and the County.

D. Start of Work

- i. The Offeror shall be prepared to begin the work to be performed under the contract, starting approximately January 1, 2020 although obtaining required personnel and other tasks may begin directly after award of the contract.
- ii. The Offeror may occupy the County-provided office space on or about February 15, 2020.

E. Field Work

- i. The Offeror shall provide a schedule of how data collection and field work across the County shall progress prior to beginning field work.
- ii. The Offeror shall complete all field work and review all assessments by September 18, 2020 in order to meet the reassessment notice mailing vendor's submission deadline of September 25, 2020.

F. New Construction Assessments

- i. 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 Offeror shall conduct hearings.

G. New Construction and Partially Completed Construction

- i. The Offeror shall appraise buildings partially completed as their value based on the percentage of completion as of January 1, 2018.
- ii. All new construction completed between November 1, 2020 and December 31, 2020 and new construction partially completed as of January 1, 2019, shall be appraised at the finalized 2018 values and delivered to the Commissioner of the Revenue by the Offeror on or before January 10, 2019. 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.
- iii. The Offeror shall conform to the same guidelines per the "Statement of Needs" stated hereto and herein. The dates for the General Reassessment shall encompass all new construction permits dated on or after January 1, 2020. The Offeror shall complete the Administrative reassessment no later than
- iv. Pursuant to §58.1-3300 of the Code of Virginia, the Offeror shall complete all reassessments in a timely manner, with the original signed Reassessment Land Books to be delivered and filed with the Fluvanna County Circuit Court Clerk and all signed copies and all other records to be delivered or returned to the Commissioner of the Revenue by December 31, 2020 or March 31, 2021, if extended pursuant to Section 58.1-3257 of the Code of Virginia. The Offeror shall apply for a three-month extension of the reassessment process through March 31, 2021 at the request of the BOS.

H. Document Deliverables

- i. The Offeror shall provide each document deliverable in electronic Microsoft Word format. Offeror shall provide a list of Key Dates, suggested time delivery time frames, and number of bound copies required as part of the delivery. The Offeror shall be responsible for the cost associated with the production of bound copies.

33. PROPOSAL PREPARATION & SUBMISSION REQUIREMENTS**A. General Requirements**

- i. RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and three (3) copies of each proposal, along with one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick, must be submitted to the Issuing Department as stated on page one (1) of this Request for Proposal. The Offeror shall make no other distribution of the proposal.
- ii. 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 Issuing 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 Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- iii. 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.
- iv. 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.
- v. 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.
- vi. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP will belong exclusively to the County 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 specifically and in accordance with applicable law at the time the data or other material is

- submitted. The County reserves the right to ask for additional clarification prior to establishing protection.
- vii. The County will not be responsible for any expenses incurred by the Offeror in preparing and submitting a proposal.
 - viii. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. 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 County. The Issuing Department will schedule the time and location of these presentations. Oral presentations are an option that may or may not be utilized.
 - ix. All proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 64 of the General Conditions and Instructions to Bidders/Offerors. Use the form on page 47 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. Failure to include this form with your proposal submission may result in rejection of your proposal.

34. SPECIFIC PROPOSAL REQUIREMENTS

- A. 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:

- i. Certification**

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

- ii. Organization Chart**

- 1. 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.

- iii. Approach to Completion**

- 1. A written narrative detailing the approach to completing the Reassessment project. The Offeror shall outline all additional responsibilities it expects the County to assume if different from those specified herein.

- iv. Timeline**

- 1. 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.

- v. Fee Proposal**

- 1. Offeror shall identify a fee proposal for each reassessment based on the deliverables expected and outlined herein and in conjunction with the proposed timeline as stated in Section III of this RFP. 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 throughout the

period of the contract. The Offeror shall also include a firm, fixed price per parcel for all pictures taken of the properties being assessed.

vi. References

1. 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.

vii. Forms:

1. All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
 - a. Certificate of No Collusion
 - b. Offeror Statement
 - c. Proof of Authority to Transact Business in Virginia
 - d. Vendor Data Sheet
- viii. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.

35. EVALUATION CRITERIA

- A. An Evaluation Committee will evaluate the proposals using the following criteria.
 - i. Proven experience in providing similar reassessment services for other localities of similar size, scope, and complexity.
 - ii. Resumes, professional experience, and professional licensure of principal(s), project manager(s), and professional staff who will be working for Offeror in the provision of said services. Special attention shall be given as to the qualifications of the person Offeror proposes for appointment as the Professional Assessor for the County.
 - iii. Expertise, qualifications, and experience of the Offeror in providing and conducting reassessment services relevant to the County's requirements, to include qualifications of proposed staff.
 - iv. Approach to completing the reassessment services as specified in the Statement of Needs.
 - v. Proposed schedule for completion of all tasks outlined herein.
 - vi. Pricing and payment terms/structure
 - vii. All Proposals received shall be evaluated based upon the evaluation criteria listed below.
 1. Costs (25 pts.)
 2. Responsiveness to the County's Goals (20 pts)
 3. Proposer qualifications, expertise and experience (35 pts.)
 4. Positive References (20pts.)

36. ADDITIONAL INFORMATION

- A. Any inquiries or requests for clarification or additional information must be delivered in writing (via email) to the County no later than December 14, 2017 by 2:00pm to the Procurement contact above.
- B. All inquiries will be answered via an addendum, posted to eVA and the County website.

37. AWARD OF CONTRACT

- A. 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 County shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to those Offerors. The County 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 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, 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 Offeror's proposal as negotiated.

The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Appendix I. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).

Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the Financings identified herein. The County may choose not to award a contract under this RFP.

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

ATTACHMENT B, Assessors' Manual Content

The information below is intended to show the information that should be provided in the Assessors' Manual and is not intended to provide a format for the document.

The Assessors' Manual shall include, but is not limited to:

- 1.** Summary of the principles and essentials of uniform property valuation and assessment.
- 2.** Valuation of lots and parcels of land:
- 3.** Explanation of land values, classes and grades, effect of current zoning and conditional zoning, and method by which determined.
- 4.** Table of land adjustment types including standards for how each adjustment type is used.
- 5.** Land value schedules, including a tax map index and depth/frontage tables (where applicable), and sample computations.
- 6.** Land schedule applicable to small acreage tracts, especially those of twenty-five (25) acres or less, which have potential other than farm usage.
- 7.** Home site and residual land per acre schedules with explanation of valuation method.
- 8.** Examples of application of valuation of segments, lots, and parcels.
- 9.** Valuation of Improvements:
 - a.** Specifications and detailed schedules of reproduction costs on all types of houses, commercial properties, and special purpose buildings shall be in square foot increments.
 - b.** Tables of base reproduction costs for residential, commercial and special purpose buildings as used in the County's CAMA application (Residential Square Foot rate and Grade tables) and examples of the associated computations.
 - c.** Tables of additions and deductions from base reproduction costs to meet the requirements of the County as determined in consultation with the County.
 - d.** Physical depreciation tables or age/life tables on all classes of buildings, including a consolidated rate percentage table.
 - e.** Examples of application of building depreciation tables.
- 10.** Functional and Economic Obsolescence
 - a.** Standards for all classes of residential, commercial and industrial buildings; for over-improvement, under-improvement, location, out-of-business, and lack of functional utility.
 - b.** Examples of the application of obsolescence.
- 11.** Market Code Adjustments for Land and Improvements
 - a.** Code Adjustment Tables with a standard for how each adjustment type can be used.
 - b.** Examples of the application of adjustments.
- 12.** Neighborhoods

- a. Neighborhoods tables with a standard for how neighborhood determination.
- b. Explanation of determining factors in creating the neighborhood such as common topography, zoning, subdivision, etc.
- c. Explanation of adjustments associated with those neighborhoods.

13. Commercial and Industrial

- a. Range of capitalization rates for the County where Income Approach to Value is used.
- b. Explanation of capitalization rates as applied in the County, and how developed and applied. Note: Although the Offeror may use Income Approach for initial valuation, the Offeror shall convert the final valuation to the valuation method used in the County's CAMA application.
- c. Schedules for commercial and industrial buildings, by components of construction. The Offeror shall also include a section or attachment showing the methodologies used to assess each commercial property which does not use standard schedules and tables.

14. Special Cost Schedules

- a. Schedules for including but not limited to metal buildings, grain bins, hog parlors, chicken houses, auto repair garages, trim shops, body shops, paint shops and underground fuel storage tanks, cell towers, and golf courses.
- b. Tables and Schedules showing additions or deductions from base prices in each residential, commercial, industrial, farm and special purpose building schedule. Every change from base specifications shall be recorded in the manual and in the County's CAMA application. Prices for various sizes and types of garages, fireplaces, sun porches, carports, patios, outbuildings, elevators or any improvement which does not fall within the base rate table shall be included in the pricing schedule.

15. Mobile home schedule that reflects market value.

16. Examples and Samples

- a. Assessment examples demonstrating use of the manual in appraising selected residences, farms, commercial and industrial buildings in the County. Samples should include how both land and improvement values are calculated.
- b. Samples of County's property record cards with an explanation of the use of these cards and the data contained herein.

17. The Offeror shall include a section or attachment showing the methodologies used to assess common elements. This information shall be ordered by subdivision.

Any other information, facts, or factors may be used in determining the fair market value in money of the real property to be appraised.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being

Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.

- o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
 - p. State: The Commonwealth of Virginia.
3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being 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 Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation 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 any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
 - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original

Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and

- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.

- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

- 12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.
- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.

- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
 - e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
 - f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.
- 22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and

any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

- 23. OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- 24. BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog 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 "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
- 25. FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- 26. CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to

transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

30. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder 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 physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

- 33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

- 34. APPLICABLE LAW AND COURTS:** Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.
- 35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
- 36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.
- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

- 38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- 39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)

Worker’s Compensation Amount required by Virginia law

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers’ compensation coverage in the amount required by Virginia law.

- 40. KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. 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 law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:
- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
 - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.

- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in

the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall 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, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: 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. 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 Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any 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, dispensation, 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 the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County’s Procurement Procedures, 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 Contract.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County’s convenience in the County’s sole discretion (“termination for convenience”), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract (“cooperative procurement”). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor’s own work or to the work of other contractors, for which the Contractor’s workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and

- g. For any Contract involving Services of any nature, the Contractor further agrees to:
- i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. **FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION.** The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability

partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

69. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

70. COMPLIANCE: Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County,

such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.

- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;
 - b. Name of Article and Stock Number;
 - c. Quantity Ordered;
 - d. Quantity Shipped;
 - e. Quantity Back Ordered; and
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if

express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

76. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) _____

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature
Print Name: _____
Print Title: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____ (year) by _____ (Print Name), _____ (Print Title) on behalf of _____ (Name of Entity).

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)
Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature

Print Name: _____
Print Title: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
_____(year) by _____ (Print Name),
_____(Print Title) on behalf of _____ (Name
of Entity).

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)

Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
_____(year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

COUNTY OF FLUVANNA, VIRGINIA REQUEST FOR PROPOSALS (RFP) #2018-02



SUBMITTED BY PEARSON'S APPRAISAL SERVICE
FRED W. PEARSON, CO-OWNER
P. O. BOX 36404
RICHMOND, VA 23235
804-564-9393 MOBILE
pearsonfw@msn.com
DECEMBER 19, 2017



December 19, 2017

Ms. Cyndi Toler, Purchasing Officer
County of Fluvanna
132 Main Street
P. O. Box 540
Palmyra, VA 22963

Dear Ms. Toler:

I am pleased to submit our proposal on behalf of Pearson's Appraisal Service, Inc. for real estate appraisal services associated with the upcoming County of Fluvanna reassessments for 2019 and 2021. Pearson's Appraisal Service, Inc. (PAS) has been a leader in mass appraisal in Virginia, North Carolina, and Georgia for over 35 years by successfully completing over 190 turn-key projects and appraising over 2,500,000 properties.

Our company has experience using the CAMRA computer assisted mass appraisal (CAMA) software. We have completed projects in the City of Winchester and we are currently using CAMRA in Augusta County. As for our knowledge of your area we have completed reassessments in the past for Buckingham County, Powhatan County, and Goochland County. More recently we have worked with Cumberland County for over thirty (30) years.

For staffing, I am proposed to serve as Certified Assessor of the reassessment project. I am a Virginia Licensed General Appraiser, as well as, a certified Professional Assessor. Randy Willis will serve as our Project Manager. I am also proposing Eddie Lamb and Guy Garner as appraisers and Dottie Myers as office manager. Dottie has experience with the CAMRA software. All proposed staff appraisers have years of experience in mass appraisal.

For our projects, we now propose to use our Complete Appraisal Process Solution or CAPS program. It is tablet based software that allows us to take all our office data and materials to the field and review properties. We load tax data such as parcel number, address, quality grade, and sketches with city orthophotos or oblique images onto tablets to conduct our site visits. We can code any parcel that does not match the tax data or note other improvements and take an image of the property while we are there. The images are very useful during the appeals phase of the project and when meeting with property owners. This system allows more time for the analytical parts of the revaluation such as qualifying market sales.

If you have any questions or concerns with any of the information provided, please do not hesitate to contact me. I thank you for the opportunity to submit this proposal for the performance and completion of appraisal services and it was nice to meet you when I stopped by your office.

Our firm is experienced in providing the services requested and we understand the scope of work. We

County of Fluvanna cover letter
Page two

are prepared to begin the project within thirty (30) days of project award. We have included the requested material in our response.

Our method of reassessing property compiles with industry and the International Association of Assessing Officers (IAAO) standards for mass appraisal.

Pearson's Appraisal Service, Inc is an Equal Opportunity Employer.

Sincerely,

Fred W. Pearson
Owner/ Manager, Pearson's Appraisal Service, Inc.

Pearson's Appraisal Service, Inc.
PO Box 36404 - Richmond VA 23235
(888) 573-2276
<http://www.pearsonsappraisal.com/>

Company Profile

Pearson's Appraisal Service, Inc. has been successfully providing appraisal services to Virginia and North Carolina counties and municipalities for the past 35 years; performing equitable revaluations and assisting tax offices with a variety of appraisal services. With our large staff of professional appraisers, we are able to provide assurance to our clients that their revaluation project is completed in a timely manner by experienced personnel.

Our success in the field of appraising can be greatly attributed to our dedicated and competent appraisal staff. We currently staff over 40 employees, many specializing in specific roles in the reappraisal process.

Bob and Fred Pearson are well respected within the mass appraisal industry for their hands-on approach and personal attention they give to each project, solution, and client. Fred W. Pearson is licensed as a Virginia and North Carolina Certified General Appraiser and together with Robert Pearson, Jr. they incorporated their appraisal company in 1981 in the states of Virginia and North Carolina. Since our incorporation, we have completed over 190 turn-key appraisal projects and have appraised over 2.5 million parcels.

Our company's experience with the use of computer assisted mass appraisal systems (CAMA) continues to grow with the number of contracts Pearson's Appraisal Service is awarded. CAMA systems vary from one locality to another and likewise, our appraisers have become adept users of a number of computer systems. They also receive support from our IT staff which has years of industry specific experience.

Pearson's Appraisal Service strongly believes in providing high quality and comprehensive appraisal services. We strive to maintain at all times ethical and professional standards. Our managers and owners are active members of the International Association of Assessing Officers, the Virginia Association of Assessing Officers, the North Carolina Association of Assessing Officers, the Georgia Association of Assessors, and the Pennsylvania Association of Assessors.

Our company is an Equal Opportunity Employer.

Clarifications of Project Responsibilities			
County	Fluvanna	Effective Date	2019 and 2021
# Parcels	16,312	Begin Date	1/1/2018
% of Market	100%	Completion Date	Multi
Contact Name	Cyndi Toler	Cycle in Years	2
Contact Title	Purchasing Specialist	Existing CAMA system:	CAMRA
Contact Email	434-591-1930 ext. 1124	Board of Assessors?	Professional Assessor
Requirements per RFP	DUE December 28, 2017 2:00 PM	GIS?	Yes
Task	County	Pearson	Additional Notes
Clerical		X	
Data Entry		X	
PRC's	X		
Office Space	X		
Office Supplies	X		
Telephone/Internet	X		
Printing Expenses	X		
Computer Hardware	X		
Insurance		X	
Public Relations	X	X	Joint
New Construction		X	Separate Pricing
Mobile Homes		X	Includes Personal Property
Owner Notification Cards		X	
Digital Photos		X	
Market Analysis/Sales Study		X	
Construction Cost Analysis		X	
Income Approach		X	
Appraiser Manual		X	
Land Use	X	X	
Review Zoning		X	
Informal Appeals		X	
Prepare Notices	X		
Postage	X		
Land Book		X	
BOE Appeals	X	X	
Clerical for BOE	X		
Court Appeals	X	X	
Cell Towers		X	

COST PROPOSAL FOR REASSESSMENT SERVICES

Ms. Cyndi Toler, Purchasing Officer
County of Fluvanna
132 Main Street
P. O. Box 540
Palmyra, VA 22963

Dear Ms. Toler:

I am pleased to submit the following proposal cost to conduct reassessment services:

- Cost: 2017 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2018 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2019 "Administrative Review Reassessment" \$8.75 per parcel x estimated 16,400 parcels
\$143,500.00
- Cost: 2019 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2020 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2021 General Reassessment \$ 13.00 per parcel for on-site review and digital images

Any parcels over the estimated parcel count of 16,312 will be charged at the same rate should the total count be less than 16,312 only the number of parcels appraised will be invoiced.

Fred W. Pearson, Co-Owner
Pearson's Appraisal Service, Inc.
PO Box 36404
Richmond, VA 23235
888-573-2776

December 19, 2017



COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2018-02
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY

Issue Date: December 1, 2017

Due Date: December 28, 2017 at 2 p.m. EST

Procurement Contact:

County of Fluvanna
 Cyndi Toler, Purchasing Officer
 132 Main Street
 P.O. Box 540
 Palmyra, VA 22963
 Ph: (434) 591-1930 ext. 1124
 Email: ctoler@fluvannacounty.org

All sealed proposals shall be turned in no later 2:00 p.m. EST, Thursday, December 28, 2017. All Proposals that are delivered via mail or are hand delivered must be addressed to the “Procurement Contact” listed above. Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.

Proposal documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 2nd floor, Palmyra, VA 22963 or by clicking on the following link:
<http://www.fluvannacounty.org/services/finance/procurement/solicitations>.

1. PURPOSE

- A.** The Fluvanna County Board of Supervisors is requesting sealed proposals from qualified firms to perform reassessment services on real properties located within Fluvanna County. The firm shall have the necessary expertise in the field of property reassessment services.
- B.** The purpose of this Request for Proposal (“RFP”) is to solicit sealed proposals to establish a contract through competitive negotiations with one (1) qualified firm to perform two General reassessments of all real property at its fair market value in money as of January 1, 2019, and January 1, 2021, as stated in Section 58.1-3201 of the Code of Virginia. All services shall be provided in accordance with the specifications contained herein and attached hereto. The first General reassessment (Jan 1 2019) will entail an administrative review of all property and sales since 1/1/17 and onsite visits with pictures of any new construction since last reassessment. The second General reassessment will include onsite visits with pictures of all county real estate parcels.

Pearson’s Appraisal Service, Inc. (PAS) proposes and agrees to conduct the first general reassessment with an effective date of January 1, 2019 by conducting an “administrative review” of all property and sales since January 1, 2017 utilizing the tools and products available by the County of Fluvanna. Specifically, all qualified and unqualified sales, building permit costs, GIS maps and any comparison reports available in the CAMRA will be used to complete the administrative review. Our project manager will work with the Commissioner of the Revenue to determine the best tools available to use in the review.

The Administrative Review will be conducted primarily in the office by our appraisers. All parcels with new construction permits will be visited and digital images will be captured.

2. BACKGROUND

- A.** The County of Fluvanna is located in the central Piedmont region of Virginia, approximately one hundred eighteen miles (118) miles southwest of Washington, DC, and sixty-five (65) miles west of Richmond, Virginia. The County encompasses a land area of approximately 290 square miles, with an estimated 2012 population of 25,967. Fluvanna County is surrounded by several other local jurisdictions including the Counties of Albemarle, Louisa, Buckingham, Cumberland, and Goochland.
- B.** The work performed shall include a field visit and inspection of all parcels and mobile homes. The following chart shows a breakout by parcel as of January, 1, 2017

Parcel – By Class	2017 Parcel Count
Commercial (R4)	194
Residential (R1-3)	13641
Agricultural (R5-6)	1,653
Tax Exempt (E70-79)	469
Mobile Homes	355
Total Taxable Parcels	16312

3. STATEMENT OF NEEDS

- A.** In accordance with Section 58.1-3254 of the Code of Virginia (all Code of Virginia references are to the Code of Virginia 1950, as amended), the Fluvanna County Board of Supervisors (hereinafter the “County” or “BOS”) has directed that there be two General reassessments of real estate in the county. Such reassessments shall include all taxable and tax-exempt properties with the improvements and buildings thereon, if any, and shall be based upon Fair Market Value. All manufactured housing/mobile homes must be assessed in the same manner as real estate.
- B.** The Fluvanna County Board of Supervisors is seeking the services of a fully qualified and experienced appraisal firm to provide such Administrative and General, reassessment services. The successful Offeror shall demonstrate their ability to provide a qualified person to be appointed as the County’s Professional Assessor and to be certified by the Virginia Department of Taxation, as required by Section 58.1-3275 of the Code of Virginia. The successful Offeror shall demonstrate extensive knowledge of the assessment requirements as set out in the Code of Virginia, 1950, as amended. The successful Offeror shall demonstrate knowledge of Fluvanna County, shall have proven experience in the evaluation of residential, rural, and other properties similar to those located in the County, and shall

demonstrate knowledge of property values in the surrounding areas. The intent of these specifications is to have all real property assessed at its fair market value in money as stated in Section 58.1-3201 of the Code of Virginia. "All general reassessments or annual assessments in those localities which have annual assessments of real estate, except as otherwise provided in Section 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."

Fred W Pearson, our co-owner is a Virginia Licensed General Appraiser as well as a certified Professional Assessor. He will sign and deliver the Reassessment Land Books within the prescribed time.

- C. The reassessments 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.
- D. All procedures shall be in accordance with all applicable law including without limitation Section 58.1-3200 et seq. of the Code of Virginia, relating to the assessment of property. The Commissioner of Revenue will review all decisions as to procedure followed and forms used. Under this contract, the Offeror is responsible for advising the County as to the current market value of each item of property assessed.
- E. Appraisals shall be based on a thorough study of actual market sales and construction costs covering the period beginning January 1, 2017 through March 31, 2018 in Fluvanna County. The Offeror will conduct this study **prior** to beginning any field appraisals. The completed study will become property of Fluvanna County.

PAS appraisers will study the actual market sales and construction costs from January 1, 2017 through March 31, 2018 for the administrative reassessment. Market sales past the date will also be reviewed for inclusion if they can be qualified.

- F. To be appointed to perform the reassessment by the BOS, the Offeror shall be certified as a qualified assessor by the Virginia Department of Taxation, and shall serve as the County Assessing Officer during the reassessment and through any appeal process relating to the January 1, 2019 and January 1, 2021 assessments, respectively. The Offeror's duties include but are not limited to, the following:
 - i. The Offeror shall appraise all property entitled to classification under Section 58.1-3230 of the Code of Virginia at its fair market value without easement in money.
 - ii. The Offeror 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 consistent with the need of Commissioner of the Revenue to apply easement values.

Pearson's project manager will work with the Commissioner of the Revenue to ensure land use properties are valued in a consistent manner.

- iii. 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.
- iv. The Offeror 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 Section 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 County review and approval.

PAS is familiar with the reassessment manual requirement and will prepare and train the county staff on its use.

- v. The Offeror shall appraise manufactured homes in accordance with Section 58.1-3522 et seq. of the Code of Virginia. Manufactured homes which have been converted to real property pursuant to Section 46.2-653.1 of the Code of Virginia shall be treated as real property as required thereunder.

4. STATEMENT OF WORK

A. Mobile Home Assessments

- i. 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 Offeror shall collect the data on field sheets and record the data in the County's CAMRA application using the same methodologies as used for residential housing.
 - 1. **The following conditions should help in this real property test:**
 - a. Is it a single wide mobile home?
 - b. Has been underpinned, crawl space enclosed, or with additions or improvements in excess of \$10,000 valuation?
 - c. Other similar condition that may reflect the owner's intent to make permanent?
- ii. 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 Offeror.
- iii. Using the County provided mobile home assessment field sheet, the Offeror shall collect data and assess all non-permanent double wide and single wide mobile homes. The Offeror will also document the current use (i.e., housing, storage, dog kennel, etc.) of each mobile home.
- iv. Although these non-permanent structures are not real property, for tracking purposes, the Offeror will enter these structures into the CAMRA application with zero value and the appropriate code indicating the mobile home usage.
- v. 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.

Most of our projects include the locating and listing of mobile homes. We note the location of the mobile homes on the property record card and if possible, we identify the owner of the personal property mobile home. It is customary to note

mobile home hook up sites due to the presence of hook ups increasing the value of the property. We agree to track the mobile homes in CAMRA with a zero value.

5. Status Reports

- A. The Offeror shall at a minimum provide quarterly status reports to County Administration and at request present these reports to the BOS.
- B. The Offeror at a minimum provide monthly status reports to the Commissioner of the Revenue 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.
- C. The format of both the BOS and the County status reports shall be mutually agreed upon by the County and the Offeror. Suggested formats may be put forth in the Offeror's proposal.
- D. For those tasks not progressing on schedule, the Offeror shall provide within these reports adequate explanations and recommended corrective actions. Any corrective action taken shall be mutually agreed upon by the Offeror and the County.

The PAS project manager will provide the periodic reports requested and agreed to in a timely manner. We will use any available reports in the CAMRA system to support our project process.

6. Quality of Work

- A. The Offeror's quality of work performed is of the utmost importance in this contract. To that end, the County requires the ratio studies results fall within the following uniformity relative to coefficient of dispersion (COD).
 - i. R1 and R2 class CODs within a neighborhood or a group of homogeneous neighborhoods shall not exceed twelve percent (12%) for both vacant and improved properties.
 - ii. R3 and R4 class COD within a neighborhood or a group of homogeneous neighborhoods shall not exceed fifteen percent (15%) for both vacant and improved properties.
 - iii. R5 and R6 class CODs within a neighborhood or a group of homogeneous neighborhoods shall not exceed fifteen percent (15%) for both vacant and improved properties.
 - iv. Newer mobile home CODs shall not exceed twelve percent (12%) and older mobile homes COD shall not exceed fifteen percent (15 %.)
 - v. At the completion of the 2017 Reassessment, the overall mean sales to assessment ratio of the assessment for the County shall be no less than 95% of market value with no class of property being less than 90% The Regression Index shall be between .98 and 1.03 for both vacant and improved properties.
 - vi. The Offeror's performance of the reassessment project shall be deemed to be complete after all assessor hearings have been completed and after all deliverables are accepted by the County.

PAS performs sales ratio studies throughout the assessments and we agree with the benchmarks for the different classes of property. All our projects include informal and formal hearings with property owners.

7. Site Visits

A. The Offeror 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.

- i. The Offeror shall measure and sketch new buildings and other major building improvements and record said data in the County’s CAMRA application.
- ii. The Offeror shall capture general property data and improvement data. Data shall include, but is not limited to, the applicable fields shown in Attachment A. The Offeror shall record said data in the County’s CAMRA application.
- iii. The Offeror shall photograph the front and back of each structure valued over \$10,000. The Offeror shall load these photographs into the CAMRA application or into an archival system of the County’s choice.

In our experience it is not customary to photograph the back or rear of structures however, we agree to photograph the rear of the properties if it is accessible to our appraisers.

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

We propose to leave door hangers at properties only when additional information or access is needed to value the property.

- v. In those cases where a property is locked or otherwise inaccessible, the Offeror 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 Offeror shall also validate these estimates against any existing permits. The Offeror shall document in the CAMRA 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.

PAS agrees to code properties where access was not available in our Complete Appraisal Process Solution Software or CAPS.

- vi. In those cases where a property is designated as vacant and is over 10 acreages, the Offeror 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 Offeror shall visit and do an on-site review of the structure(s). If inaccessible, the Offeror shall use maps to estimate size and determine building type. The Offeror will document this use of map estimation in the CAMRA application.

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

We propose the use of a unique code to identify discovered structures. If the code exists in CAMRA then reporting will be accurate without a manual log.

- a. County personnel may periodically accompany assessors and/or data collectors during their site visits.

SAMPLE PROPOSED METHODOLOGY FOR 2021 REASSESSMENT

Project Planning

The reassessment contract will begin with Pearson's Appraisal Services setting up the reassessment office and orientating the Project Manager with County officials, including meeting members of the County's real estate and zoning offices. The Sheriff's department and town officials will be notified of the commencement of the reassessment and will be provided information on project personnel, and vehicle identifications. Any other relative information needed by the County will be supplied upon request. Insurance certificates will also be furnished.

The Project Manager will begin working on-site and will at that time begin an in-depth review of the County's current database in order to obtain a good understanding of the present appraisal data and how it is used to calculate values. Evaluating the CAMRA software will be made by reviewing the following components of the appraisal program: data fields for residential, commercial and industrial properties, land models, calculation models, codes, and neighborhood parameters.

Perform Market/Sales Data Analysis

Cost Approach

Pearson's Appraisal Services would begin to research construction costs from examining building permits, talking with residential and commercial builders, and referencing the cost manual of Marshall & Swift. Testing of new replacement costs and new rates for residential, manufactured housing, commercial and other improvements will be made. Depreciation tables will be produced and tested.

Comparable Sales

Property maps will be prepared by over-laying sales, prices, and dates of sales, zoning, and water and sewer lines. The appraiser will begin to review the sales and will review neighborhoods. The appraiser will be responsible for qualifying these sales and insuring that the property data is correct. A digital picture will be taken from the street of all improved sales.

Income Approach

Commercial and apartment sales will be analyzed by comparable sales and through the income approach. Income, vacancies, and expenses will be used to determine capitalization rates for apartments and commercial buildings.

Calibrate Cost & Depreciation Tables

With the use of multiple regression analysis, the cost tables for residential buildings will be performed. MRA may be used for apartment and commercial buildings if there are a reasonable number of sales. A check of commercial sales will be analyzed against the cost schedules and depreciation tables. Land models and rates will be derived from land sales in each neighborhood.

Sales Data Analysis

With neighborhoods reviewed, and costs and depreciation are calibrated against sales and the income approach is applied for commercial properties a percent of market and a code for each neighborhood will be performed. All the various approaches used in the reappraisal process as well as land and building schedules will be documented in the property reassessment manual that will be prepared by Pearson's Appraisal Services and submitted to the Commissioner of Revenue for review and acceptance.

Field Work/Data Collection

In order to insure an equitable reassessment, all field appraisers will review the newly developed schedules and reassessment manual. They will also be instructed, by the Project Manager, on the use of the County's CAMRA software.

Field work commencement and conclusion dates will be established. All field personnel will have proper identification and will display signs on their cars which will read "County Reassessment" when visiting and inspecting properties. If the owner is present during the field inspection of their property, the appraiser will verify all interior data. No interior inspections will be made, unless specifically requested by the property owner. If the property owner is not at home, an owner-notification card or door hanger will be left for the property owner to complete and return to reassessment office.

All county parcel data will be loaded into our Complete Appraisal Process Solutions software or CAPS and we

will use CAPS for necessary field reviews and to capture images of the improved parcel improvements.

Commercial Properties

Once review of the CAMRA software is made by the commercial appraiser –a certified General Real Estate Appraiser--commercial properties will be visited and inspected in the same manner as residential properties. Owners of managers of commercial properties will be interviewed for verification of existing data and measurements. A check for proper classification of each commercial property will be made and any additional information needed for performing an accurate appraisal will be obtained. A letter requesting income vacancy and expense data will be sent to all owners of improved income producing commercial properties. This letter will give the property owner the opportunity to supply income and expense data as outlined on our form letter. Vacant properties will be coded by zoning, utilities, and size. Adjustments will be made for topography, shape, access, frontage, and location. A digital picture will be taken of each commercial building. Small industrial plants will be appraised in the same manner as commercial properties. All other property, including tax exempt properties and properties required by law to be appraised, will be appraised at market value using acceptable appraisal standards.

Evaluation Review

Corrected data will be entered into the CAMRA system by data entry personnel and recalculated in the CAMRA system. It will be the responsibility of the Project Supervisor to report any problems with the CAMRA system. However, as a system check, Pearson's Appraisal Services will set up models for testing computer calculations. Manual calculations of these models will be made on some residential and commercial properties. If the value changes without a rate change, we will investigate to find the difference. Pearson's Appraisal Services will work closely with the County to correct any software problems.

All properties will then be reviewed by an appraiser to ensure that the data entered is accurate and correct, that the system is calculating correctly, and that the appraised value is consistent with market value.

Preliminary Evaluation

Upon completion of the appraisal field work, Pearson's Appraisal Services will perform an analysis by neighborhood delineation, using 2018 and 2020 sales. This will show the percent of the market and the COD for residential and commercial properties.

Edit reports will be generated to confirm that all new construction has been updated, and all properties have been appraised. Specific reports will include Acres Report/Deed Acreage Equals Appraisal, and Percentage of Increase.

Information Hearings

Pearson's Appraisal Services will work with the County to prepare the reassessment notice and to discuss the procedures for scheduling informal hearings. Notices will be sent out and hearings completed on the agreed upon dates.

8. Real Property Assessments

- A.** The Offeror 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 Offeror shall include all schedule and tables used in the Assessors' Manual.
- B.** The Offeror shall make careful investigations of the fair market value of all improvements making a complete exterior and reasonable interior inspection.
- C.** The Offeror shall train any personnel designated by the County in the assessment techniques and procedures utilized by the Offeror to appraise all real property in the County.

9. Urban and Rural Property

- A.** The Offeror 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 and Commonwealth of Virginia Code including but not limited to topography; soil type; road type; neighborhood trends; and “open space easements.”

10. Small Acreage Tracts

- A. The Offeror shall prepare a pricing schedule applicable to small acreage tracts, especially those of ten (10) 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.

11. Mineral Rights

- A. The Offeror shall make a careful investigation of assessable mineral rights and make the assessment pursuant to applicable law including without limitation Sections 58.1-3286 and 3287 of the Code of Virginia, and consultation with the Commissioner of the Revenue.

12. Properties spanning Towns and County

- A. The Offeror shall specify in the County’s CAMRA 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.

13. Improvements

- A. The Offeror shall make careful investigations of the fair market value of all improvements making a complete exterior and reasonable interior inspection.
- B. The Offeror shall measure all new improvements since last reassessment for 2017 and all improvements in total for 2019 and record data in the County’s CAMRA application.
- C. The Offeror shall measure and sketch new buildings and other major building improvements and record said data in the CAMRA application.
- D. The Offeror shall capture general property data and improvement data and record data in the County’s CAMRA application. Data shall include, but is not limited to, the applicable fields shown in Attachment A.
- E. 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.
- F. For each property with multiple improvements, the Offeror 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.

PAS proposes to conduct the project with the least amount of paper possible. We will load the digital data for the property record cards into our CAPS program and make our on-site reviews using field devices. It is customary for locator type maps for large commercial or industrial complexes. We will work with the Commissioner of the Revenue and the County’s Information Technology professionals to determine how to best meet this requirement.

14. Suburban and Farm Dwellings

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

15. Farm (non-residential), Commercial and Industrial properties

- A. The Offeror shall visit and inspect Farm (non-residential), Commercial and Industrial properties in the same complete manner as residential properties.
- B. 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.
- C. 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.
- D. Computations using Income Approach to value shall be converted to a Bricks and Mortar unit price methodology for final valuation in the County's CAMRA application.
- E. Commercial properties which are not assessed using standard tables, such as for sound value or income approach, the Offeror 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 Assessors' Manual.
- F. Locator Maps shall include the name of the building as known to the industry.

16. Apartment Properties and Rental Properties

- A. The Offeror 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.
- B. Assessment of residential rental apartments containing more than 4 units shall be in accordance with applicable law including without limitation Section 58.1-3295.1.
- C. All apartments shall be reviewed to determine if the housing is subsidized. Subsidized housing shall be assessed in accordance with applicable law including without limitation Section 58.1-3295 of the Code of Virginia.
- D. The Income Approach to value shall be considered and all assessments shall be complete with analysis of income and expense data, if obtainable.
- E. Economic rental estimates shall be used where actual rents are not available.
We will send Income and Expense surveys to the owners or property managers of income producing properties. If we do not receive enough income and expense information we will supplement the data with estimates and industry guides.

17. Industrial Complexes

- A. The Offeror 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:
 - i. Building-by-building component part description of construction and fixed equipment taxable real property, showing individual replacement value and depreciation for each.
 - ii. All yard improvements shall be listed individually and shall be priced and depreciated separately.***Fred W. Pearson our co-owner will oversee the assessment of commercial and industrial properties. Mr. Pearson is a Certified General Real Estate Appraiser. We also have other appraisers that***

specialize in appraising commercial properties.

18. Common Open Space

- A. The Offeror shall appraise and apportion Common Open Space according to applicable law including without limitation Section 58.1-3284.1 of the Code of Virginia.

19. Other Properties and Structures

- A. Grain Bins, Silos, and Other Farm Buildings
 - i. 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.

20. Income Producing Structures

- A. 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.
Many of our projects include the assessment of cell towers and we have industry contacts to assist as needed with any specialty income producing structures.

21. Miscellaneous Structures

- A. 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.

22. Exempt Property

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

23. Property for Public Service Companies

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

24. Personal Property

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

25. All Other Property

- A. The Offeror shall assess all other real property in Fluvanna County not specifically covered previously by this RFP, but required by law to be appraised at fair market value using
 - (a) acceptable assessment standards including without limitation common open space (see Section 58.1-3284.1 of the Code of Virginia) and Leasehold interests (see Section 58.1-3203 of the Code of Virginia).

Construction Costs

- B. The Offeror shall use Marshall and Swift or a similar construction cost index as a basis for determining initial construction costs. The Offeror shall adjust based on random testing against known local construction costs to verify the accuracy and to determine Fair Market Value before being applied. The Offeror shall obtain local construction costs through the County Building, Permits, and Inspections Department and local Offerors, realtors, and appraisers. The Assessors' 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, architecture and engineering Fees and all other factors which impact upon the cost of building construction and its value within the County.
 - C. Unit construction costs shall be inclusive of the items mentioned above.
 - D. 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.

Pearson's Appraisal Services will begin to research construction costs from examining building permits, talking with residential and commercial builders, and referencing the cost manual of Marshall & Swift. Testing of new replacement costs and new rates for residential, manufactured housing, commercial and other improvements will be made. Depreciation tables will be produced and tested.

26. Zoning Considerations

- A. The Offeror shall consider zoning, conditional or otherwise, in the assessment of all real property.
 - i. The Offeror shall use the County's GIS zoning layer for zoning determination within the County, exclusive of the Towns. The Offeror shall obtain all Town zoning and conditional zoning from Town zoning officials.
 - ii. Although County zoning information is in the County's CAMRA application and on the field property record cards ("PRC"s), zoning must be verified through the GIS and/or the appropriate County and/or Town zoning offices if the zoning impacts the property assessment.
 - iii. Detailed information relating to conditional zoning shall be available through the County and/or the Town zoning offices. The Offeror shall record any conditional zoning used in the assessment of a property in the County's CAMRA application and

document the impact of Conditional Zoning in the Assessors' Manual.

27. Assessors' Manual

- A. The Offeror shall develop and maintain an Assessors' Manual. This manual shall include cost and sales data, and any other information used to compile the schedule of values for the final 2018 computations as part of the Assessor's Manual. This document shall be used as a working document by the Offeror. The County will review each delivery of the document, and submit edits/modifications to the Offeror for incorporation as part of document maintenance until the final version is approved by the County.
- B. Upon request, the County will provide a copy of the 2017 Assessors' Manual which can be used as a starting point for the 2019 & 2021 Assessors' Manual. Guidelines as to the Assessor's Manual Content are provided in Attachment B.
- C. The Assessors' 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 CAMRA application and all codes and custom calculations used by the County's CAMRA application shall be reflected in the Assessors' Manual.
- D. All data used in the composition of the manual and to substantiate sales must be turned over to the County.
- E. The Offeror shall provide updated versions of this manual and manual training. Specific dates shall be provided by the Offeror as part of their proposal.
- F. The Offeror shall train designated County personnel in the use of the Assessors' Manual for assessing all types of real property.

Future Assessor's Manuals (2019 and 2021) will be based on the existing Assessor's Manual. Assessor's Manuals are a requirement of all our projects and we are very familiar with what should be in the Assessor's manual and we will train County personnel on how to use the updated manual for the upcoming reassessments.

28. Sales Studies and Sales Ratio Studies

- A. The Offeror 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 Offeror shall contact property owners to determine validity of sales and values.
 - i. Sales Studies shall contain enough valid real property sales and/or transactions stratified into homogeneous neighborhoods; by property class (R1, R2, R3, R4, R5, R6, and exempt) within each neighborhood. Neighborhoods shall be divided into real property classes, by vacant and occupied land within each class.
 - ii. Where valid sales are limited, the Offeror 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.

- iii. Where sales are comparatively scarce and complex, such as with commercial, industrial, and agricultural sales, the Offeror 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.
- iv. The Offeror 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 Fluvanna County districts are based on census data and thus real property within Districts is not homogenous by nature.
- v. The Offeror shall run periodic Sales Ratio Studies to ensure that the project assessments are falling within the acceptance Sales Ratio requirements set forth in this contract.
- vi. The Offeror shall deliver the studies. Specific dates shall be provided by the Offeror as part of their proposal.

PAS will work with the Commissioner of the Revenue to utilize available sales ratio reports in the CAMRA software and PAS can conduct sales ratio studies to verify the percent of market of homogenous properties.

29. Office Administration

A. Property Record Cards, Reports and Other Required Forms

- i. The Offeror shall use County's electronic field cards, and PRCs for data gathering. The Offeror shall use the County's CAMRA application for updating property records as well as printing current and updated PRC and field cards.
- ii. The County will assist the Offeror with the design and development of forms and reports as necessary to be used in the reassessment project including, but not limited to mailers, computer reports, and valuation notices.
- iii. At the start of the reassessment project, the reassessment data in the CAMRA 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 Offeror must specify if the printed PRCs should reflect the assessment data, or should wait until the Offeror has entered new code table information, updated the custom calculation, and made any other preliminary adjustments based upon the initial sales study. ***PAS prefers to receive the property record card data in digital form.***
- iv. Although additional PRCs can be printed by the Offeror on an ad hoc basis, PRCs are available to be viewed online. When possible, online viewing should be used in lieu of printing.

B. Printing

- i. With the exception of bound copies of deliverables and re-mailings done due to error on the part of the Offeror, the County will be responsible for the printing costs associated with the reassessment project. Printing will include, reassessment notices, public relations pamphlets, reports, and deliverables. It will be the joint responsibility of the County and the Offeror to design these items.

- ii. Reprinting of mailers due to error on the part of the Offeror shall be done at the Offeror's expense.
- iii. It shall be incumbent upon the Offeror to maximize the use of electronic tools such as the County's CAMRA application, the GIS application, SharePoint, spreadsheets, etc. to view data rather than print data.

C. Postage

- i. 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 Offeror shall be done at the Offeror's expense.

D. Space Requirements & Office Arrangements

- i. The County will provide, as needed, 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; and provide networking capabilities through the County's network.

E. Phone Service

- i. During Assessor Hearings, the County will provide the Offeror with local and long distance phone service, however, the County will periodically review the Offeror's use of said service to confirm that use continues to be a reasonable cost for the County to bear.
- ii. If such costs, in the opinion of the Contract Administrator, appear excessive the Offeror shall be responsible for justification of such costs, otherwise those costs which appear unreasonable shall be deducted from the final invoice. The Offeror shall bear full responsibility for their cellular phones and services to be utilized during this contract term.
- iii. The County shall provide two (2) phones for the Contract. These phones shall be shared within the Reassessment Office. Additional phones may be added during periods of high volume calling, such as when hearings are being scheduled.

We also request access to the web/internet. Some of our industry tools are web based such as RealtyRates.com and LoopNet.com.

F. Computers and Related Office Software

i. Computers

1. The County shall provide two (2) computers if necessary for full time Offeror use. These computers shall be shared within the Reassessment office.
2. The Offeror computers will be standardized with the following:
3. Microsoft Office for word processing and spreadsheet capabilities;
4. Microsoft Outlook for County e-mail and calendar access;
5. The CAMRA application for assessment work; and
6. The GIS application for map queries and locator map creation.
7. No software or hardware modifications shall be made to the provided PCs without coordination and permission of IT.
8. The County will also provide one (1) public access computer. This computer will be standardized with the following:
 - a. Read only access to the GIS application,
 - b. Microsoft Internet Explorer intended to provide access to
 - c. Real Estate Online, a read only current assessment data
 - d. Reassessment Real Estate Online, read-only the Reassessment

notice data.

G. Microsoft Office

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

H. Microsoft Outlook

- i. The Offeror and the County shall use Outlook as a standard mode of communication. Both the Offeror and the County shall also use this product for scheduling. To this end, each member of the Offeror's staff shall be setup with a Microsoft Outlook email account. These accounts are accessible both inside the County and through an internet version of the application.

I. The CAMRA application

- i. The County will provide the Offeror with access to the County's CAMRA application for the purpose of recording data and assessing properties. The County does not ensure the accuracy of this product. The Offeror must report any application discrepancies to the applicable County Liaison/Project Manager.

J. CAMRA Availability

- i. Reassessment data will be available for use by Offeror. The Offeror shall use the County's CAMRA system throughout the contract period to update reassessment data.
- ii. 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 Offeror and the County to review the data to ensure validity and accuracy throughout the project and before the merge takes place.

K. The GIS Application

- i. The County will provide the Offeror with access to the County's GIS application for the purpose of inquiry and printing of maps to be used in the reassessment, and for doing electronic markup within the GIS application.

L. GIS Training

- i. The County will provide initial training on the GIS application for the purposes of producing work maps and calculating acreages of specific areas within individual parcels of land.
- ii. Training shall be performed on a schedule jointly agreed upon by the Offeror and the County.

M. GIS Support

- i. The functioning of the GIS application is critical to this project. GIS will serve as the point of contact for questions and problem reporting and any issues with the GIS application.
- ii. The Offeror shall work directly with the County's GIS coordinator for technical support problems, customized reports or specialized maps produced through the use of the GIS.
- iii. Upon discovering any application or data discrepancies, the Offeror must immediately email the County's GIS coordinator with the following information:
 1. Description of the problem;
 2. Applicable screen shots;
 3. Where the issue occurred (screen name(s) and fields)
 4. Description of the affected data (PIN, Building or Segment, associated field)
- iv. The County Liaison/Project Manager should be cc:'d on any support communications.

N. GIS Data Ownership

- i. The GIS databases shall remain the property of the County, which shall retain all

rights commensurate with ownership, including the right to sell, release, license, and use or provide GIS databases or maps to others as it deems appropriate in its sole discretion. GIS maps and data produced by the Offeror shall be for official use for the reassessment project exclusively and will not be used for any other purposes.

- ii. The County reserves the right to deny access to certain GIS datasets. These datasets are deemed and will remain hereafter proprietary information of the County, shall not be provided or assigned to other parties, and shall be afforded the full protection of copyright law.
- iii. The Offeror is prohibited from re-formatting, copying or further reproducing GIS digital data.
- iv. The County does not ensure the accuracy of these products. The County disclaims any and all liability or responsibility for any damage, injury, loss, claim or lawsuit arising from any error, inaccuracy or other problem. The Offeror by submitting its response to this RFP agrees to indemnify and hold harmless the County and its officials and employees, from any and all claims, liability damages, injuries and suits arising from the use of GIS data or maps by the Offeror, the Offeror's employees or assignees. The Offeror shall waive all warranties expressed or implied and will waive any right of claim for damages incidental, consequential or special, arising out of or in connection with the use of GIS data or maps.

O. Use of County Records and Maps

- i. 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 Offeror.

GIS and property maps are a key tool for use in reassessments and PAS will request access and training in using any apps used by the county to access the county GIS and Land Records.

P. Offeror Personnel

- i. The Offeror must employ a sufficient number of qualified and experienced employees, including data entry personnel, at all times, to perform the work expeditiously on a timely and controlled basis.
- ii. The Offeror shall use, on the job, competent employees of good character and of adequate numbers to expeditiously perform the work required.
- iii. The Offeror'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.
- iv. No employee of the Offeror is to be deemed an employee or agent of the County and is not entitled to any benefits from the County.

Q. Vehicles

- i. The Offeror shall furnish all vehicles used by the personnel of the Offeror in performance of duties herein described. The Offeror must ensure that all Offeror 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.
- ii. Vehicles must be identifiable by signs located on each side or in the front and back windows of said vehicle. The Offeror shall provide and use their own vehicle identification signs that meet the following requirements:
 1. Letters at least 2" high
 2. Contain the words "County Reassessment"

3. **Variations are only as directed by the County.**

- iii. The Offeror shall provide and maintain a list with the following information regarding vehicles used during the reassessment:
 1. Tag number and State
 2. Vehicle description (color, make, model)
 3. Owner/primary driver.

R. Employees

- i. The Offeror shall furnish to the County a list of Offeror employees who will be working on this project. For good cause, the County will have the right to request the Offeror to remove any employee from work on this project.
- ii. All personnel at all times shall display a personal identification badge provided by the County.

S. Training and Instruction

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

T. Staffing

i. **Project Manager**

1. The Offeror shall have at least one Project Manager on site in the County at all times. The intent is to have a member of the Offeror's staff that is authorized to act on the Offeror's behalf available throughout the project.
2. 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. The Project Manager will be present in the County eighty (80) percent or more of the time during the entire project excepting the first sixty (60) days.

For the 2019 Administrative Review it may not be necessary for the project manager to be present in the County 80% of the time. We will have the project manager present in the County to ensure the projects are completed in a timely fashion.

U. Field Personnel and Assessors

- i. All field personnel and Assessors shall display a personal identification badge provided by the County.
- ii. Once reassessment notices are mailed, the Offeror 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.

V. Clerical Personnel

- i. All clerical personnel shall have at least a rudimentary experience with Microsoft Office products and how to answer phones. The Offeror shall provide general scripts so that the phone responses shall be consistent and informative.
- ii. The week the reassessment notices are mailed, the Offeror shall supplement the clerical staff in order to provide enough staff to answer calls and schedule hearings.
- iii. All call backs in response to voicemail messages must be made within one (1) working day.

W. Notification and Support of Values

i. **Reassessment Notices**

1. 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 Offeror, subject to review by the County.

2. All field work, data entry, and final reviews by the Offeror must be complete by September 2018 in order to meet the reassessment notice mailing deadline of September 28, 2018.

X. Additional Staffing

- i. The first working day after notices are mailed, the Offeror shall provide additional qualified support staff to schedule hearings, appointments and answer questions.
- ii. The Offeror shall make every attempt to accommodate and resolve citizen concerns regarding any notice of change in assessment.
- iii. The Offeror shall log all calls and emails and track responses to such. These services shall be provided at least twice during the contract period.

All our projects include a hearings component. We are experienced in anticipating the need for additional staff to schedule hearings, make appointments, and answer citizen's questions. We will work with the County to "log" calls and emails in some digital fashion such as a shared document using the CAMRA or Microsoft products.

Y. Revisions and Notifications

- i. The Offeror shall complete any necessary revisions to the assessments before December 18, 2018 and December 18, 2020 with all hearing results notifications mailed to the property owner on or before December 21, 2018 and December 21, 2020, respectively.
- ii. The Offeror shall develop a list of codes to be used in the CAMRA application which will indicate the general results of a hearing or phone call on a specific date.
- iii. Within five (5) working days after a hearing, the Offeror shall make any necessary revisions in the CAMRA system and documenting the outcome of the hearing in the CAMRA system using a code and hearing date.
- iv. Within five (5) working days of a citizen call which results in a revision of the original mailed notice, the Offeror shall make the change in the CAMRA system and document the reason for the revision in the CAMRA system using a code and call date.
- v. The Offeror can mail hearing results notifications on a rolling basis once hearings have begun or as a single mailing sent on or before December 21, 2018 and December 21, 2020, respectively.
- vi. In the CAMRA application, the Offeror shall keep a log of all follow-up notices sent.
- vii. For at least a 4-week period following the final mailing of hearing results notifications, the Offeror shall provide a qualified employee to answer questions pertaining to hearing result notifications.

Z. Court Support

- i. The Offeror 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.

AA. Public Relations

- ii. The Offeror shall work with the County IT, and the County Liaison/Project Manager to provide a web presence during the Reassessment project. The content and design will be coordinated and approved by the County before publishing to the Internet.
- iii. The Offeror shall provide speakers, films, literature, and actual computer demonstrations for civic clubs and any other organizations with an interest in the

- reassessment, whenever the County requests, during the course of the contract.
- iv. The Offeror and employees shall endeavor to promote friendly relations with taxpayers and the general public.
 - v. All press releases or other publicity proposed by the Offeror must be presented to the County Administration to acquire BOS approval before being released. Unless release is otherwise required by law, the Offeror shall not release any proposed values, reassessments, data, or any other information either acquired or in the possession of the Offeror to any person, firm or association unless approved in advance by the BOS.
 - vi. Throughout the duration of this contract, the Public shall have access to current assessment data through the County's internet application, Virginia Mass Appraisal Network (VamaNet.) Once Reassessment Notices have been sent, the Public will be able to access a copy of the notice data through a reassessment version of VamaNet. Updates to VamaNet can be made nightly, periodically based on the schedule of hearing results notification, or once after all the hearing notifications have been sent. The Offeror shall specify their desired schedule of updates as part of their RFP response.

It has been our experience that public relations is a shared responsibility of both PAS and the County staff. PAS will make qualified speakers available upon request and PAS will not make any type of public release of reassessment information without the approval of the County.

30. GENERAL (ADMINISTRATIVE REVIEW) REASSESSMENT STATEMENT OF NEEDS

A. 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 Offeror 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 Offeror shall be expected to adhere to the timetable referenced below unless changes are approved by the County.

Pearson's Appraisal Service, Inc. (PAS) proposes and agrees to conduct the first general reassessment with an effective date of January 1, 2019 by conducting an "administrative review" of all property and sales since January 1, 2017 utilizing the tools and products available by the County of Fluvanna. Specifically, all qualified and unqualified sales, building permit costs, GIS maps and any comparison reports available in the CAMRA will be used to complete the administrative review. Our project manager will work with the Commissioner of the Revenue to determine the best tools available to use in the review.

The Administrative Review will be conducted primarily in the office by our appraisers. All parcels with new construction permits will be visited and digital images will be captured.

B. Hearings

- i. The Offeror shall schedule, hold, and document informal hearings starting October 1, 2018 and ending in December 2018. 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.
PAS agrees to this schedule.

C. Timetable/Schedule

- i. The Offeror 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 Offeror and the County.

D. Start of Work

- i. The Offeror shall be prepared to begin the work to be performed under the contract after acceptance by the BOS, starting approximately January 1, 2018 although obtaining required personnel and other tasks may begin directly after award of the contract.
- ii. The Offeror may occupy the County-provided office space on or about February 15, 2018.

E. Field Work

- i. The Offeror shall provide a schedule of how data collection and field work across the County shall progress prior to beginning field work.
- ii. The Offeror shall complete all field work and review all assessments by September 19, 2018 in order to meet the reassessment notice mailing vendor's submission deadline of September 24, 2018.

F. New Construction Assessments

- i. 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 Offeror shall conduct hearings.

G. New Construction and Partially Completed Construction

- i. The Offeror shall appraise buildings partially completed as their value based on the percentage of completion as of January 1, 2018.
- ii. All new construction completed between November 1, 2017 and December 31, 2017 and new construction partially completed as of January 1, 2019, shall be appraised at the finalized 2018 values and delivered to the Commissioner of the Revenue by the Offeror on or before January 10, 2019. 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.
- iii. The Offeror shall conform to the same guidelines per the "Statement of Needs" stated hereto and herein. The dates for the Administrative Reassessment shall encompass all new construction permits dated on or after January 1, 2017. The Offeror shall complete the Administrative reassessment no later than
- iv. Pursuant to Section 58.1-3300 of the Code of Virginia, the Offeror shall complete all reassessments in a timely manner, with the original signed Reassessment Land Books to be delivered and filed with the Fluvanna County Circuit Court Clerk and all signed copies and all other records to be delivered or returned to the Commissioner of the Revenue by December 31, 2018 or March 31, 2019, if extended pursuant to Section 58.1-3257 of the Code of Virginia. The Offeror shall apply for a three-month extension of the reassessment process through March 31, 2019 at the request of the Fluvanna County Board of Supervisors (also sometimes referred to as the "BOS").

H. Document Deliverables

- (b) The Offeror shall provide each document deliverable in electronic Microsoft Word format. The Offeror shall provide a list of Key Dates, suggested time delivery time

frames, and number of bound copies required as part of the delivery. The Offeror shall be responsible for the cost associated with the production of bound copies.

PEARSON'S PROPOSED METHODOLOGY FOR THE ADMINISTRATIVE REVIEW

Project Planning

The reassessment project will begin after the contract is awarded with Pearson's Appraisal Services setting up the reassessment office and orientating both the Project Manager and Office Manager with County officials, including meeting members of the County's real estate and zoning offices. The county officials will be notified of the commencement of the reassessment review and will be provided information on project personnel, and vehicle identifications. Any other relative information needed by the County will be supplied upon request.

The Project Manager will begin working on-site within 30 days and will at that time begin an in-depth review of the County's current database in order to obtain a good understanding of the present appraisal data and how it is used to calculate values. Evaluating the CAMRA software will be made by reviewing the following components of the appraisal program: data fields for residential, commercial and industrial properties, land models, calculation models, codes, and neighborhood parameters.

Perform Market/Sales Data Analysis

Pearson's Appraisal Service, Inc. (PAS) will perform the appropriate comprehensive sales data analyses prior to the appraisal of any real property. Our analyses shall include qualified sales and transactions from the various classes of real property found in the County and shall take into account the difference in geographic areas. We will provide pertinent data regarding these transactions to the County and we will work with the County on the format of the report.

Cost Approach

Pearson's Appraisal Services would begin to research construction costs from examining building permits, talking with residential and commercial builders, and referencing the cost manual of Marshall & Swift. Should the 2019 Administrative Review reassessment need costs adjustments PAS will make those recommendations to the Commissioner of Revenue.

Comparable Sales

Property maps will be prepared by over-laying sales, prices, and dates of sales, zoning, and water and sewer lines. The appraiser will begin to review the sales and review the

neighborhoods. The appraiser will be responsible for qualifying these sales and insuring that the property data is correct.

Field Work/Data Collection

For the Administrative Review reassessment, tax data and sales will be reviewed in the office by qualified personnel. Any property needing a field visit will be flagged but we expect very few field visits during the 2019 reassessment.

All field personnel will have proper identification and will display signs on their cars which will read "County Reassessment" when visiting and inspecting properties. If the owner is present during the field inspection of their property, the appraiser will verify all interior data. No interior inspections will be made, unless specifically requested by the property owner. If the property owner is not at home, an owner-notification card, provided by the County, will be left for the property owner to complete and return to reassessment office.

Commercial Properties and Small Industrial Plants

For the Administrative Review reassessment, tax data and sales will be reviewed in the office by qualified personnel. Any property needing a field visit will be flagged but we expect very few field visits during the 2019 reassessment.

Properties that need an on-site review will be visited and a digital image captured.

Evaluation Review

Corrected data will be entered into the CAMRA system by data entry personnel and recalculated in the CAMRA system. It will be the responsibility of the Project Manager to report any problems with the CAMRA system. However, as a system check, Pearson's Appraisal Services will set up models for testing computer calculations. Manual calculations of these models will be made on some residential and commercial properties. If the value changes without a rate change, we will investigate to find the difference. Pearson's Appraisal Services will work closely with the County to correct any software problems.

All properties will then be reviewed by an appraiser to ensure that the data entered is accurate and correct, that the system is calculating correctly, and that the appraised value is consistent with market value.

Preliminary Evaluation

Upon completion of the appraisal field work, Pearson's Appraisal Services will perform an analysis by neighborhood delineation, using 2017 and 2018 sales. This will show the percent of the market and the COD for residential and commercial properties.

Edit reports will be generated to confirm that all new construction has been updated, and all properties have been appraised. Specific reports will include Acres Report/Deed Acreage Equals Appraisal, and Percentage of Increase.

Information Hearings

Pearson's Appraisal Services will work with the County to prepare the reassessment notice and to discuss the procedures for scheduling informal hearings.

The objective of these hearings is to:

- ***List and note comments from the property owner***
- ***Explain property data***
- ***Explain the appraisal***
- ***Show comparable property sales***

Based on the information obtained from the property owner, there may or may not be a change needed. If there is a question concerning physical data, an on-site inspection might be required.

A second notice will be sent for each property reviewed in a hearing. This notice will inform the property owner if there is a change or no change in their property assessment.

Formal Hearings

The Board of Equalization shall be conducted as needed. Pearson's will provide an experienced appraiser to attend the BOE hearings when requested.

Tentative Schedule with Project Chronology for Reassessment January 1, 2019

Task	Commencement
New Constructions Listed and Appraised	January 2018
Set up reassessment office	February 2018
Insurance	February 2018
Personnel Qualifications and ID's	February 2018
Acquire MLS data on sales and active listings	February 2018
Review 1/1/2017 to 3/31/2018 Sales	February 2018
Review Construction Costs	March 2018
Certified by the VA Dept. of Taxation	March 2018
Present Sales Analysis Results	April 2018
Present Construction Cost Report	April 2018
Review with Commissioner of the Revenue	April 2018
Begin Property Administrative Review (3300 Monthly)	April 2018
Meet Quarterly or as needed Commissioner of Revenue and County Administrator	Ongoing
Quarterly Progress Reports	Ongoing

Data Entry (3300 Monthly)	April 2018
Assessor's Manual Complete and Delivered	July 2018
List, appraise, and deliver new construction to Commissioner of the Revenue	January 2018 and Ongoing
Administrative Review of Property Completed	August 2018
Review 2018 Sales and changes to reflect market value	August 2018
Data Entry Complete	August 2018
Review all building permits	August 2018
Final edits and value reviews	August 2018
Mail Notices Real Property and Mobile Homes	September 24, 2018
Begin Hearings	October 12, 2018
Complete Hearings	November 15, 2018
Final Values on all property & data entry	December 18, 2018
Sign Reassessment Book	December 18, 2018
Results of Hearings	December 21, 2018
New Construction Complete	January 2019
Available to Assist the BOE	2019

NOTE: Building permits will be listed and appraised and delivered monthly to the Commissioner of the Revenue

31. GENERAL REASSESSMENT STATEMENT OF NEEDS

A. Time of Completion/Performance of Work

- i. It is specifically agreed, and so declared, that time is of the essence in the performance of this contract. The Offeror 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 Offeror shall be expected to adhere to the timetable referenced below unless changes are approved by the County.

B. Hearings

- i. The Offeror shall schedule, hold, and document informal hearings starting October 5, 2020 and ending in December 2020. 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.

C. Timetable/Schedule

- i. The Offeror 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 Offeror and the County.

D. Start of Work

- i. The Offeror shall be prepared to begin the work to be performed under the contract, starting approximately January 1, 2020 although obtaining required personnel and other tasks may begin directly after award of the contract.
- ii. The Offeror may occupy the County-provided office space on or about February 15, 2020.

E. Field Work

- i. The Offeror shall provide a schedule of how data collection and field work across the County shall progress prior to beginning field work.
- ii. The Offeror shall complete all field work and review all assessments by September 18, 2020 in order to meet the reassessment notice mailing vendor's submission deadline of September 25, 2020.

F. New Construction Assessments

- i. 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 Offeror shall conduct hearings.

G. New Construction and Partially Completed Construction

- i. The Offeror shall appraise buildings partially completed as their value based on the percentage of completion as of January 1, 2018.
- ii. All new construction completed between November 1, 2020 and December 31, 2020 and new construction partially completed as of

- iii. January 1, 2019, shall be appraised at the finalized 2018 values and delivered to the Commissioner of the Revenue by the Offeror on or before January 10, 2019. 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.
- iv. The Offeror shall conform to the same guidelines per the “Statement of Needs” stated hereto and herein. The dates for the General Reassessment shall encompass all new construction permits dated on or after January 1, 2020. The Offeror shall complete the Administrative reassessment no later than
- v. Pursuant to §58.1-3300 of the Code of Virginia, the Offeror shall complete all reassessments in a timely manner, with the original signed Reassessment Land Books to be delivered and filed with the Fluvanna County Circuit Court Clerk and all signed copies and all other records to be delivered or returned to the Commissioner of the Revenue by December 31, 2020 or March 31, 2021, if extended pursuant to Section 58.1-3257 of the Code of Virginia. The Offeror shall apply for a three-month extension of the reassessment process through March 31, 2021 at the request of the BOS.

H. Document Deliverables

The Offeror shall provide each document deliverable in electronic Microsoft Word format. Offeror shall provide a list of Key Dates, suggested time delivery time frames, and number of bound copies required as part of the delivery. The Offeror shall be responsible for the cost associated with the production of bound copies.

Tentative Schedule with Project Chronology for Reassessment January 1, 2021

Task

New Constructions Listed and Appraised 1/1/2019 to 12/31/2019	January 2020
Set up reassessment office	February 2020
Insurance	February 2020
Personnel Qualifications and ID's	February 2020
Acquire MLS data on sales and active listings	February 2020
Review 2019 and available 2020 Sales	February 2020
Review Construction Costs	March 2020
Present Sales Analysis Results	April 2020
Present Construction Cost Report	April 2020
Review with Commissioner of the Revenue	April 2020
Begin Property Inspection and Appraisal (3300 Monthly)	April 2020
Meet Quarterly or as needed Commissioner of Revenue and County Administrator	Ongoing

Quarterly Progress Reports	Ongoing
Data Entry (3300 Monthly)	April 2020
Assessor's Manual Complete and Delivered	July 2020
List, appraise, and deliver new construction to Commissioner of the Revenue	January 2020 and Ongoing
Property Review Completed	August 2020
Review 2019 Sales and changes to reflect market value	August 2020
Data Entry Complete	August 2020
Review all building permits	August 2020
Final edits and value reviews	August 2020
Mail Notices Real Property	September 24, 2020
Begin Hearings	October 15, 2020
Complete Hearings	November 12, 2020
Final Values on all property & data entry	December 18, 2020
Sign Reassessment Book	December 18, 2020
Results of Hearings	December 21, 2020
New Construction Complete	January 2021
Available to Assist the BOE	

32. PROPOSAL PREPARATION & SUBMISSION REQUIREMENTS

A. General Requirements

- i. RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and three (3) copies of each proposal, along with one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick, must be submitted to the Issuing Department as stated on page one (1) of this Request for Proposal. The Offeror shall make no other distribution of the proposal.
- ii. 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 Issuing 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 Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- iii. 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.
- iv. 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.
- v. 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.
- vi. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP will belong exclusively to the County 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 specifically and in accordance with applicable law at the time the data or other material is

- submitted. The County reserves the right to ask for additional clarification prior to establishing protection.
- vii. The County will not be responsible for any expenses incurred by the Offeror in preparing and submitting a proposal.
 - viii. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. 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 County. The Issuing Department will schedule the time and location of these presentations. Oral presentations are an option that may or may not be utilized.
 - ix. All proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 64 of the General Conditions and Instructions to Bidders/Offerors. Use the form on page 47 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. Failure to include this form with your proposal submission may result in rejection of your proposal.

33. SPECIFIC PROPOSAL REQUIREMENTS

- A. 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:
 - i. **Certification**
 - 1. Certification page and the return of this completed RFP inclusive of all required forms and any Addenda, signed and completed.
Included.
 - ii. **Organization Chart**
 - 1. 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.
PAS resumes are included in this response please see that section instead of an organization chart.
 - iii. **Approach to Completion**
 - 1. A written narrative detailing the approach to completing the Reassessment project. The Offeror shall outline all additional responsibilities it expects the County to assume if different from those specified herein.
 - iv. **Timeline**
 - 1. 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.
 - v. **Fee Proposal**
 - 1. Offeror shall identify a fee proposal for each reassessment based on the

deliverables expected and outlined herein and in conjunction with the proposed timeline as stated in Section III of this RFP. 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 throughout the period of the contract. The Offeror shall also include a firm, fixed price per parcel for all pictures taken of the properties being assessed.

vi. **References**

1. 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.

Attached.

vii. **Forms:**

1. All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
 - a. Certificate of No Collusion
 - b. Offeror Statement
 - c. Proof of Authority to Transact Business in Virginia
 - d. Vendor Data Sheet

Attached.

- viii. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.

34. EVALUATION CRITERIA

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

- i. Proven experience in providing similar reassessment services for other localities of similar size, scope, and complexity. ***PAS has over 35 years of appraisal experience and we have the knowledge and ability to complete the projects.***
- ii. Resumes, professional experience, and professional licensure of principal(s), project manager(s), and professional staff who will be working for Offeror in the provision of said services. Special attention shall be given as to the qualifications of the person Offeror proposes for appointment as the Professional Assessor for the County. ***Fred W. Pearson is a Certified Professional Assessor and resumes are included for our proposed staff.***
- iii. Expertise, qualifications, and experience of the Offeror in providing and conducting reassessment services relevant to the County's requirements, to include qualifications of proposed staff. ***Proposed staff resumes are attached.***
- iv. Approach to completing the reassessment services as specified in the Statement of Needs. ***PAS has included timelines and methodology for your consideration.***
- v. Proposed schedule for completion of all tasks outlined herein. ***See iv. Above.***
- vi. Pricing and payment terms/structure. ***We have included a cost proposal sheet.***
- vii. All Proposals received shall be evaluated based upon the evaluation criteria listed below.
 1. Costs (25 pts.)
 2. Responsiveness to the County's Goals (20 pts)
 3. Proposer qualifications, expertise and experience (35 pts.)
 4. Positive References (20pts.)

35. ADDITIONAL INFORMATION

- A. Any inquiries or requests for clarification or additional information must be delivered in writing (via email) to the County no later than December 14, 2017 by 2:00pm to the Procurement contact above.
- B. All inquiries will be answered via an addendum, posted to eVA and the County website.

36. AWARD OF CONTRACT

- A. 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 County shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to those Offerors. The County 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 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, 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 Offeror's proposal as negotiated.

The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Appendix I. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).

Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the Financings identified herein. The County may choose not to award a contract under this RFP.

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

ATTACHMENT B, Assessors' Manual Content

The information below is intended to show the information that should be provided in the Assessors' Manual and is not intended to provide a format for the document.

The Assessors' Manual shall include, but is not limited to:

- 1.** Summary of the principles and essentials of uniform property valuation and assessment.
- 2.** Valuation of lots and parcels of land:
- 3.** Explanation of land values, classes and grades, effect of current zoning and conditional zoning, and method by which determined.
- 4.** Table of land adjustment types including standards for how each adjustment type is used.
- 5.** Land value schedules, including a tax map index and depth/frontage tables (where applicable), and sample computations.
- 6.** Land schedule applicable to small acreage tracts, especially those of twenty-five (25) acres or less, which have potential other than farm usage.
- 7.** Home site and residual land per acre schedules with explanation of valuation method.
- 8.** Examples of application of valuation of segments, lots, and parcels.
- 9.** Valuation of Improvements:
 - a.** Specifications and detailed schedules of reproduction costs on all types of houses, commercial properties, and special purpose buildings shall be in square foot increments.
 - b.** Tables of base reproduction costs for residential, commercial and special purpose buildings as used in the County's CAMA application (Residential Square Foot rate and Grade tables) and examples of the associated computations.
 - c.** Tables of additions and deductions from base reproduction costs to meet the requirements of the County as determined in consultation with the County.
 - d.** Physical depreciation tables or age/life tables on all classes of buildings, including a consolidated rate percentage table.
 - e.** Examples of application of building depreciation tables.
- 10.** Functional and Economic Obsolescence
 - a.** Standards for all classes of residential, commercial and industrial buildings; for over-improvement, under-improvement, location, out-of-business, and lack of functional utility.
 - b.** Examples of the application of obsolescence.
- 11.** Market Code Adjustments for Land and Improvements
 - a.** Code Adjustment Tables with a standard for how each adjustment type can be used.
 - b.** Examples of the application of adjustments.
- 12.** Neighborhoods

- a. Neighborhoods tables with a standard for how neighborhood determination.
 - b. Explanation of determining factors in creating the neighborhood such as common topography, zoning, subdivision, etc.
 - c. Explanation of adjustments associated with those neighborhoods.
- 13. Commercial and Industrial**
- a. Range of capitalization rates for the County where Income Approach to Value is used.
 - b. Explanation of capitalization rates as applied in the County, and how developed and applied. Note: Although the Offeror may use Income Approach for initial valuation, the Offeror shall convert the final valuation to the valuation method used in the County's CAMA application.
 - c. Schedules for commercial and industrial buildings, by components of construction. The Offeror shall also include a section or attachment showing the methodologies used to assess each commercial property which does not use standard schedules and tables.
- 14. Special Cost Schedules**
- a. Schedules for including but not limited to metal buildings, grain bins, hog parlors, chicken houses, auto repair garages, trim shops, body shops, paint shops and underground fuel storage tanks, cell towers, and golf courses.
 - b. Tables and Schedules showing additions or deductions from base prices in each residential, commercial, industrial, farm and special purpose building schedule. Every change from base specifications shall be recorded in the manual and in the County's CAMA application. Prices for various sizes and types of garages, fireplaces, sun porches, carports, patios, outbuildings, elevators or any improvement which does not fall within the base rate table shall be included in the pricing schedule.
- 15. Mobile home schedule that reflects market value.**
- 16. Examples and Samples**
- a. Assessment examples demonstrating use of the manual in appraising selected residences, farms, commercial and industrial buildings in the County. Samples should include how both land and improvement values are calculated.
 - b. Samples of County's property record cards with an explanation of the use of these cards and the data contained herein.
- 17. The Offeror shall include a section or attachment showing the methodologies used to assess common elements. This information shall be ordered by subdivision.**

Any other information, facts, or factors may be used in determining the fair market value in money of the real property to be appraised.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

- 1. VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
- 2. DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being

Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.

- o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
 - p. State: The Commonwealth of Virginia.
3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

- 4. COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
- 5. DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being 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 Reconciliation Act of 1996, P.L. 104-193.
- 6. CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
- 7. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation 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 any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
- 8. LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

 - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original

Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and

- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.

- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
 - d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
 - e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
 - f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
 - g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.
- 10. ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.
- 11. IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:
- a. Addressed as indicated on page 1 of the solicitation;
 - b. Solicitation number;
 - c. Title;
 - d. Bid due date and time;
 - e. Bidder's name and complete mailing address (return address); and
 - f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

- 12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.
- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.

- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
 - e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
 - f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.
- 22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and

any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

- 23. OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- 24. BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog 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 "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
- 25. FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- 26. CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to

transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

30. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder 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 physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

- 33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

- 34. APPLICABLE LAW AND COURTS:** Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.
- 35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
- 36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.
- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

- 38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- 39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)

Worker’s Compensation Amount required by Virginia law

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers’ compensation coverage in the amount required by Virginia law.

- 40. KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. 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 law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:
- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
 - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.

- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in

the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall 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, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: 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. 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 Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any 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, dispensation, 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 the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County’s Procurement Procedures, 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 Contract.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County’s convenience in the County’s sole discretion (“termination for convenience”), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract (“cooperative procurement”). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor’s own work or to the work of other contractors, for which the Contractor’s workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and

g. For any Contract involving Services of any nature, the Contractor further agrees to:

- i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
- ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
- iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
- iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. **FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION.** The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability

partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

69. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

70. COMPLIANCE: Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County,

such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.

- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;
 - b. Name of Article and Stock Number;
 - c. Quantity Ordered;
 - d. Quantity Shipped;
 - e. Quantity Back Ordered; and
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if

express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

- 76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is

_____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is

_____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) _____

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature

Print Name: _____
Print Title: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ (month), _____ (year) by _____ (Print Name), _____ (Print Title) on behalf of _____ (Name of Entity).

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)

Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature

Print Name: _____
Print Title: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
____ (year) by _____ (Print Name),
____ (Print Title) on behalf of _____ (Name
of Entity).

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)

Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

RESUMES**FRED W. PEARSON****Owner/Supervisor Pearson's Appraisal Services, Inc. / Reappraisal Inc.***Certified General Real Estate Appraiser***CERTIFICATION**

Certified Virginia General Appraiser, Virginia Real Estate Appraiser Board
 Certified Virginia Professional Assessor, Virginia Department of Taxation
 Certified Ad Valorem Appraiser, North Carolina Dept. of Revenue
 Certified Georgia Real Property Appraiser, Georgia Real Estate Commission
 Certified North Carolina General Appraiser, North Carolina Appraisal Board

EXPERIENCE

For the past 30 years, owner and manager of Pearson's Appraisal Service, successfully managed and supervised reassessments and revaluations for Virginia and North Carolina municipalities including the following:

Amelia County, VA.	Westmoreland County, VA.
Buckingham County, VA.	Beaufort County, NC
Brunswick County, VA.	Durham County, NC
Charlotte County, VA.	Edgecombe County, NC
Cumberland County, VA.	Johnston County, NC
Essex County, VA.	Macon County, NC
Fauquier County, VA.	Onslow County, NC
Lunenburg County, VA.	Swain County, NC
Northumberland County, VA.	Stanly County, NC
Nottoway County, VA.	Wake County, NC
Patrick County, VA.	Nash County, NC
Powhatan County, VA.	Pasquotank County, NC
Prince Edward County, VA.	Wise County, VA
Richmond County, VA.	Wythe County, VA.
Sussex County, VA.	Warren County, VA.

Prior to incorporation of Pearson's Appraisal Service, appraisal experience includes working for the Virginia Department of Taxation.

EDUCATION

B.S. Business Administration, Atlantic Christian College, Wilson, North Carolina
 Completed Courses 1, 2 and 3 under the supervision of the IAAO.

REFERENCES

Mr. Ken McArtor
 Revenue Department
 Wake County, North Carolina
 Tel. # (919) 856-7115

Ms. Julie Phillips
 Commissioner of Revenue
 Cumberland County, Virginia

Tel. # (804) 492-4288

Mr. Ken Joyner
Tax Assessor
Mecklenburg County, North Carolina
Tel. # (704) 562-8106

NUMBER OF YEARS OF APPRAISAL EXPERIENCE

35 years

RANDALL CARTER WILLIS
Project Supervisor/Professional Assessor

EXPERIENCE

Presently assisting with the production of Granville County, North Carolina's 2018 revaluation.

Previous Job assignments through Pearson's Appraisal Service;

- Supervised the production of Nottoway County, Virginia 2018 reassessment.
- Supervised the production of Amelia County, Virginia 2018, 2012 and 2006 property reassessment.
- Supervised the reassessment project for Lunenburg County, Virginia 2018, 2012 and 1998 property reassessment.
- Assisted with the appraisal work for Vance County, North Carolina 2016, and 2007 revaluation
- Supervised the production of Charlotte County, Virginia 2013 property reassessment.
- Supervised the production of Cumberland County, Virginia 2014 property reassessment.
- Supervised the production of Powhatan County, Virginia 2012, 2010, and 2008 reassessment.
- Served as the Project Supervisor/Assessor for the City of Emporia, Virginia property reassessment effective for the tax years of 2000, and 2002.
- Supervised the production of Charles City County, Virginia property reassessment effective for the tax year 2001.
- Supervised the completion of the revaluation project for Vance County, North Carolina effective for the tax year 2000.
- Supervised the reassessment project for Brunswick County, Virginia effective for the tax year 2012, and 2000.
- Supervised the reassessment project for Charles City County Virginia 1997 reassessment.
- Served as the appraiser for the City of Franklin, Virginia 1996, and 1994 reassessment.

Randall Willis's resume continued...

- Assisted in the appraisal of all real property for the production of Northampton County, North Carolina 2011, and 1996 computerized property revaluation.

- Assisted in the appraisal of all real property for both Brunswick and Nottoway County, Virginia 1994 property reassessments.

CERTIFICATION

Certified by the N.C. Dept. of Revenue as an Ad Valorem Tax Appraiser

EDUCATION

Attended Keysville Community College, Virginia

- 1992/1993 Principles of Real Estate

Attended Mosely-Flint School of Real Estate Richmond, VA

- Basic Appraisal Fundamentals
- Advanced Residential Appraisal
- Appraisal Practices and Regulations

REFERENCES

- a) Sharon Brooks-Powell
Tax Administrator
Granville County, NC
Tel.# (919)603-1317
sharon.powell@granvillecounty.org

- b) Laura M. Walsh
Commissioner of Revenue
Amelia County, VA
Tel.# (804)561-2158
laura.walsh@ameliacova.com

- c) Ms. Denise Smith
Commissioner of Revenue
Charles City County, Va.
Tel.# (804)652-2162
dsmith@co.charles-city.va.us

26 YEARS OF EXPERIENCE

Roy Edward Lamb Jr,

Appraiser

EXPERIENCE

Serving as a field appraiser in Patrick County, VA.

Previous Job Assignments through Pearson's Appraisal Service include:

Served as an Appraiser for the following Projects:

Assisted with the Durham County, NC Property Verification 2017

Field Appraiser, Wake County, NC 2016 reassessment

Patrick County, Virginia's property 2015 reassessment

Camden County, North Carolina 2015 property revaluation

Chowan County, North Carolina 2014 property revaluation

CERTIFICATION

Certified by the NC Dept. of Revenue as an appraiser for Ad Valorem tax purposes.

REFERENCES

a) Mr. Robert Ezzell

Project Manager

North Carolina Counties

[434-917-9016](tel:434-917-9016)

b) Mrs. Lisa Anderson

Tax Administrator and County Assessor

117 NC Highway 343 N.

Camden, NC 27921

[252-338-1919](tel:252-338-1919)

c) Mrs. Janet H. Rorrer

Master Commissioner of Revenue

106 Rucker Street

Stuart, VA 24171

[276-694-7131](tel:276-694-7131)

YEARS OF EXPERIENCE

4 years

ADAM GUY GARNER
Certified Field Appraiser

EXPERIENCE

Present –Field appraiser in Augusta County, VA for the 2019 reassessment

Previous job assignments including:

Served as a field appraiser for the following reassessment and revaluation projects:

- Amelia County, VA for 2018 reassessment
- Warren County, North Carolina's 2017 revaluation
- The City of Hopewell, Virginia's 2017 reassessment
- Amelia County, Virginia's 2018 reassessment

EDUCATION

Graduated from Arete Christian Academy in 2015

Two years community college at Rappahannock Community College

CERTIFICATION

Certified by the NC Dept. of Revenue as an appraiser for Ad Valorum tax purposes.

REFERENCES

a) Mr. Starlin Beatty

Tax Administrator

Warren County, NC.

Tel.#(252)257-4158

Email: starlinbeatty@warrencountync.gov

b) Ms. Patrizia Waggoner

Real Estate Assessor

City of Hopewell, VA.

Tel.#(804)541-2234

Email: pwaggoner@hopewellva.gov

c) Ms. Laura M. Walsh

Commissioner of Revenue

Amelia County, Va.

Tel.#(804)561-2158

Email: laura.walsh@ameliacova.com

YEARS OF EXPERIENCE

3 years

DOROTHY “DOTTIE” MYERS
Office Manager, Data Entry & Clerical Support
EXPERIENCE

Pearson’s Appraisal Service, for the following Reassessment/Revaluation Offices:

- Wythe County, VA, 2017 reassessment
- Westmoreland County, VA, 2016 reassessments
- Mecklenburg County, NC, 2013-2014 property reviews
- City of Winchester, VA, 2013, 2015, and 2017 reassessments
- Warren County, VA, 2003, 2007 reassessments
- Shenandoah County, VA, 2005 reassessment
- Madison County, VA, 2013 reassessment
- Assistant Data Entry Clerk for Rockingham County, VA, 2010 reassessment

Non-related experience includes 20 years as System Operator/Programmer for Bowman
Apple Products, Mt. Jackson, VA

EDUCATION

- Lord Fairfax Community College continuing education, Middletown, VA
- B.S. in Business Education, Accounting/Data Processing, James Madison University,
Harrisonburg, VA

REFERENCES

- Mr. Sonny Fultz
Appraiser
Mt. Jackson, VA
Tel. # (540) 335-2029
- Mr. Lowell Barb
Commissioner of Revenue
Rockingham County
Harrisonburg, VA
Tel. # (540) 564-1132
- Ms. Celeste Broadstreet
Assistant Finance Director/Real Estate Administrator
City of Winchester
Winchester, VA
Tel. # (540) 667-2048

YEARS OF EXPERIENCE IN REASSESSMENT

15

CURRENT REAPPRAISALS UNDER PROGRESS FOR 2019

Johnston County, NC

Revaluation Effective for 2019, also performed 1995 and 2011 revaluations
Approximately 95,000 parcels
Ms. Sheila Garner, Tax Administrator
P. O. Box 368
Smithfield, NC 27577
Tel# 919-989-5130

Sampson County, NC

Revaluation Effective for 2019, also performed 2011, 2003 & 1995 Revaluations
Approximately 50,000 parcels appraised
Contact: Jim Johnston, Tax Administrator
P. O. Box 1082
Clinton, NC 28329
Tel.#(910)592-8146

Hertford County, NC

Revaluation Effective for 2019
Approximately 16,000 parcels
Ms. Sylvia F. Anderson, Tax Administrator
P. O. Box 526
Winton, NC 27986
Tel#(252)358-7810

Charlotte County, VA

Reassessment Effective for 2019
Approximately 13,438 parcels
Ms. Monica L. Elder, Purchasing Agent
250 LeGrande Avenue, Suite A
Charlotte Court House, VA 23923
Tel #(434)542-5117

Russell County, VA

Reassessment Effective for 2019
Approximately 25,077 parcels
Mr. Lonzo Lester
Russell County Administrator
137 Highland Dr.
Lebanon, VA 24266
Tel #(276)889-8000

City of Winchester, VA

Ms. Celeste Broadstreet, Assistant Director/
Real Estate Administrator
Reassessment Effective for 2019
Rouss City Hall
15 N. Cameron St.
Winchester, VA 22601
Tel.# (540) 667-1815

CURRENT REAPPRAISALS UNDER PROGRESS FOR 2018

Beaufort County, NC

Revaluation Effective for 2018
Approximately 45,000 parcels
Mr. Bobby Parker, Tax Administrator
P. O. Box 160
Washington, NC 27889
Tel # (252) 940-6152
bobbyparker@co.beaufort.nc.us

Granville County, NC

Revaluation Effective for 2018
Approximately 35,000
Ms. Judy Stovall, Tax Administrator
P. O. Box 219
Oxford, NC 27565
Tel # (919) 693-4181
judy.stovall@granvillecounty.org

Amelia County, VA

Reassessment Effective for 2018
Approximately 9,500 parcels
Ms. Laura M. Walsh, Commissioner of the Revenue
P. O. Box 269
16360 Dunn St, Ste 102
Amelia, VA 23002
Tel # (804) 561-2158
laura.walsh@ameliacova.com

Brunswick County, VA

Reassessment Effective for 2018
Approximately 17,000 parcels
Ms. Camilla Clayton-Bright, Commissioner of the Revenue
P. O. Box 669
Lawrenceville, VA 23868
Tel # (434) 696-2516

Lunenburg County, VA

Reassessment Effective for 2018
Approximately 12,400 parcels
Ms. Liz Y. Hamlett, Commissioner of the Revenue
11512 Courthouse Rd, Ste 101
Lunenburg, VA 23952
Tel # (434) 696-2516
hamlett@lunenburgva.net

Nottoway County, VA

Reassessment Effective for 2018
Approximately 16,000 parcels
Ms. Christy Hudson, Commissioner of the Revenue
P. O. Box 5

Nottoway, VA 23955
Tel # (434) 645-9317
chudson@nottoway.org

Sussex County, VA

Reassessment Effective for 2018
Approximately 9,500 parcels
Ms. Ellen Boone, Commissioner of the Revenue
P. O. Box 1398
15074 Courthouse Rd
Sussex, VA 23884
Tel # (434) 249-1024

CURRENT REAPPRAISALS UNDER PROGRESS EFFECTIVE FOR 2017

Orange County, NC

Revaluation Effective for 2017
Approximately 54,800 parcels
Mr. T. Dwane Brinson, CAE, Director of Revenue
228 S. Churton St., Ste 200
Hillsborough, NC 27278
Tel # (919) 245-2100

Hyde County, NC

Revaluation Effective for 2017
Approximately 8,532 parcels
Ms. Linda Basnight, Tax Administrator
PO Box 279
Swan Quarter, NC 27885
Tel.# (252) 926-4188

Warren County, NC

Revaluation Effective for 2017
Approximately 15,000 parcels
Starlin Beatty, Tax Administrator
117 S. Main St.
Warrenton, NC 27589
Tel.# (252) 57-4158

Wythe County, VA

Revaluation Effective for 2017
Approximately 20,000 parcels
Faye H. Barker, Commissioner of the Revenue
101 Wythe County Courthouse
Wytheville, VA 24382
Tel# (276) 223-6018

City of Winchester, VA

Ms. Celeste Broadstreet, Assistant Director/
Real Estate Administrator
Tel.# (540) 667-1815

Chatham County, NC

Revaluation Effective for 2017
Approximately 42,000 parcels
Mr. Kep Kepley, Tax Assessor
P. O. Box 908
Pittsboro, NC 27312
Tel.# (919)542-8250

Nash County, NC

Revaluation Effective for 2017

Approximately 52,000 parcels
 Mr. Jim Wrenn, Tax Administrator
 120 W. Washington St. Suite 2058
 Nashville, NC 27815
 Tel.#(252)459-9815

Vance County, NC

Reassessment Effective for 2017
 Approximately 22,000 parcels
 Ms. Porcha C. Brooks, Tax Administrator
 122 Young St, Suite E
 Henderson, NC 27536
 Tel.#(252)738-2040

CONTRACTED JOBS WITH COUNTIES NOT CURRENTLY COMPLETING REVALUATIONS

Hertford County, NC – Listing New Construction

Ms. Sylvia Anderson, Tax Assessor, PO Box 526, Winton, NC 27986

Northampton County, NC – Listing New Construction

Ms. Cathy Allen, Tax Administrator's Office, PO Box 637, Jackson, NC 27845

Cumberland County, NC – Listing Impervious Surface on Non-Residential Parcels inside the city limits of Fayetteville, NC

Tami K. Botello, Real Estate Division Manager, PO Box 449, Fayetteville, NC 28302 Tel. # (910) 678-7564

Northampton County, VA – Listing New Construction

Ms. Charlene Gray, Commissioner of the Revenue, PO Box 65, Eastville, VA 23347 Tel. # (757) 678-0446
 Ext. 506

Granville County, NC - Listing New Construction

Ms. Judy Stovall, Tax Administrator, PO Box 219, Oxford, NC 27565 Tel. # (919) 693-4181

Campbell County, VA – Listing New Construction

Mr. Alan Lane, Management Services Director, PO Box 100, Rustburg, VA 24588 Tel. # (434) 332-9500

Greene County, VA – Listing New Construction

Mr. Larry V. Snow, Commissioner of the Revenue, PO Box 438, Stanardsville, VA 22973 Tel. # (434) 985-5211

Wake County, NC – Listing New Construction

Mr. Ken McArtor, Wake County Revenue Department, kmcartor@wakegov.com PO Box 2331, Raleigh, NC 27602

CURRENT REAPPRAISALS EFFECTIVE FOR 2016

Westmoreland County, VA

Reassessment Effective for 2016

Approximately 30,000 parcels

Mr. Norm Risavi, County Administrator

P. O. Box 1000, Montross, VA 22520

Tel.#(804)493-0130

Perquimans County, NC

Revaluation Effective for 2016

Approximately 14,500 parcels

Mr. Bill Jennings

P. O. Box 7, Herford, NC 27944

Tel.#(252)426-7010

Wake County, NC

Assisting tax office with new construction, revaluation and hearings

Approximately 350,000 parcels

Contact: Ken McArtor, Appraisal/Collection Manager

Tel#(919) 856-7115

Reassessments/Revaluations Effective for Tax Year 2015

Camden County, NC

2015 Walk-Around Revaluation

Approximately 7,241 parcels
Contact: Lisa Anderson, Tax Administrator
Tel.#(252)338-1919

Greene County, VA

Reassessment Effective for 2015
Approximately 12,000 parcels
Mr. Larry Snow

Commissioner of Revenue
Tel.#(434)985-5211

Patrick County, Virginia

Reassessment Effective for 2015
Approximately 20,000 parcels
Contact: Janie Romer, Commissioner of Revenue
Tel. # (276)694-7131

Mecklenburg County, NC

Performing a review of the County's 2011 revaluation
and audit of the Tax Assessor's Office
Approximately 365,000 parcels
Contact: Ken Joyner
Tel.#(704)336-2606

Ken.Joyner@MecklenburgCountyNC.gov

City of Winchester, VA

Ms. Celeste Broadstreet
Assistant Director/Real Estate Administrator
Tel.#(540)667-1815

Reassessment/Revaluations Effective for 2014

Chowan County, NC

2014 Property Revaluation
Approximately 13,000 parcels
Contact: County Manager
Tel.#(252)482-8431

Northumberland County, VA

County-wide reassessment
Approximately 19,100 parcels
Contact: Kenneth Eades, County Administrator
Tel.#(804)580-7666

Pasquotank County, NC

Performing a County-wide revaluation
Approximately 21,748 parcels
Contact: Ms. Patrice Stewart, Tax Administrator
Tel.#(252)338-5169

Cumberland County, VA

County-wide reassessment
Approximately 6200 parcels
Contact: Ms. Julie Phillips, Commissioner of the Revenue
Tel.#(804) 492-4280

Reassessment/Revaluations Effective for 2013

Charlotte County, VA

Ms. Naisha Pridgen

Commissioner of Revenue

Tel#(434)542-5546

npridgen@charlotteva.com

Greene County, VA

Reassessment Effective for 2015

Approximately 12,000 parcels

Mr. Larry Snow

Commissioner of Revenue

Tel.#(434)985-5211

Madison County, VA

Mr. Ernie Hoch

County Administrator

Tel.#(540)948-7500

Person County, NC

Assisted the County with their 2013 revaluation by providing the services of our appraisers on a per diem basis.

Contact: Phillip Christy, Tax Office/Appraisals

Tel.#(336)597-1721

Wilkes County, NC

Provided consulting services to assist with the development of the County's sales analysis for their 2013 revaluation.

Services provided on a per diem basis.

Contact: Alex Hamilton, Tax Administrator

Tel.#(336)651-7301

Reassessment/Revaluations Effective for 2012

Amelia County, VA

Approximately 9,000 parcels

Ms. Laura Walsh

Commissioner of Revenue

Tel.#(804)561-2158

Bertie County, NC

Performed a turn-key "review" revaluation effective for 2012

Approximately 18,600 parcels reviewed

Tax Administrator

Tel.#(252)794-5310

Brunswick County, VA

Approximately 15,600 parcels

Ms. Wanda Beville

Commissioner of Revenue

Tel.#(434)848-2313

City of Fredericksburg, VA

Approximately 9,000 parcels

Ms. Marilla Haas

Real Estate Supervisor

Tel.#(540)372-1004

King & Queen County, VA

Approximately 7,400 parcels

Mr. Tom Swartzwelder

County Administrator

Tel.#(804)785-5975

Lunenburg County, VA

Approximately 12,000 parcels

Ms. Liz Hamlett

Commissioner of Revenue

Tel.#(434)696-2516

Mecklenburg County NC

Performed a review of the County's 2011 revaluation and audit of the Tax Assessor's Office

Contact: Ken Joyner

Tel.#(704)336-2606

Ken.Joyner@MecklenburgCountyNC.gov

Reassessment/Revaluations Effective for 2011

Powhatan County, VA

Approximately 14,000 parcels

Mr. Jamie Timberlake

Commissioner of Revenue

Tel.#(804)598-5616

Hertford County, NC

Performed their new construction for 2012

Previously performed their 2011 Revaluation

Appraisal of 16,000 parcels

Contact: Ms. Sylvia Anderson, Tax Assessor

Tel.#(252)358-7810

Johnston County, NC

County-wide property revaluation effective for 2011

Previously performed 1995 revaluation

Approximately 95,000 parcels

Contact: Sheila Garner, Tax Administrator

Tel.#(919)989-5130

Sampson County, NC

Performed 2011, 2003 & 1995 Revaluations

Approximately 38,500 parcels appraised

Contact: Jim Johnston, Tax Administrator

Tel.#(910)592-8146

Reassessment/Revaluations Effective for 2010

Anson County, NC

Performed County revaluation effective for 2010

Approximately 22,600 parcels were appraised

Contact: Larry Newton, Tax Assessor

Tel.#(704)694-2918

Beaufort County, NC

Performed revaluation for the effective year 2010

Approximately 45,000 parcels

Contact: Mr. Bobby Parker, Tax Assessor

Tel.#(252)946-7981

Charles City County, VA

County-wide Property Reassessment

Approximately 5,820 parcels

Reference Contact: Jack Miniclier, County Administrator

Tel.#(804)652-4701

Clay County, NC

Performed a County-wide revaluation effective for 2010
Approximately 15,000 parcels appraised
Contact: Ms. Nancy Kimsey, Tax Administrator
Tel.#(828)389-1266

Cumberland County, VA

2010 County-wide Property Reassessment
Approximately 9100 parcels
Reference Contact: Julie Phillips
Commissioner of Revenue
Tel.#(804)492-4280

Granville County, NC

Performed a County-wide revaluation effective for 2010
Appraisal of 30,200 parcels
Contact: Judy Stovall
Tax Administrator
Tel.#(919)693-4181
tax@granvillecounty.org

Powhatan County, VA

County-wide Property Reassessment 2010
Approximately 14,610 parcels
Reference Contact: Jamie Timberlake
Commissioner of Revenue
Tel.#(804)598-5612

Westmoreland County, VA

2010 Ride-by Review Property Reassessment
Approximately 32,000 parcels
Reference Contact: Carol Gawen, Commissioner of Revenue
Tel.#(804)493-0113

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: Pearson's Appraisal Service Inc Phone: 804-560-9200

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

36 Years _____ Months

4. Vendor Information:

FIN or FEI Number: 54-1151204 If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company: <u>Augusta County</u>	Contact: <u>JENNIFER WHOITZEL</u> CA ASS:STAKE
Phone: <u>540-245-5616</u>	Email: <u>jwhitze@c.augusta.va.us</u>
Dates of Service: <u>7-1-2017</u>	\$\$ Value: <u>\$ 650,000</u>

Company: <u>Amelia County</u>	Contact: <u>Taylor Harvie III</u> CA
Phone: <u>804-561-3039</u>	Email: <u>taylor.harvie@amelia.co.va.com</u>
Dates of Service: <u>7-1-2016</u>	\$\$ Value: <u>\$ 155,000</u>

Company: <u>Lunenburg County</u>	Contact: <u>Liz Hamlett</u>
Phone: <u>434-696-2516</u>	Email: <u>lhamlett@lunenburgva.net</u>
Dates of Service: <u>7-1-16</u>	\$\$ Value: <u>\$ 182,000</u>

Company: <u>Cumberland County</u>	Contact: <u>Julie A. Phillips MCR</u>
Phone: <u>804-492-4280</u>	Email: <u>jphillips@cumberlandcounty.virginia.gov</u>
Dates of Service: <u>12-31-2013</u>	\$\$ Value: <u>139,000</u>

I certify the accuracy of this information.

Signed: Fred W Pearson

Title: CO-OWNER

Date: 12-18-2017

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 02219228.

B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) Pearson's Appraisal Service INC.

Legal Name of Offeror/Bidder Fred W. Pearson

Date 12-18-2017

Authorized Signature Fred W. Pearson

Print or Type Name and Title Fred W. Pearson / Sec-Treasurer PAS INC

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of Pearson's Appraisal Service, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this 18 day of December, 2017.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Pearson's Appraisal Service INC

By: Fred W. Pearson (SEAL)

Signature

Print Name: Fred W. Pearson

Print Title: Sec/Treasurer

STATE OF Virginia
COUNTY/CITY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 18 day of December (month), 2017 (year) by Fred W. Pearson (Print Name), Sec/Treasurer (Print Title) on behalf of Pearson's Appraisal Service (Name of Entity).

[Signature]

[SEAL]

Notary Public

My commission expires: 09/30/2018
Notary registration number: 7599816

SHAWN ROBERT HARPER
NOTARY PUBLIC 7599816
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 09-30-2018

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

(SEAL)

Signature

Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

[SEAL]

Notary Public

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Pearson's Appraisal Service INC
By: Fred W. Pearson (SEAL)
Signature

Print Name: Fred W. Pearson
Print Title: Sec/Treasurer

STATE OF Virginia
COUNTY/CITY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 18 day of December (month), 2017 (year) by Fred W. Pearson (Print Name), Sec/Treasurer (Print Title) on behalf of Pearson's Appraisal Service (Name of Entity).

[Signature] [SEAL]
Notary Public

My commission expires: 09/30/2018
Notary registration number: 7599816

SHAWN ROBERT HARPER
NOTARY PUBLIC 7599816
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 09-30-2018

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

(SEAL)
Signature

Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

EXPIRES ON
01-31-2018

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

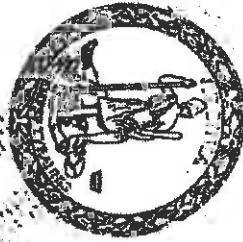
Telephone: (804) 367-8500

NUMBER
4001000428

REAL ESTATE APPRAISER BOARD

CERTIFIED GENERAL REAL ESTATE APPRAISER

FRED W PEARSON
1301 WALKERTON RD
WALKERTON, VA 23177



Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

REAL ESTATE APPRAISER BOARD
CERTIFIED GENERAL REAL ESTATE APPRAISER
NUMBER: 4001000428 EXPIRES: 01-31-2018

FRED W PEARSON
1301 WALKERTON RD
WALKERTON, VA 23177



(FOLD)

James W. Barber
James W. Barber, Director



DPOR-LIC (05/2015)

DETACH HERE

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (05/2015)

NORTH CAROLINA APPRAISAL BOARD

APPRAISER QUALIFICATION CARD

Expires June 30, 2018

REGISTRATION / LICENSE / CERTIFICATE HOLDER

17

FREDAW PEARSON

18

A7763

APPRAISER NUMBER

G

TYPE

N

NATIONAL REGISTRY

Fredaw Pearson

APPRAISER'S SIGNATURE

EXECUTIVE DIRECTOR



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

REAL ESTATE APPRAISER BOARD
CERTIFIED GENERAL REAL ESTATE APPRAISER
NUMBER: 4001000428 EXPIRES: 01-31-2018

FRED W PEARSON
1301 WALKERTON RD
WALKERTON, VA 23177



Status can be verified at <http://www.dpor.virginia.gov>

FRED WALTER PEARSON

337812
Status ACTIVE

END OF RENEWAL
02/28/2017

STATE LICENSED REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



WILLIAM L. ROGERS, JR.
Real Estate Commissioner

3244696

NORTH CAROLINA APPRAISAL BOARD
APPRAISER QUALIFICATION CARD
Expires June 30, 2017

REGISTRATION	LICENSE / CERTIFICATE HOLDER
16	FRED W PEARSON
A7763	G N
APPRAISER NUMBER	TYPE NATIONAL REGISTRY

Fred W Pearson
APPRAISER'S SIGNATURE EXECUTIVE DIRECTOR



GENERAL REASSESSMENT SERVICES OF REAL PROPERTY CONTRACT

February 7, 2018



Background

- RFP issued December 1, 2017 and closed December 28, 2017
- Only one submission received - Pearson's Appraisal
- Our current contractor informed the Commissioner of Revenue that they did not bid on the project because they will be closing their doors.
- We chose to not repost the solicitation because
 - Commissioner of Revenue deemed that Pearson's Appraisal pricing was reasonable,
 - and they came highly recommended by both our current contractor and other jurisdictions that use them.



Proposal

- **Cost Proposal:**
 - For any first-time assessments of new construction in years 2017 to 2020 – \$32.00 per parcel;
 - For that 2019 Administrative Review Reassessment – \$8.75 per parcel; and
 - For that 2021 General Reassessment (including on-site review and digital images) – \$13.00 per parcel.
- **Reassessment schedule is as follows**
 - Year 1 – Administrative general reassessment of all property, focusing on both sales data and any new construction (2018)
 - Year 2 - Effective January 1, 2019 (equalized tax rate)
 - Year 3 - Full general reassessment with all new and existing properties viewed and photographed (2020)



Questions?

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB

Meeting Date:	February 7, 2018				
AGENDA TITLE:	FARM HERITAGE MUSEUM AMENDMENT 2 TO PROJECT AGREEMENT #8				
MOTION(s):	<p>I move the Board of Supervisors approve Amendment 2 to Project Agreement# 8 between the County of Fluvanna, Virginia, and Draper Aden Associates to revise the site plan and for Construction Stakeout for the Farm Heritage Museum increasing the agreement to \$27,500, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</p>				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):	C9	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p><u>Site Plan Revision</u> -A site plan revision is necessary due to the change to the Farm Heritage Museum building footprint which occurred between site plan approval and the Final design award. The building length decreased, which will require revisions to the site layout, erosion and sediment control, and grading and drainage plans. - \$3,000</p> <p><u>Construction Stakeout</u> - Construction stake-out is performed by a survey crew, who use stakes, flagging and/or other markings to indicate to a contractor precisely where on the ground various components of a project are to be constructed. - \$1,600</p>				
FISCAL IMPACT:	Current Contract: \$22,900 Change (add): \$4,600 Revised Contract: \$27,500				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Task order # 8 amendment 2				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX		XX		

PROJECT AGREEMENT # 8, 2nd AMENDMENT
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES
FUTURE FARM HERITAGE MUSEUM SURVEY AND SITE PLAN

This Project Agreement #8, 2nd Amendment (the “Amendment”) made this ____ day of _____, 2018, between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Draper Aden Associates, Inc., doing business as Draper Aden Associates (the “Consultant”), a Virginia corporation, is an amendment to that Project Agreement #8 dated July 14, 2016 between the County and the Consultant, as previously amended by that Project Agreement #8 Amendment (collectively, as amended, “Project Agreement #8”).

Whereas the Consultant submitted a “Description to Change of Scope of Services” dated January 30, 2018, (the “Proposal”) which is attached hereto as Exhibit 1 and incorporated by reference herein as a material part of this Amendment;

Whereas, the County desires that the Consultant complete all those additional services listed in the Proposal, including, but not limited to, the “Site Plan Revision” and the “Construction Stakeout” (the “Additional Services”) as additional services under Project Agreement #8; and

Whereas, the Consultant desires to accept the work and complete the Additional Services and all work necessary and related thereto (collectively the “Additional Task Order”).

For good and valuable consideration, the parties hereby agree as follows:

ARTICLE I: THE AGREEMENT

The foregoing recitations are incorporated by reference into this Amendment.

This Amendment is an addendum to and made a material part of Project Agreement #8. The parties hereto agree that except as specifically and expressly modified hereby that Project Agreement #8 remains in full force and effect and the provisions of the Project Agreement #8 are incorporated herein and are a material part hereof.

ARTICLE II: TASK ORDER

In addition to all those other services to be completed under Project Agreement #8, Consultant shall provide all work and services necessary or desired to complete the Additional Task Order consistent with all provisions of this Amendment, Exhibit 1 and the Project Agreement #8.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the County and Consultant applicable to the County’s projects under this Amendment are set forth in the following Agreement Documents:

- (i) This Amendment;
- (ii) Exhibit 1 hereto;
- (iii) Project Agreement #8 including exhibits thereto, and specifically including, but not limited to, the County of Fluvanna General Terms Conditions and Instructions to

Bidders and Consultants, being a portion of Attachment 1 thereto.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (iii) above, and (ii) shall control over (iii).

ARTICLE IV: FEES FOR ADDITIONAL TASK ORDER

The Consultant shall the following flat fees for the Additional Task Order Services of:

- THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) for that part of the Additional Services described as the "Site Plan Revision" (Consultant may only invoice after all Additional Services relating to the "Site Plan Revision" have been delivered to, inspected by and accepted by the County); and
- ONE THOUSAND SIX HUNDRED AND NO/100 (\$1,600.00) for that part of the Additional Services described as the "Construction Stakeout".

The flat fees described above shall be payable by the County upon proper invoice by the Consultant as described herein. Notwithstanding any provision to the contrary in Exhibit 1 hereto, no invoice may be provided by the Consultant to the County for the "construction Stakeout" until all of the Additional Services being a part of the Additional Task Order, including without limitation the Additional Services relating to the "Construction Stakeout", are complete and all items or services purchased have been delivered to, inspected by and accepted by the County. The Consultant will be paid within forty-five (45) days of receipt of a proper invoice following final acceptance of all work on the Additional Task Order, or portion thereof as appropriate, by the County in its sole discretion. The flat fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

ARTICLE V: TERM FOR ADDITIONAL TASK ORDER

Consultant shall with due diligence and dispatch assiduously pursue this Additional Task Order to completion, but in any event such Additional Services and work being a part of the Additional Task Order must be completed to the sole satisfaction of the County within _____ (____) business days of execution of this Amendment by both parties. Time being of the essence.

In witness whereof the undersigned duly authorized representatives have executed this Amendment on the dates set forth beside their respective signatures.

Consultant:	County:
Draper Aden Associates, Inc.	Fluvanna County

By: _____	Date: _____	By: _____	Date: _____
Name: _____		Name: _____	
Title: _____		Title: _____	

Approved as to form: _____ By: Kristina M. Hofmann, Assistant Fluvanna County Attorney

Scope Change Authorization

Client Name:	Fluvanna County	Date:	01/30/2018
Address:	P.O. Box 540 Palymyra, VA 22963	Client Contact:	Wayne Stephens
E-mail:	wstephens@fluvannacounty.org	Project Name:	Fluvanna County Farm Heritage Museum
cc:	Kyle White, Cheryl Stockton	Location:	Pleasant Grove Dr., Fluvanna County, VA
		Project Number:	R13457C-11

Description of Change to Scope of Services:

Site Plan Revision

A site plan revision is necessary due to the change to the Farm Heritage Museum building footprint which occurred between site plan approval and the bidding phase. The building length decreased along the north-south axis, which will require revisions to the site layout, erosion and sediment control, and grading and drainage plans. We will also evaluate if the two proposed level spreaders can be consolidated into a single level spreader without a significant increase in the limits of disturbance to the east. The erosion and sediment control calculations will also be revised to account for the revisions to the contributing drainage areas to the level spreaders.

The enclosed scope change accounts for a single site plan revision and submittal to Fluvanna County staff for review and approval. Should Fluvanna County require further revisions to the site plan, an additional fee will be requested.

Fee: \$3,000

Construction Stakeout

Draper Aden Associates will stake two level spreaders, corners of the barn and porch, as well as ten foot (10') offsets.

Fee: \$1,600

Fee Basis: Time & Materials (Estimate) Lump Sum (Fixed Fee) Other: _____

Budget Estimate or Fee Amount: \$

Summary:

Current Contract: **\$22,900** Change (add/deduct): **\$4,600** Revised Contract: **\$27,500**

The scope change as authorized herein is governed by the Terms and Conditions of the current agreement for this project.

Client Authorization:

Signature of Authorized Representative

Printed Name/Title

Name of Firm or Corporation

Date

Phone Number

Draper Aden Associates:



Signature of Authorized Representative

Carolyn A. Howard, P.E.
Vice President / Regional Manager
Site Development & Infrastructure

Printed Name/Title

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB

MEETING DATE:	February 7, 2018				
AGENDA TITLE:	Appointments/Reappointment to the Fork Union Sanitary District (FUSD) Advisory Board				
MOTION(s):	I move the Fluvanna County Board of Supervisors: appoint/reappoint _____ to the Fork Union Sanitary District Advisory Board with a term beginning January 1, 2018 and ending December 31, 2021.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	Candidates expressing interest in appointment: <ul style="list-style-type: none"> · Lewis Johnson – current member 				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Board and Commission Application from interested candidates: <ul style="list-style-type: none"> · Lewis Johnson 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name:		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union			
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other			
Mailing Address (including City, State, & ZIP)			Physical Address (if different)		
Years Lived in Fluvanna	Cell Phone – preferred?	Home Phone – preferred?	Email		
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.):					
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:					
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):					
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY:					
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>					
Applicant's Signature <i>(Typing name below serves as digital signature)</i>				Date	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)

X	Board, Commission, Committee (cont.)
	JAUNT Board
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:		
Acknowledgement Sent:		
Renewal Date:		
Renewal Date:		
Renewal Date:		
Renewal Date:		

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB

MEETING DATE:	Feb 7, 2018				
AGENDA TITLE:	Board of Equalization 2017 Final Report				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Steve Nichols, County Administrator				
PRESENTER(S):	Everett Hannah, BOE Member				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:					
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Appendix K: ANNUAL REPORT

Board of Equalization

City/County of FLUVONNA

Assessment Year: 2017

Please attach a listing of the names and occupation of members of Board of Equalization or Review (if retired, give former occupation)

How often does your locality conduct reassessments? 2 yrs.

Total number of appeals received 80

Locality subtotals by property classification:

Residential: 60

Commercial: 16

Multifamily: 5

Industrial: 0

Agricultural: 4

Number of appeals where values were changed: 23 Reduced

4 Increased

27 Total

Locality subtotals by property classification:

	Reduced	Increased	Total
Residential:	<u>21</u>	<u>4</u>	<u>25</u>
Commercial:	<u>2</u>	<u>0</u>	<u>2</u>
Multifamily:	<u>0</u>	<u>0</u>	<u>0</u>
Industrial:	<u>0</u>	<u>0</u>	<u>0</u>
Agricultural:	<u>0</u>	<u>0</u>	<u>0</u>

Please indicate locality subtotals for each category of "reasons for appeal" below. In instances with more than one reason, please include only the main or controlling reason.

Reasons for Appeal:

Assessment not uniform in relation to comparable property: 1

Assessment exceeded fair market value: 54

Assessment based on incorrect data: 2

Assessment not determined in accordance with generally accepted appraisal practice: 0

Other reasons: 0

Please indicate locality subtotals for each category of "reasons for change" below. In instances with more than one reason, please include only the main or controlling reason.

Reasons for Change:

Assessment not uniform in relation to comparable property: 2

Assessment exceeded fair market value: 16

Assessment based on incorrect data: 5

Assessment not determined in accordance with generally accepted appraisal practice: 0

Other reasons: 0

(The 2003 General Assembly enacted House Bill 2503 to provide reforms to Boards of Equalization. The seventh enactment clause of the legislation required each Board of Equalization to prepare an annual written report of its actions.)



2017 Board of Equalization Summary

February 7, 2018



2017 Members

- **Everett Hannah, Chair**
- **Karen Bercaw**
- **John Hill**

- **Joann Rawls, Administrative Assistant**



2017 Assessment Year Summary

Category	2017	2015	2013
Appeals Received	80	29	55
Residential	60	28	54
Commercial	16	0	1
Multi-Family	0	0	0
Industrial	0	0	0
Agricultural	4	1	0
Appeals where Values were Changed (All Residential)	27	11	21
Reduced	23	3	16
Increased	4	8	5
Reason for Appeal			
Assessment not uniform to comparable properties	1	11	41
Assessment exceeded fair market value	54	5	3
Assessment based on incorrect data	2	13	10
Assessment not determined per generally accepted appraisal practice	0	0	0
Other reasons – "Possible Clerical error"	0	0	1
Reasons for Change			
Assessment not uniform in relation to comparable property	2	4	13
Assessment exceeded fair market value	16	2	1
Assessment based on incorrect data	5	5	6
Assessment not determined per generally accepted appraisal practice	0	0	0
Other reasons – "Possible Clerical error"	0	0	1



Questions?

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB

MEETING DATE:	February 7, 2018				
AGENDA TITLE:	Tourism Strategic Plan				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Jason Smith - Community & Economic Development Director				
PRESENTER(S):	Jason Smith - Community & Economic Development Director				
RECOMMENDATION:	N/A				
TIMING:	Current				
DISCUSSION:	Staff worked with the EDTAC team in 2017 to gather facts on what makes Fluvanna County unique and how to expose the County's tourism treasures. We will present this Tourism Strategic Plan to expose options for continued success.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	2018-2020 Tourism Strategic Plan and Tourism Asset Inventory.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Fluvanna County

Tourism Strategic Plan 2018-2020



Officially Adopted by:
Fluvanna County Board of Supervisors
xx-xx-xxx

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Executive Summary

Tourism spending supports goods, services, facilities and transportation that benefit Fluvanna residents and the surrounding region. Tourism promotion and the quality of life improvements that tourism supports, also attract many other types of business development to Fluvanna County.

Fluvanna has distinctive assets and has great potential for growth in tourism and recreation. Fluvanna County recognizes the importance of tourism and the economic development components that enhance the quality of life for its residents. The goal of this strategic plan is to communicate the tourism mission, vision, goals and objectives of the County. This strategic plan will be used to guide the actions and activities of the Community and Economic Development Department, Pleasant Grove House Museum and Welcome Center staff and other stakeholders and partners in Fluvanna County.

DRAFT

Tourism Mission & Vision

Mission Statement

Fluvanna County Tourism will facilitate economic benefits through capitalizing on the natural, historical, and recreational resources that enhance visitor experiences.

Vision Statement

Fluvanna County will be recognized as a viable travel and retreat destination that maintains its small town charm, unique heritage and natural beauty.

DRAFT

Stakeholders, Supporters and Staff

The following plan is the result of the involvement of the members of the EDTAC (Economic Development and Tourism Advisory Council) representatives with the intention of encouraging business owners, organization leaders and other area stakeholders to have a valid interest in the future of tourism in Fluvanna County. The following individuals participated in the research and development of this plan:

Economic Development and Tourism Advisory Committee

Linda Bernick	Palmyra District Citizen Rep
Andy Sorrell	Columbia District Citizen Rep
Rudy Garcia	Global View Capital Advisors
Pamela Dempsey	Fluvanna County Chamber of Commerce
Wendy Edwards	Cunningham District Citizen Rep
Michael Feazel	Rivanna District Citizen Rep
Tricia Johnson	Fluvanna County Historical Society
Curtis Putnam	Fluvanna County Economic Development Authority
Dave Sagarin	Fork Union District Citizen Rep

Fluvanna County Staff

Jason Smith	Director of Economic and Community Development
Aaron Spitzer	Director of Parks and Recreation
Patricia Eager	Board of Supervisors

Situational Analysis

Planning participants devised a Situational Analysis of tourism to help determine the goals and objectives of this plan. The process identified current tourism assets, target customers, strengths, weaknesses, opportunities, and threats, as well as an analysis of tourism infrastructure, tourism policy, and marketing strategies.

GAP Analysis: The following are gaps identified with the Fluvanna tourism product that reflect the categories of Dining, Lodging, Retail, Special Events and Attractions.

Gaps in Dining & Restaurants:

- Businesses that stay open on Mondays
- Coffee shops, bakery, brewery, winery in the Palmyra Village area
- Night Life

Gaps in Lodging:

- No bed and breakfasts, hotel or conference center

Gaps in Retail:

- Specialty shops
- Hardware stores for fishing, hunting, rafting and boating
- Boutique-style businesses aligned with key business clusters which are attractive to visitors (i.e. recreation, artisan, apparel, nature) that are successfully operating with consistent business hours
- Hidden Artisan community

Gaps in Special Events & Attractions:

- Summer and Winter events
- Palmyra Village Holiday events
- Aquatic Center
- Sports complex with soccer, baseball and softball fields with adequate parking, lighting, and entrance/exit logistics
- Historical venue marketing
- Established businesses offering drop-in classes and other learning opportunities (i.e. pottery, painting, crafting, cooking, hands on experiences)

Situational Analysis – Premier Tourism Assets

The following is a list of the determined premier assets for Fluvanna County, which are the resources that are most likely to be featured in advertising and promotion. A complete inventory of all tourism assets has been completed and is included as Attachment A.

Within the County:

- Central location within Virginia
- Access to major transportation routes
- Historical sites (e.g. Old Stone Jail, Pleasant Grove House Museum)
- Agritourism (e.g. Two Wineries, Fruit Hill Orchard, Layz S Ranch)
- Events: Old Farm Day, County Fair
- Water recreation: three rivers along with 2 lakes
- Trails (Hike, bike & equestrian)
- Carysbrook Performing Arts Center
- US Bike 76

Within close proximity:

- Charlottesville
- World heritage sites (Monticello and UVa)
- Civil war sites (Richmond battlefields, Appomattox - Museum)
- Virginia State Capital

Relative Regional Assets:

- Monticello
- Montpelier
- James Monroe's Highland
- Monticello Wine Trail
- Shenandoah National Park
- Blue Ridge Parkway
- Appalachian trail
- US Bike 76

Situational Analysis - Target Market

Defining a target market for Fluvanna County tourism information and promotions has two primary motives. It will drive the tone and scope of materials, and it will drive the selection of media and markets for distribution.

The following target customers were identified by the stakeholders as individuals or groups that may have an interest in visiting Fluvanna County based on the review of the area assets/tourism sites:

Target Audience

- **By age:**

- Baby Boomers - Born 1946 - 1964
- Generation X - Born 1965 - 1980
- Millennials - Born 1981 - 2000 (Particularly age 21 and over - legal age to visit wineries)
- Young Families
- Retirees

- **By location:**

- Virginia
- North Carolina
- Maryland
- West Virginia
- Washington, D.C.

- **Outdoor Recreation Enthusiasts**

- Equestrian enthusiasts
- Canoes/kayakers/tubers
- Hikers
- Birders
- Photographers
- Mountain Bikers
- Golfers
- Fishermen
- Hunters

- **By Groups:**

- Monticello Visitors
- Girlfriend Getaways
- Day Trippers
- History Buffs
- Family reunions, weddings, graduations

- **By Travel Route/ Scenic Drives:**

- Monticello Visitors
- Blue Ridge Parkway Riders
- Interstate 64 Travelers
- US Bike 76
- Carters Mountain Visitors

- **By Niche/Interest**

- History buffs (Pleasant Grove House Museum & Farm Museum)
- Education Sector (students, alumni, parents)
- Visitors drawn by music
- African American interest
- Genealogical researchers
- Agritourism (wineries, breweries, farmers market, etc.)
- Green or eco-travelers
- Architects, architectural students and architectural enthusiasts (Old Stone Jail, Old Courthouse, etc.)

DRAFT

Situational Analysis - SWOT

The discussion and identification of SWOT - S (Strengths) W (Weaknesses) O (Opportunities) and T (Threats) - was used as a key method in developing a tourism plan for Fluvanna County. Goals, Objectives, Targets, Measures, and Initiatives were all determined later, after careful consideration of the SWOT analysis developed by EDTAC members:

Strengths

- Pleasant Grove House Museum and Welcome Center
- Unique, friendly, talented citizens
- Public Water access points: (3 along James, 1 along Hardware, 2 along Rivanna)
- Pleasant Grove Park - Athletic fields, 21 miles of multiuse biking, hiking, equestrian trails, Wildlife management area, 18 hole Disc Golf course, Picnic shelters and performance stage
- Central location, near Charlottesville, Monticello, Highland, Montpelier, etc.
- Proximity to Interstate 64, US 15, US 250, VA 6 and VA 53
- Growing winery industry (Currently have 2 with 2 more being established by 2021.)
- US Bike Route 76
- Central Virginia Sporting Clays
- Strong base of African American historical sites: Rosenwald Schools, Slave Chapel, etc.
- History and Heritage - Old Courthouse and Old Stone Jail, just 50 yards apart in the Village of Palmyra
- Camp Friendship
- Fork Union Military Academy
- Carysbrook Performing Arts Center
- Natural Assets - Scenic views, beauty, clean, natural green setting, foliage, peaceful, quiet, country, small town feel, wildlife, camping, hiking
- No Meals and Lodging tax
- Lake Monticello's championship golf course

Weaknesses

- No hotels or Bed and Breakfasts to promote overnight stays
- Lack of consistent communication with industry partners
- Limited budget
- Cultural resistance to change
- No Meals and Lodging tax (Can facilitate tourism funding and accurate record keeping)
- Need consistent wayfinding (Signage)
- No river outfitter in the County
- Limited available shopping/retail
- Poor cell phone reception in parts of the County
- Lack of cooperate advertising plan for small businesses
- Historical/tourism sites are fairly widely dispersed

- No stable funding source for investments to drive tourism
- Historical sites that do exist are only open a few hours per week, are lightly staffed and are largely un-promoted
- The only current museums in Fluvanna have only enough content for approximately 30-minute visits
- The feeling that some residents may be reluctant to encourage tourism, on the grounds that it might change the county, bring in new people or overwhelm local resources
- Nearest airport or passenger rail access is 45 minutes away

Opportunities

- Utilize specific marketing avenues both free and paid
- Partnerships to access grants and funding sources - Virginia Tourism Corporation (VTC)
- Work closer with regional tourism groups to market and promote County
- Land is available for hotels and Bed and Breakfasts
- Collaboration with Monticello Wine Trail
- Public/private partnership to maximize Pleasant Grove Park, e.g. sports tourism, equestrian events, etc.
- Farm Heritage Museum
- Work with local farmers to create a “petting zoo”/working farm, incorporating a pick-your-own/farm-to-table operation and other agritourist opportunities
- Creation of a Fluvanna Artisan Trail
- Pleasant Grove Park’s outdoor stage, e.g. music concerts, regional festivals or regular series of weekly or monthly events using the stage or other facilities
- Create app-based self-driving tour of county historical sites and attractions
- Bremo Plantation
- Architectural character of the Old Courthouse, Old Stone Jail, Bremo Slave Chapel and other locations that attract attention from UVA architecture students, professors and other interested groups
- Proximity to Monticello
- Improve public access to the Rivanna and Hardware Rivers
- Cross-country US bicycle route 76 that passes through Fluvanna
- Expansion of existing trails in into longer, more-friendly trail system for walking, horseback and/or bicycles, e.g. Virginia Capital Trail
- County has space and opportunities for additional niche restaurants and other businesses that offer activities such as kayaking, fly-fishing, paintball, etc.
- Creation of a specific tour guide to the African American historical sites
- Hollywood and Dunbar Rosenwald Schools refurbished for touring
- Village of Palmyra has an opportunity to become more pedestrian friendly, while having all historic facilities open, augmented by antique and other touristy shops, cafes, etc. Possibly host horse-drawn carriage rides. (similar to a later-era Williamsburg)
- Tourism planning

Threats

- Weather conditions
- Economy
- Fuel Prices
- Lack of tourism industry
- Funding for tourism development
- Local resistance to opportunity/change
- Continuing competition from nearby counties
- Insufficient Tourism Infrastructure (Zoning, lodging, taxes, etc.)

DRAFT

Strategic Path Forward

The following goals, objectives, targets and measures for the future were determined by careful review of the previous situational analysis:

- **Goal 1** - Build upon successful tourism marketing strategies and branding, e.g. tourism logo, rack card and video.
 - Development of County's brand into an accessible adventure destination.
 - Target: Summer 2018
 - Develop strong cross-promotional marketing to encourage visitors to experience sustaining clusters partnering with other local and regional tourism offices and businesses.
 - Target: 2018
 - Identify and develop additional historical interpretation(s) to be used in specific marketing materials, e.g. racks cards, website and social media.
 - Target: 2018
 - Develop agritourism networking team
 - Target: Fall 2018
 - Leverage the County's considerable outdoor recreation assets. Specifically by enhancing the Rivanna & James River experience for visitors and residents (e.g. interpret canal structures, landmarks, etc.)
 - Target: Spring 2018 using cross promotional marketing strategies previously listed.
 - Leverage Welcome/Visitor Center Opportunities - Certified Visitor Center
 - Target: 2018
 - Have fun and engage people in surprising ways.
 - Target: Daily
- **Goal 2** - Evaluate and address needs of current vs possible tourism infrastructure opportunities. (Tourism zones, infrastructure needed, grant opportunities, etc.)
 - Identify and implement consistent and streamlined signage at gateways and throughout County
 - Target: 2018
 - AirBnB, artisan and other home based businesses ordinance update to make it easier for local artists and other tourism based businesses to start and sustain success.
 - Target: Spring 2018
 - Increase Broadband access for tourism businesses
 - Target: Summer 2020
 - Explore funding sources for infrastructure needs, product development, enhancement, and marketing, e.g. LOVE initiative, etc.
 - Target: Identify, apply and secure

- **Goal 3** – Increase the Capacity of the Tourism Office
 - Conduct an organization overview to include comparisons of similar organizations.
 - Target: Fall 2018
 - Perform an analysis of staff time, personnel costs, advertising and overhead expense to recommend if more staff are needed, e.g. PT Coordinator, Partnership with Chamber, etc.
 - Target: Fall 2018
 - Earmark portion of meals and/or lodging tax collected to offset funds for tourism staff to implement tourism strategies.
 - Target: 2020

- **Goal 4** - Enhance opportunities and services for current and potential tourism businesses to encourage success.
 - Implement Tourism zone(s) to encourage tourism business development.
 - Target: 2018
 - Encourage independent web sites and social media platforms, targeted market campaigns (birding trails, agritourism, history trails, etc.) in partnership with local businesses.
 - Target: 2018
 - Increase number of marketing/development campaigns using other successful models (Upper James River Trail, Wine Trail, Nelson 151, Monticello Wine Trail, etc.)
 - Target: Spring 2019 (History Trails, Birding Trails, Wine Trails, Recreation Trails.)

Monitoring Progress

It is imperative that the plan be referenced consistently as related discussions and decisions are made. The Economic Development and Tourism Advisory Committee (EDTAC), business representatives, stakeholders, and other partners from both private and public sectors must take a leadership role in overseeing the execution of this plan. However, the Fluvanna Community and Economic Development Department is ultimately responsible for administrating this program.

The initiatives of this plan were determined after careful consideration during the planning process and will serve as reference when gauging plan implementation performance. Fluvanna County staff shall develop an annual work plan that will ensure that all initiatives are reached. To encourage progress toward the established targets, this plan should be reviewed by County leadership and the EDTAC on a consistent basis. Upon review, any adjustments that need to be made to this plan will be considered. Once a majority of the targets have been met or three years has passed, a new/updated plan will be developed.

Summary

Using this plan as guidance, Fluvanna County is expected to make significant progress toward the development of tourism activity. Local Government support and stakeholder participation are required for this plan to be successful. Future assistance and contributions from various members of the tourism organizations, businesses, civic groups, and other interested partners will also be vital for continued success.

Appendix

Terms & Definitions

Cultural heritage tourism: A type of tourism in which visitors travel to a place to experience the stories and people of the past and present. This can include historic, cultural, and natural resources.

Goals: Broad statements of measurable outcomes to be achieved on behalf of customers.

Initiatives/Tasks: Specific programs, strategies and activities that will help you meet your performance targets.

Measures: Meaningful indicators that assess progress towards accomplishment of goals and objectives.

Mission Statement: Statement of purpose; fundamental reason for an organization's/tourism effort existence.

Objective: Statements of what you must do well or barriers that you must overcome to achieve a specific goal.

Opportunities: Factors or situations that exist beyond your organization that may have a favorable effect on it.

Strengths: Resources or capabilities that can be used to accomplish your mission.

Target: The numerical value of the performance measure you hope to achieve

Target Customers/Tourists: Any person, group or organization receiving that will utilize your tourism related product(s) and/or service(s).

Threats: Factors or situations that exist beyond your organization that can negatively affect it

Tourism Assets: Any tourism related product, attraction, site, or promotional effort that is of interest to target customers/tourists.

Vision Statement: A word picture of the future that the organization/tourism effort intends ultimately to become or to influence.

Weaknesses: Deficiencies in resources or capabilities that hinder your ability to be successful.



Tourism Strategic Plan

February 7, 2018



What's the Aim?



- Tourism spending supports goods, services, facilities and transportation.
- Attracts many other types of business development.
- Fluvanna has distinctive assets and great potential for growth in tourism and recreation.
- The goal of this strategic plan is to communicate the tourism mission, vision, goals and objectives of the County. This strategy will be used to guide the actions and activities of all tourism stakeholders in the County.
- **Mission Statement:** *Fluvanna County Tourism will facilitate economic benefits through capitalizing on the natural, historical, and recreational resources that enhance visitor experiences.*



Strategic Path



BOS2018-02-07 p.197/229

Strategic Plan Link





Questions?



**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB

MEETING DATE:	February 7, 2018				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting of Wednesday, December 20, 2017, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for December 20, 2017				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
December 20, 2017
Work Session 4:00pm
Regular Meeting 4:00pm

MEMBERS PRESENT: Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District (*Arrived at 4:37pm*)
Tony O'Brien, Rivanna District
Donald W. Weaver, Cunningham District

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Kelly Belanger Harris, Clerk for the Board of Supervisors

ABSENT: John M. (Mike) Sheridan, Columbia District, Chair

WORK SESSION – CALL TO ORDER

At 4:02pm Vice Chair Booker called to order the Work Session of December 20, 2017.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

NON-PROFIT AGENCY PRESENTATIONS

- Piedmont Housing Alliance, Shelley Murphy
- PVCC, Mr. Kim McManus
- ReadyKids - *Not present*
- Region Ten, Charlie Fawcett
- Rivanna Conservation Alliance - *Not present*
- SARA, Becky Weybright
- Shelter for Help in Emergency - *Not present*
- Southeast Rural Community Assistance Project (SERCAP) - *Not present - Rescheduled to 1/17/18*
- Thomas Jefferson EMS - *Not present*
- Thomas Jefferson Soil and Water Conservation District, Anne Coates
- TJPDC, David Blount

RECESS FOR DINNER AND CLOSED SESSION

MOTION TO ENTER INTO A CLOSED MEETING

At 5:08pm, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.3, A.5, A.6, & A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing Real Estate, Investment of Funds, Prospective Business, and Legal Matters. Mr. Weaver seconded. The motion carried, with a vote of 4-0. AYE: Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: Sheridan.

1 – RECONVENE AND CALL TO ORDER

At 7:00pm Vice Chair Booker called to order the Regular Meeting of December 20, 2017.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 7:01pm, Mr. O'Brien moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mr. Weaver seconded. The motion carried, with a roll call vote, of 4-0. AYES: Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

3 - ADOPTION OF AGENDA

MOTION

Vice Chair Booker proposed amending the Agenda to move *Item O: SUP 17:04 – The Light Academy Inc.*, ahead of *Item N: ZMP 17:04 - Amber Hill LLC*. Mr. Weaver moved to accept the Agenda, for the December 20, 2017 Regular Meeting of the Board of Supervisors. Mr. O'Brien seconded and the Agenda

Board of Supervisors Minutes

was adopted, as amended, by a vote of 4-0. AYES: Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- Ø 2017 FCPR Holiday Celebration
 - Pleasant Grove Open House and Tree Lighting (Dec 8)
 - Holiday Performances at Carysbrook Performing Arts Center (Dec 9) – Over 200 attendees
 - Over 30 Bags of Canned Goods/Nonperishable Food was donated to MACAA
- Ø 2017 FCPR Senior Luncheon
 - Fluvanna Community Center (Dec 13) - 77 Pre-K & Special Needs children from West Central Elementary children from the F.I.S.H. Program & 57 Seniors were in attendance
- Ø Announcements and Updates
 - Members of the Economic Development Authority will be attending the BOS Planning retreat on Jan 20, 2018
- Ø Upcoming Meetings

Day	Date	Time	Purpose	Location
Wed	Jan 10	4:00 PM	BOS Organizational Meeting & Regular Meeting	Courtroom
Wed	Jan 17	4:00 PM 7:00 PM	Budget WS - Non-Profits & Regular Meeting	Courtroom Courtroom
Wed	Feb 7	4:00 PM 7:00 PM	Regular Meeting & COAD FY19 Budget Proposal & Revenues/Expenditures	Courtroom Courtroom
Wed	Feb 14	7:00 PM	Budget WS - Constitutional Officers	Morris Room
Wed	Feb 21	4:00 PM 7:00 PM	Budget WS - FCPS FY19 Adopted Budget & Regular Meeting	Courtroom Courtroom
Wed	Feb 28	7:00 PM	Budget WS – Agencies	Morris Room

5 - PUBLIC COMMENTS #1

At 7:06pm Vice Chair Booker opened the first round of Public Comments. With no one wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:07pm.

6 - PUBLIC HEARING

SUP 17:04 – *The Light Academy Inc.* – James Newman, Planner came before the Board with a request to establish an Educational Facility with respect to 10 acres of Tax Map 39, Section A, Parcel 48. The property is located on the north side of Cunningham Road (Route 697), approximately 350 feet west of the intersection with Shores Road (Route 640). The property is located in the Fork Union Election District and is within a Rural Preservation Planning Area. Mr. Newman indicated that the Board of Supervisors approved sale of the property to The Light Academy Inc. on September 20, 2017, on a vote of 5-0. At their December 12, 2017 meeting, the Planning Commission voted to recommend approval 5-0 of SUP 17:04.

At 7:12pm, Vice Chair Booker opened the Public Hearing. With no one wishing to speak, Vice Chair Booker closed the Public Hearing at 7:12pm. With no discussion by the Board,

MOTION

Mrs. Eager moved to approve Special Use Permit 17:04, a request to establish an Educational Facility with respect to 10 acres of Tax Map 39, Section A, Parcel 48, subject to the six (6) conditions listed in the Staff Report. Mr. Weaver seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Staff Conditions:

1. Regular hours of operation shall be 6:30 A.M. to 6:30 P.M. After school activities and ancillary uses of the property and facilities (such as community classes, dances, club meetings, sports, etc.) shall be permitted until 11 P.M.
2. A minor site plan will be required to be filed within two (2) years of the date of Special Use Permit approval.
3. Outdoor events featuring 200 or more people will require a separate Special Use Permit for an 'Outdoor Gathering', as specified in the current Zoning Ordinance.
4. The property shall be maintained in a neat and orderly manner so that the visual appearance from the road and adjacent properties is acceptable to County officials.
5. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.
6. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.

ZMP 17:04 - *Amber Hill LLC* – Brad Robinson, Senior Planner requested the Board adopt an ordinance to amend the Fluvanna County Zoning Map with respect to 90.17 acres of Tax Map 4, Section A, Parcel 27A, to rezone the same from A-1, Agricultural, General, to I-2, Industrial, General. The property is located along Memory Lane

Board of Supervisors Minutes

(State Route 698), approximately 0.35 miles south of the intersection of Richmond Road (U.S. Route 250). The parcel is within the Rural Residential Planning Area and the Palmyra Election District. Mr. Robinson noted that at a neighborhood meeting held November 15, 2017, there were five (5) attendees, including staff. The attendees had questions or concerns about several issues including noise, lighting, security, utilities and runoff.

At 7:21pm, Vice Chair Booker opened the Public Hearing.

- Frank Gallo, 115 Mechunk Ridge Lane, spoke in opposition to the rezoning.
- Bobbi Gallo, 115 Mechunk Ridge Lane, spoke in opposition to the rezoning.
- Carroll Morris, adjacent business owner, spoke in opposition to the rezoning.
- Tom Payne, 345 Payne's Lane, spoke in favor of the rezoning.
- Salvatore Zambito, Fox Glen Subdivision, spoke in opposition to the rezoning.
- Joseph Ryan, Fox Glen Subdivision, spoke in opposition to the rezoning.
- Charles Hess, Fox Glen Subdivision, spoke in opposition to the rezoning.
- Tom Paquette, South Keswick Subdivision, spoke in favor of the rezoning.
- Trey Dillard, adjacent business owner, spoke in favor of the rezoning.
- David Gourley, Buckridge Rd, spoke in opposition to the rezoning.
- Florentino Perez, Fox Glen Subdivision, spoke in opposition to the rezoning.
- Jennifer Hoppe, Buckridge Rd, spoke in opposition to the rezoning.
- Katy Ward, Hampton, VA (owns parcel adjacent to the subject parcel), spoke in opposition to the rezoning.
- Elizabeth Cating, 2451 Richmond Rd, spoke in opposition to the rezoning.

With no one else wishing to speak, Vice Chair Booker, closed the Public Hearing at 8:10pm.

Vice Chair Booker invited representatives from LKQ, Inc, the potential business and parcel owner.

Scott Haley, L2 Development, and Matt Caddy, regional District Manager, LKQ, Inc., spoke at length, providing details about the business, operations, and LKQ community relations.

Mr. Haley noted that it is not anticipated that the whole 90 acre parcel will be developed, and described measures that would be taken to screen the facility from the public. Mr. Haley and Mr. Caddy each emphasized that a Site Plan has not been finalized, nor has an application for a Special Use Permit been submitted to the Fluvanna County Planning Department.

Vice Chair Booker thanked the applicants and opened the floor for Board discussion.

Mr. Payne spoke with regard to legal issues or concerns mentioned by citizens during Public Comment. Mr. Payne, referencing Virginia Code § 15.2-2284. - *Matters to be considered in drawing and applying zoning ordinances and districts* and several items of case law, noted that this matter is within the jurisdiction of the Board, and has been upheld in court numerous times.

Mr. Weaver noted his concerns
Mrs. Eager explained her stance

MOTION

Mr. O'Brien moved that the Board of Supervisors approved ZMP 17:04, an ordinance to amend the Fluvanna County Zoning Map with respect to approximately 90.17 acres of Tax Map 4, Section A, Parcel 27A, to rezone the same from A-1, Agricultural, General, to I-2, Industrial, General. Mrs. Eager seconded.

With the motion on the table, Mr. Weaver asked for discussion. Vice Chair Booker called for discussion and Mr. Weaver spoke briefly of his concerns and noted that his support of the motion comes with reservations.

Following this brief discussion, the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

7 - ACTION MATTERS

FY17 Comprehensive Annual Financial Report (CAFR)—Eric Dahl, Deputy County Administrator & Finance Director, & Kristen Choate, Robinson, Farmer, Cox Associates presented the FY 2017 Comprehensive Annual Financial Report (CAFR.)

MOTION

Mr. Weaver moved the Board of Supervisors accept the Fiscal Year 2017 Comprehensive Annual Financial Report (CAFR), as presented. Mrs. Eager seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Security, Surveillance and Safety Systems Installation and Service Contract - Cyndi Toler, Purchasing Officer presented a request to approve a contract with EC&M Integrated Solutions. Ms. Toler indicated that the Sheriff's office is in need of upgraded surveillance and access control systems in order to remain functional for security and noted that \$83546.19 had been set aside during the FY16 Carryover for this purpose.

Timeline/details:

- RFP issued in June 2017; 3 responses received.
- EC&M Integrated Solutions was chosen by the committee
- Access Control System will include - \$30,795.00

Board of Supervisors Minutes

- o All new Access control system hardware to secure necessary doors – existing locking hardware will be reused where possible
- o New security cards
- o New Panic Buttons
- o Accessible from any workstation.
- Video System will include - \$42,500.00
 - o New Video Server
 - o 7 exterior Cameras, 4 of those are PTZ cameras, 360-degree coverage than can be controlled from the network
 - o 12 interior cameras will be installed at all points of entry and critical areas.
- Both Video and Access Control Systems will be linked. This allows for monitoring access control alarms from anywhere on the network.
- Total installation Cost - \$73,295.00
- Ongoing Maintenance
 - o First 2 years are included in our warranty
 - o Year 3 \$3,500.00
 - o Year 4 \$3,800.00
 - o Year 5 \$4,200.00
 - o All device failures will be covered by flat rate fee. No other costs will be incurred by Fluvanna County except damages caused by Acts of God, Power Surges or abuse of equipment.

MOTION

Mrs. Eager moved the Board of Supervisors approve the contract between County of Fluvanna and EC&M Integrated Solutions, for Security, Surveillance and Safety System and further authorize the County Administrator to execute the agreement subject to the County Attorney revisions for a proper agreement and approval as to form. Mr. O'Brien gave second and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Lucas 3 Chest Compression System—Cyndi Toler, Purchasing Officer brought forward a request to approve the supplemental appropriation of funds to purchase a mechanical chest compression device. Ms. Toler noted that Lake Monticello Rescue will be requesting funds for the purchase of several CPR devices in FY19; approval of this request will allow Lake Monticello Fire and Rescue to test the efficacy of the device before additional devices are requested. Cost information: \$14,735.50 per device cost. After year 1, an additional \$5,260, for 4 years of maintenance.

Lake Monticello Rescue Chief Joe Orsolini provided operational details.

MOTION

Mr. O'Brien moved the Board of Supervisors approve a supplemental appropriation of \$14,735.50 from BOS Contingency to the FY18 CIP budget for the purchase of one Lucas 3 Chest Compression System. Mrs. Eager gave second and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Purchase of ImageTrend Software—Cyndi Toler, Purchasing Officer, presented a request to approve a supplemental appropriation and to approve a contract to upgrade the currently-free version of ImageTrend EMS reporting software. Fluvanna rescue agencies use the State provided “Image Trend Elite” (free version) with each agency assigned its own license and login information. Ms. Toler indicated that ImageTrend Elite is very basic, with no options to require data entries, relying on EMS volunteers to appropriately complete each field. Additionally, Fire companies currently use “Firehouse” software to report fire calls to State Fire Programs, costing \$2,000/annually. Upgrading to ImageTrend removes the need for “Firehouse” software as well as the need to replace and upgrade the “Firehouse” server and any related required annual maintenance fees. Ms. Toler reported that “Firehouse” does not interface with the new Computer Aided Dispatch system in the E911 Center. Operationally, ImageTrend has the ability to require providers to fill out all appropriate sections ensuring all fields all complete before submitting. Mr. Nichols stated that missing fields prompts delayed payment from EMS|MC, the company that manages the County’s Cost Recovery Program. The upgraded version of ImageTrend would provide one County access point for fire and rescue agencies to submit State (Fire and EMS) reports and also to EMS|MC for cost recovery billing. The upgraded ImageTrend software will interface with new CAD system.

- Purchase/Maintenance Cost:
 - o Setup and Service Costs for Year 1: \$29,750.00
 - o Year 2: \$20,500.00 (includes up to 3% escalation annually)

MOTION

Mr. Weaver moved the Board of Supervisors approve a supplemental appropriation of \$29,750.00 from Unassigned Fund Balance for the purchase of the County Version of ImageTrend to FY18 Fire and Rescue Operations Budget for the purchase of a County version of ImageTrend. Mrs. Eager gave second and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

And,

Mr. O'Brien moved the Board of Supervisors approve the contract between Fluvanna County and ImageTrend, Inc. for purchase of a County version of ImageTrend Software in the amount of \$29,750.00 and further authorize the County Administrator to execute the agreement subject to the County Attorney revisions for a proper agreement and approval as to form. Mrs. Eager seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

CARE Task Force Phase Plan and Charter Renewal – Steve Nichols, County Administrator requested a renewal of the Columbia Area Renewal Effort (CARE) Task Force Charter and an extension of the appointments to the Task Force.

With no discussion,

MOTION

Mrs. Eager moved to approve the CARE Task Force Phased Action Plan for working toward improvement efforts in the Columbia area. Mr. Weaver seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

And,

Mrs. Eager moved to approve a 6-month extension of the CARE Task Force Charter until June 30, 2018. Mr. Weaver seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Computers and Information Systems Acceptable Use Policy and Agreements—Steve Nichols, County Administrator presented an updated County Policy addressing employee usage of Computers and Information Systems.

With little discussion,

MOTION

Mr. O'Brien moved to approve the updated County Policy 5.1 entitled, "Computers and Information Systems Acceptable Use Policy." Mrs. Eager gave second and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Reclassification of Emergency Management Coordinator Position—Steven M. Nichols, County Administrator brought forward a request to reclassify the Emergency Management Coordinator position. Following approval of the new FY18 Pay Schematic of Classes and Pay Band revision, the already advertised salaries for the Emergency Management Coordinator position now fall outside of the current pay levels for Pay Band 18.

OLD PB-18	NEW PB-18	NEW PB-19
\$50,290	\$47,660	\$50,519
\$62,690	\$57,192	\$60,623
\$75,089	\$66,724	\$70,727

Moving the position to Pay Band 19 corrects the offered pay range.

With no discussion,

MOTION

Mr. Weaver moved to reclassify Position #9400, Emergency Management Coordinator, from Pay Band 18 to Pay Band 19. Mrs. Eager seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Deer Hunt for Handicapped Hunters at Pleasant Grove – Fred Payne, County Attorney presented a request for the annual deer hunt at Pleasant Grove.

With no discussion,

MOTION

Mrs. Eager moved that the Board of Supervisors authorize the Sheriff to conduct a deer hunt at Pleasant Grove Park for the purpose of controlling deer numbers, such hunt to be managed by Wheelin' Sportsmen, a non-profit organization providing outdoor recreation opportunities for handicapped hunters. Mr. Weaver seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Appointment to the Library Board of Trustees—Steven M. Nichols, County Administrator put forward the slate of candidates for the Library Board of Trustees. Ms. Nancy King was the only candidate.

With no discussion,

MOTION

Mr. O'Brien moved the Fluvanna County Board of Supervisors appoint Nancy King to the Fluvanna County Library Board of Trustees with a term beginning January 1, 2018 and ending December 31, 2021. Mr. Weaver seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Appointment to the Fluvanna Partnership for Aging—Steven M. Nichols, County Administrator presented the slate of candidates for the Partnership for Aging. Mr. Nichols noted that Nan Weikert, At-Large member, was interested in appointment as Cunningham District Representative (vacated when Stephanie Fick did not seek reappointment.) In addition, Sue Liberman requested reappointment to the Rivanna District. There were no other candidates.

MOTION

Mr. O'Brien moved the Fluvanna County Board of Supervisor reappoint Sue Liberman to the Fluvanna Partnership for Aging, Rivanna District, with a term beginning January 1, 2018 and ending December 31, 2021. Mr. Weaver gave second and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

And,

Mr. Weaver moved to appoint Nan Weikert to the Fluvanna Partnership for Aging, Cunningham District Representative, formerly held by Stephanie Fick, with a term beginning January 1, 2018 and ending December 31, 2021. Mrs. Eager gave second and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Appointment to the James Water River Authority—Steven M. Nichols, County Administrator requested reappointment of current member Joe Chesser to the James River Water Authority. There were no other candidates.

With no discussion

MOTION

Mr. O'Brien moved the Fluvanna County Board of Supervisors reappointed Joe Chesser to the James River Water Authority with a term beginning January 1, 2018 and ending December 31, 2021. On a second from Mrs. Eager, the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Appointment to the Social Services Board—Steven M. Nichols, County Administrator brought forward the slate of candidates to fill the position left vacant when Len Gardner's term and eligibility for reappointment expired.

With little discussion,

MOTION

Mr. O'Brien moved the Fluvanna County Board of Supervisors reappointed Joe Chesser to the Fluvanna County Social Services Board with a term beginning January 1, 2018 and ending December 31, 2021. On a second from Mrs. Eager, the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Appointment to the TJPDC—Steven M. Nichols, County Administrator, presented the slate of candidates for the Thomas Jefferson Planning District Commission. Keith Smith, currently appointee, is seeking reappointment. Other candidates included Rudy Garcia and Debra Kurre. Mr. O'Brien lauded Mr. Smith's involvement on the Planning District Commission and advocated for his reappointment.

MOTION

Mr. O'Brien moved the Fluvanna County Board of Supervisors reappointed Keith Smith to the Thomas Jefferson Planning Commission with a term beginning January 1, 2018 and ending December 31, 2020. Mrs. Eager gave second and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

8 – PRESENTATIONS

None.

9 - CONSENT AGENDA

The following items were discussed before approval:

AP Report, November 2017—Eric Dahl, Deputy County Administrator & Finance Director

The following items were approved under the Consent Agenda for December 20, 2016:

Minutes of November 15, 2017—Kelly Belanger Harris, Clerk to the Board

Minutes of December 6, 2017—Kelly Belanger Harris, Clerk to the Board

AP Report, November 2017—Eric Dahl, Deputy County Administrator & Finance Director

CRMF Request – FCPS School Roof Repairs – Don Stribling, FCPS Executive Director

CRMF Request – Fluvanna Middle School Painting – Don Stribling, FCPS Executive Director

Open Space Contract (Barber) – Andrew M. Sheridan, Commissioner of the Revenue

Open Space Contract (Edmonds) – Andrew M. Sheridan, Commissioner of the Revenue

MOTION

Mr. Weaver moved to ratify Accounts Payable and Payroll for November 2017, in the amount of \$1,411,992.35. Mr. O'Brien seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Mrs. Eager moved to approve all other items on the Consent Agenda for December 20, 2017. Mr. O'Brien seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

10 - UNFINISHED BUSINESS

None.

11 - NEW BUSINESS

None.

12 - PUBLIC COMMENTS #2

At 10:23pm Vice Chair Booker opened the second round of Public Comments. With no one wishing to speak, Vice Chair Booker closed the second round of Public Comments at 10:23pm.

14 - ADJOURN

MOTION:

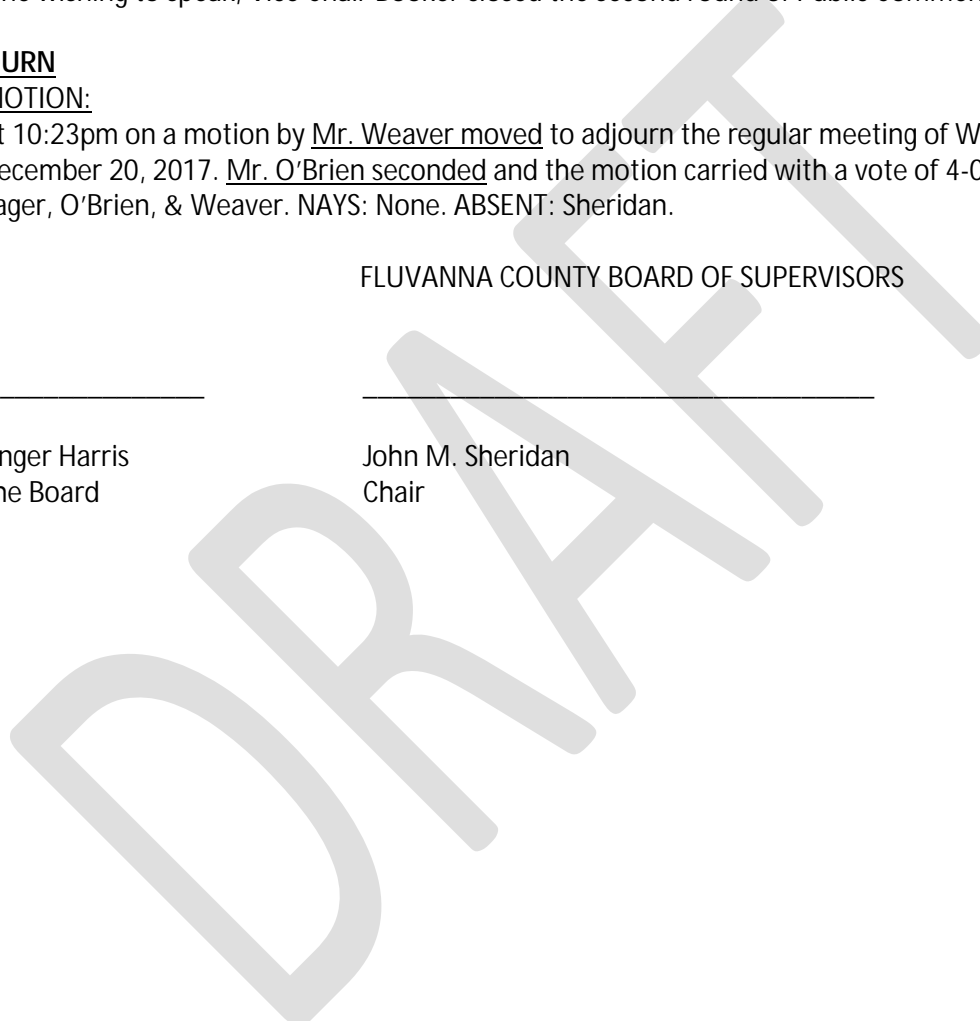
At 10:23pm on a motion by Mr. Weaver moved to adjourn the regular meeting of Wednesday, December 20, 2017. Mr. O'Brien seconded and the motion carried with a vote of 4-0. AYES: Booker, Eager, O'Brien, & Weaver. NAYS: None. ABSENT: Sheridan.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair



**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB T

MEETING DATE:	February 7, 2017				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting of Wednesday, January 10, 2018, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for January 10, 2018				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
JANUARY 10, 2018
Organizational & Regular Meeting 4:00pm**

MEMBERS PRESENT:

Mozell Booker, Fork Union District
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District
John M. (Mike) Sheridan, Columbia District
Donald W. Weaver, Cunningham District

ALSO PRESENT:

Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Kelly Belanger Harris, Clerk for the Board of Supervisors

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND MOMENT OF SILENCE

At 4:00pm Mr. Steven M. Nichols, County Administrator, called to order the 2018 Organizational Meeting. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

2018 Organizational Meeting of the Fluvanna County Board of Supervisors

Election of Chair - This action will elect a Chair to the Board of Supervisors for 2018. Mr. Steven M. Nichols, County Administrator, called for nominations.

Mrs. Booker nominated Supervisor Sheridan. Mr. O'Brien seconded.
VOTE COUNT: 4-0-1. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None. ABSTAIN: Sheridan.
With a vote of 4-0-1, Supervisor Sheridan was elected Chair, and the nomination/voting process was complete.
Following the election of Chair, Mr. Nichols turned the gavel, and the meeting, over to Chair Sheridan.

Election of Vice-Chair - This action will elect a new Vice-Chairperson to the Board of Supervisors for 2018. Chair Sheridan opened the floor for nominations for Vice-Chair.

Mrs. Eager nominated Supervisor Booker. With a second by Mr. Weaver, the vote passed 4-0-1. AYE: Sheridan, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None. ABSTAIN: Booker.

Resolution Entitled "Organizational Meeting of the Fluvanna County Board of Supervisors 2018" - The Code of Virginia requires an annual organizational meeting of the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates.

MOTION:

Mrs. Eager moved to adopt the Resolution entitled "*Organizational Meeting of the Fluvanna County Board of Supervisors 2018*" which designates the location, day, and time of meetings.

Meeting Place: Circuit Courtroom of the Fluvanna County Courts Building
Meeting Times: Day Meetings begin at 4:00 p.m. and end at 8:00 p.m., unless extended;
Night Meetings begin at 7:00 p.m. and end at 11:00 p.m., unless extended;
When scheduled, Work Sessions begin at 4:00 p.m. prior to the evening meeting.

Mrs. Booker seconded. The motion carried with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

Selection of Dates for the Board Meetings - This action will adopt the Board of Supervisors 2018 Regular Meeting Calendar.

MOTION:

Mrs. Booker moved to adopt the Board of Supervisors 2018 Regular Meeting Calendar as presented. Mr. Weaver seconded and the motion carried with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Adoption of Board By-Laws and Rules of Practice and Procedures - This action will adopt the Fluvanna County Board of Supervisors By-Laws and Rules of Practice and Procedures.

MOTION:

Board of Supervisors Minutes

Mrs. Eager moved to adopt the revised 2018 Fluvanna County Board of Supervisors By-Laws and Rules of Practice and Procedures. Mr. Weaver seconded and the motion carried with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Appointment of Board of Supervisor Members to Boards, Commissions, and Committees—Steven M. Nichols, County Administrator

After discussion,

MOTION

Mrs. Booker moved to make the following Supervisor appointments to various boards and commissions for terms effective January 1, 2018, through December 31, 2019. Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

The following appointments were made:

- Weaver - Agricultural/Forestal Advisory Committee
- Weaver - Audit Committee
- Sheridan - Columbia Task Force
- Booker - Community Policy Management Team (CPMT)
- Nichols - Emergency Services Director (Chair or COAD - § 44-146.19)
- Sheridan - Finance Board (Chair)
- Booker – Fluvanna Partnership for Aging
- Booker - Fork Union Sanitary District Advisory Committee
- O'Brien - Parks & Recreation Advisory Board
- O'Brien - Piedmont Workforce Investment Council
- Eager - Planning Commission
- Booker - Rivanna River Basin Commission (RRBC) - Mbr #1
- O'Brien - Rivanna River Basin Commission (RRBC) - Mbr #2
- Eager - Social Services Board
- O'Brien - Thomas Jefferson Planning District Commission (TJPDC)
- Sheridan - Virginia Association of Counties (VACo) Legislative Contact (Chair)
- Booker - Youth Advisory Council (YAC)

and realigned the appointment term of the Jail Board to coincide with the other Board appointments. Mr. Weaver will continue to serve as the Fluvanna Representative.

3 - ADOPTION OF AGENDA

MOTION

Mr. O'Brien moved to accept the Agenda, as revised, noting that *TAB R: Information Management Policy 5.2. - Website Privacy* has been deferred, for the January 10, 2018 Regular Meeting of the Board of Supervisors. Mrs. Booker seconded and the Agenda was adopted by a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- Ø Community & County Staff Recognitions
 - Appointment of new Community Volunteer Coordinator - Ms. Carol Tracy Carr, Effective January 1, 2018. She can be reached at volunteer@fluvannacounty.org.
 - New County Emergency Management Coordinator Hired: Ms. Debbie Smith selected from seven applicants. Two decades of fire and rescue experience, integrity, collaborative nature, and a drive to learn. Started her new role on Jan 8th
 - Fourth Active Older Adult Center at Beaver Dam Baptist Church, opening January 16, 2018.
- Ø Business Spotlight – Bright Ideas, 95 Zion Station Ct., Troy, VA United States, 22974
- Ø Announcements and Updates
 - Closing on grant purchase of Columbia Properties – Jan 11th
 - Columbia Demolition Invitation for Bids (IFB)

IFB Release Date:	January 12, 2018
Mandatory Pre-Bid Conference (those attending the October 6, 2017 pre-bid conference are not required to attend again)	Thursday, January 25, 2018, 2:30 p.m. St. Joseph's Roman Catholic Church, Columbia, VA
Deadline for Questions	Friday, February 2, 2018 by 4:00 p.m.
Bid Due Date	Thursday, February 15, 2018 by 4:00 p.m. EDT

- Commissioner, Treasurer, and Court Services Building Renovation - Expect to finish the week of Jan 15
- The County closed on the sale of the old schools:
 - § Dec 15th - Former Cunningham Elementary School - \$118,750.00
 - § Dec 22nd - Former Columbia Elementary School - \$85,000.00

Board of Supervisors Minutes

- o Blue Ridge Juvenile Detention Center proposed distribution of remaining Debt Service funds (amounts back to Fluvanna):
 - § Allocation of remaining Debt Service Account: \$50,309.44
 - § Allocation of remaining Debt Service Reserve Account: \$74,279.53
- o Undertaking Master County Policy Chapters and Numbering Project

Ø Upcoming Meetings

Day	Date	Time	Purpose	Location
Wed	Jan 17	4:00 PM 7:00 PM	Budget WS - Non-Profits & Regular Meeting	Courtroom Courtroom
Sat	Jan 20	9:00 AM	Leadership Planning Retreat	LM Fire Station
Wed	Feb 7	4:00 PM 7:00 PM	Regular Meeting & COAD FY19 Budget & Revenues/Expend.	Courtroom Courtroom
Wed	Feb 14	7:00 PM	Budget WS - Constitutional Officers	Morris Room
Wed	Feb 21	4:00 PM 7:00 PM	Budget WS - FCPS FY19 Adopted Budget & Regular Meeting	Courtroom Courtroom
Wed	Feb 28	7:00 PM	Budget WS – Agencies	Morris Room

Chair Sheridan asked Mr. Payne to provide an update on the Wheelin' Sportsman Hunt at Pleasant Grove, noting that the event was successful.

5 - PUBLIC COMMENTS #1

At 4:36pm Chair Sheridan opened the first round of Public Comments.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 4:36pm.

6 - PUBLIC HEARING

None.

7 - ACTION MATTERS

Real Estate Contract of Sale Amendment—Steven M. Nichols, County Administrator, presented a request to approve an amendment to the contract of sale related to parcels in the former Town of Columbia. Mr. Nichols remarked that the action is administrative in nature. Regarding the acquisition of several parcels (with four structures) in the former Town of Columbia is part of the FEMA Hazard Mitigation Grant project, these parcels and structures are all within the 100 year flood plain, and once acquisition is complete, t will be demolished. Following final survey of the properties being purchased, it was found that Parcel -63A should be removed from the transaction, as the property line has been found to be much closer to the house on -63B than expected so that there is not room for a driveway where planned by the current owner. This will also resolve the potential problem of the satellite dishes located on -63A, but belong to the house on -63B. The TJPDC has requested a change in the Scope of Work of the VDEM grant, with a proportionate reduction of the \$22,000 purchase price (for -63 and -63A together) by \$6,250 based on the relative width/area of -63A. Since parcel -63A is unimproved, the TJPDC and the County do not expect this change to be controversial in any way. The full grant is approximately \$200K; \$140 federal, \$40K State, and \$10K Local contributions.

Following brief discussion,

MOTION

Mr. O'Brien moved to approve amendment of the Real Estate Contract of Sale approved by the Board of Supervisors on May 17, 2017, to purchase the parcels identified on the tax maps of the County of Fluvanna, Virginia as Parcels 54A-1-63 and 54A-1-63A, with such amendment to remove Parcel 54A-1-63A from the transaction, and to reduce the total purchase price from \$22,000 to \$15,750, and authorize the County Administrator to execute the contract, subject to approval as to form by the County Attorney, and to carry out all rights and responsibilities of the County in connection with the contract. I further move to accept the deed or deeds delivered pursuant to the contract, subject to approval as to form by the County Attorney, and authorize the County Administrator to execute the County's acceptance in accordance with Virginia Code Section 15.2-1803. Mrs. Booker gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

Information Management Policy 5.2. - Website Privacy—Steven M. Nichols, County Administrator - **DEFERRED**

Contract for GIS System Update/Upgrade and Hosting Services—Eric Dahl, Deputy County Administrator and Finance Director, presented a request to ratify and approve a contract with Hurt & Proffitt, Inc., for GIS System and Hosting.

Timeline and Details:

- RFP Issued in October 2017 and closed November 2017
 - o 4 submissions received
 - o Hurt & Proffitt chosen by RFP Committee
 - § In business over 44 years; providing GIS Services for over 23 years.
 - § Included with H&P Costs:
 - o \$14,850.00 for year one
 - o \$12,650.00 per year starting at year 2

- WebGIS Development Fee Waived
 - WebGIS Maintenance \$6,000.00/year
 - Monthly Parcel Maintenance \$1,700.00/year
 - Monthly E911 Maintenance \$1,750.00/year
 - Monthly Spillman Flex CAD Update \$700.00/year
 - Monthly Misc. GIS Maintenance\Support \$1500.00/year
 - Monthly Mapbook Updates (PDF) \$1000.00/year
 - Training \$2,200.00 One time
- Current GIS costs: \$15,500 per year
 - Current GIS vendor cost: \$14,600 per year
 - GIS Web Hosting; \$6,200.00 per year
 - Secure map service for EnerGov; \$1,200.00 per year
 - Data Maintenance: \$7,200.00 per year
 - Current Addressing vendor cost: \$900 per year

Mr. Mel Sheridan, Commissioner of the Revenue, remarked on the selection of Hurt & Proffitt, and his satisfaction with the product and service.

MOTION

Mrs. Booker moved the Board of Supervisors approve the contract between Fluvanna County and Hurt & Proffitt, Inc., for GIS System Update/Upgrade and Hosting Services in the amount of \$14,850.00 for year one and further authorize the County Administrator to execute the agreement subject to the County Attorney revisions for a proper agreement and approval as to form. Mrs. Eager offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

Appointment to Columbia Area Renewal Effort (CARE) Task Force—Steven M. Nichols, County Administrator presented the slate of candidates for the Columbia Area Renewal Effort (CARE) Task Force position that was vacated when Mr. John Hammond resigned. There was one candidate, Ms. Carolyn Tinsley.

With no discussion,

MOTION

Mrs. Booker moved to appoint Carolyn Tinsley to the Columbia Area Renewal Effort (CARE) Task Force, with terms to begin immediately and end June 30, 2018. Mrs. Eager gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver.

8 - PRESENTATIONS

None.

9 - CONSENT AGENDA

The following items were approved under the Consent Agenda for January 10, 2018:

Approval of Open Space Contract for Andrew J. Jr. & Carol A. Mills – Andrew M. Sheridan, Commissioner of the Revenue

Approval of Open Space Contract for Linda F. Staiger, Trustee of the Staiger Living Trust – Andrew M. Sheridan, Commissioner of the Revenue

FY18 Aid to Localities Funding – Fire Department—Mary Anna Twisdale, Management Analyst

FY18 1st & 2nd Quarter Voluntary Contributions—Mary Anna Twisdale, Management Analyst

MOTION

Mrs. Booker moved to approved the consent agenda, for the January 10, 2018 Board of Supervisors meeting. Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

10 - UNFINISHED BUSINESS

Mr. O'Brien inquired about the status of Strategic Zoning. Mr. Nichols indicated that a presentation addressing the issue will be on the next meeting's agenda.

Mrs. Eager requested to be allowed to travel out of state to tour the LKQ facility in York, PA.

MOTION

Mr. Weaver moved to approve the request for Mrs. Eager to travel out of state to tour the York, PA facility of LKQ. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

Mr. O'Brien request a status update of the disc golf course. Aaron Spitzer, Director of Parks and Recreation provided the update and remarked that it is hoped to have a Grand Opening in the April.

11 - NEW BUSINESS

None.

12 - PUBLIC COMMENTS #2

At 4:59pm Chair Sheridan opened the second round of Public Comments.

With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 4:59pm.

13 - CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 4:59pm, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.4, A., A.6, A.7 & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Privacy of Individuals, Investment of Funds, Litigation, and Legal Matters. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 6:05pm, Mr. O'Brien moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mr. Weaver seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

MOTION

Mrs. Eager moved to accept the most recent offer to settle the case pending in Circuit Court between the County and Lexon; to authorize the County Attorney to endorse an appropriate order dismissing the case as "agreed"; and to authorize the County Administrator to execute a release of the County's claim, approved as to form by the County Attorney; all of the foregoing subject to receipt by the County of the amount of \$30,000. With a second by Mrs. Booker the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.
Discussion

14 - ADJOURN

MOTION:

At 6:08pm Mr. Weaver moved to adjourn the regular meeting of Wednesday, January 10, 2018. Mrs. Booker seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, & Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia
RESOLUTION No. 01-2018

**A RESOLUTION RECOGNIZING THE 2018 ORGANIZATIONAL MEETING
OF THE BOARD OF SUPERVISORS**

At the annual Organizational Meeting of the Fluvanna County Board of Supervisors held in the Fluvanna County Courts Building at 4:00 PM on Wednesday, January 10, 2018, the following resolution was adopted by the Board of Supervisors, the vote being as shown below and recorded in the minutes of the meeting.

WHEREAS, the Code of Virginia requires an annual organizational meeting for the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates and,

WHEREAS, the Board of Supervisors does now conduct such an organizational meeting;

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors that it does hereby designate the Circuit Courtroom in the Fluvanna Courts Building as its meeting place for Regular Meetings to be held on the first Wednesday of each month at 4:00 p.m. and the third Wednesday of each month at 7:00 p.m., except for the month of July when the only meeting shall be on the first Wednesday starting at 4:00 p.m., breaking for dinner, then reconvening at 7:00 p.m. for additional business or public hearings. When scheduled, Work Sessions will generally be held the third Wednesday of each month at 4:00 p.m. prior to the regular meeting.

BE IT FURTHER RESOLVED by the Board of Supervisors that it does hereby designate the fourth Wednesday at 7:00 p.m. as the meeting date for any such regular meeting that is postponed due to weather or such other circumstances.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the annual Organizational Meeting of the Board held on the 10th day of January, 2018;

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District	X				X	
Patricia B. Eager, Palmyra District	X					
Anthony P. O'Brien, Rivanna District	X					
John M. Sheridan, Columbia District	X					
Donald W. Weaver, Cunningham District	X					X

A Copy, teste:

Kelly Belanger Harris

Clerk to the Board of Supervisors

Fluvanna County, Virginia

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB U

MEETING DATE:	February 7, 2018																			
AGENDA TITLE:	New HR Manager Salary																			
MOTION(s):	I move to approve a hiring salary of \$64,000 for the new Human Resources Manager, Ms. Jessica Rice, effective February 20, 2018.																			
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):																	
		X																		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other															
				XX																
STAFF CONTACT(S):	Steve Nichols, County Administrator																			
PRESENTER(S):	Steve Nichols, County Administrator																			
RECOMMENDATION:	Approve																			
TIMING:	Current																			
DISCUSSION:	<p>Ms. Gail Parrish is retiring on March 1, 2018.</p> <p>A highly qualified candidate is unanimously endorsed by the 7-person interview panel. Ms. Jessica Rice currently works for the City of Charlottesville and is a Palmyra resident. She has accepted our offer of employment and she brings significant skills and experience.</p> <p>Recommend salary of \$64,000, which is above the County Administrator’s salary range hiring authority. Details shown in the chart below.</p>																			
	<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr style="background-color: #d9e1f2;"> <th style="padding: 5px;">Position</th> <th style="padding: 5px;">HR Manager</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Previous Annual Salary</td> <td style="padding: 5px; text-align: center;">\$64,677</td> </tr> <tr style="background-color: #fff2cc;"> <td style="padding: 5px;">Pay Band</td> <td style="padding: 5px; text-align: center;">20</td> </tr> <tr> <td style="padding: 5px; text-align: center;">Minimum</td> <td style="padding: 5px; text-align: center;">\$53,551</td> </tr> <tr> <td style="padding: 5px; text-align: center;">Mid-range</td> <td style="padding: 5px; text-align: center;">\$64,261</td> </tr> <tr> <td style="padding: 5px; text-align: center;">Maximum</td> <td style="padding: 5px; text-align: center;">\$74,971</td> </tr> <tr style="margin-top: 10px;"> <td style="padding: 5px; text-align: center;">COAD Authority - 15% above Base</td> <td style="padding: 5px; text-align: center;">\$61,584</td> </tr> <tr style="background-color: #d9ead3;"> <td style="padding: 5px; text-align: center;">Requested - ~25% above Base</td> <td style="padding: 5px; text-align: center;">\$64,000</td> </tr> </tbody> </table>					Position	HR Manager	Previous Annual Salary	\$64,677	Pay Band	20	Minimum	\$53,551	Mid-range	\$64,261	Maximum	\$74,971	COAD Authority - 15% above Base	\$61,584	Requested - ~25% above Base
Position	HR Manager																			
Previous Annual Salary	\$64,677																			
Pay Band	20																			
Minimum	\$53,551																			
Mid-range	\$64,261																			
Maximum	\$74,971																			
COAD Authority - 15% above Base	\$61,584																			
Requested - ~25% above Base	\$64,000																			

FISCAL IMPACT:	Results in a small budget savings since new salary is below that of the incumbent.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB V

MEETING DATE:	February 7, 2018				
AGENDA TITLE:	FY18 Schools Insurance Claim –Dodge Journey				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$19,072.49 to the FY18 Schools Transport Vehicles CIP Budget to reflect reimbursement from an insurance Claim				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Don Stribling, Executive Director FCPS				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	A FCPS Dodge Journey was declared a total loss due to an accident. The amount recovered for the vehicle is \$19,072.49				
	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
FISCAL IMPACT:	This action will increase the FY18 Schools Transport Vehicles CIP budget by \$19,072.49				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

**FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS**

February 7, 2018

No.	Item
1	FY18 BOS Contingency Balance report – 2018-02-07
2	FY18 Capital Reserve Memo – 2018-02-07
3	Unassigned Fund Balance Report – 2018-02-07
4	Monthly Building Report
5	
6	
7	
8	
9	
10	

COUNTY OF FLUVANNA

“Responsive & Responsible Government”

P.O. Box 540
 Palmyra, VA 22963
 (434) 591-1910
 Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: February 7, 2018
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: FY18 BOS Contingency Balance

The FY18 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000
Less: Arts Council FY18 Allocation Grant Supplement – 06.07.17	-\$500
Less: Quitclaim and Release for FCSS Building – 08.16.17	-\$11,520
Less: Reimbursement of Legal Fees to Linda Lenherr – 09.20.17	-\$18,132
Less: Reimbursement to Fire for Transfer of Brush 10 to Public Works – 11.01.17	-\$20,000
Less: Lucas 3 Chest Compression System – 12.20.17	-\$14,735.50
Available:	\$85,112.50

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MEMORANDUM

Date: February 7, 2018
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: FY18 Capital Reserve Balances

The FY18 Capital Reserve account balances are as follows:

County Capital Reserve:

FY17 Carryover	\$134,975
FY18 Allocation:	\$175,000
Plus: Projects Completed July 2017	\$31
Less: Courts Building Well Repairs – 08.02.17	-\$7,800
Less: Bobcat Skid-Steer Major Repairs – 08.02.17	-\$2,400
Less: Additional Historic Courthouse Roof Repairs – 09.06.17	-\$10,000
Less: Courts Building Records Room HVAC – 09.06.17	-\$55,000
Less: Palmyra Rescue Asphalt and Concrete Slab – 09.20.17	-\$39,000
Less: Demolish Old Maintenance Shop and Dispose of Debris – 11.01.17	-\$40,000
Less: Design and Construction of Foundation Underpinning Along Front of Pleasant Grove House – 11.01.17	-\$27,500
Less: Secure Evidence Storage at Public Safety Building – 11.01.17	-\$8,550
Less: Replace Fencing and Expand Impound Lot at Public Safety Building – 11.01.17	-\$15,000
Available:	\$104,756

Schools Capital Reserve:

FY17 Carryover	\$238,603
FY18 Allocation:	\$75,000

Plus: Projects Completed July 2017	\$1,159
Less: Central HVAC Unexpected Repairs – 07.05.17	-\$6,226
Less: Bus Motor Repair – 10.04.17	-\$20,000
Less: Repair and Resurface FCHS Tennis Courts and Track – 10.04.17	-\$44,400
Less: Replace FCHS Baseball Bleachers – 10.04.17	-\$36,200
Less: Maintenance of Fire Extinguishers – 10.04.17	-\$7,980
Less: Middle School Painting – 12.20.17	-\$32,450
Less: Roof Repairs, Carysbrook Elementary, West Central Primary, FCHS – 12.20.17	-\$8,770
Available:	\$158,736

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MEMORANDUM

Date: February 7, 2018
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY17 Year End Audited Total Unassigned Fund Balance:	\$15,855,959
Unassigned Fund Balance – 12% Target Per Policy:	\$8,342,826
Unassigned Fund Balance – Excess Above Policy Target:	\$7,513,133
Less: FY17 to FY18 Automatic Carryovers	-\$23,862
Less: ZXR Water. & Sewer Sys. Amend. to Agrmt. #3 (Dewberry) – 07.05.17	-\$4,500
Less: ZXR Water & Sewer Sys. Project Agreement #4 (Bowman) – 07.05.17	-\$6,880
Less: ZXR Water & Sewer Sys. Project Agreement #11 (Dewberry) – 07.05.17	-\$51,330
Less: ZXR Water & Sewer Sys. Project Agreement #5 (Bowman) – 07.05.17	-\$22,950
Less: ZXR Water & Sewer Sys. Amend. to Agrmt. #6 (Dewberry) – 09.06.17	-\$13,870
Less: ZXR Water & Sewer Sys. Project FY18 Interest Payments – 09.06.17	-\$224,852
Less: ZXR Water & Sewer Sys. Project Agreement #6 (Bowman) – 10.18.17	-\$6,550
Less: Farm Heritage Museum – 11.15.17	-\$54,470
Less: Image Trend Software – 12.20.17	-\$29,750
Current FY18 Unassigned Fund Balance– Excess Above Policy Target:	\$7,074,119



BUILDING INSPECTIONS MONTHLY REPORT

County of Fluvanna

Building Official:	Period:
Kevin Zoll	December, 2017

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
BUILDING PERMITS ISSUED														
NEW - Single Family Detached	2015	4	5	10	9	12	12	14	13	2	4	7	3	95
	2016	11	11	8	15	9	18	6	5	9	2	6	8	108
	2017	3	2	16	6	4	10	6	5	14	5	7	13	91
NEW - Single Family Attached	2015	2	0	0	0	0	0	0	2	0	0	0	0	4
	2016	0	0	0	0	0	0	0	0	0	0	2	0	2
	2017	0	0	0	0	0	0	0	0	0	0	0	0	0
NEW - Mobil Homes	2015	0	0	0	0	1	1	0	2	0	0	0	0	4
	2016	0	1	0	0	0	0	0	1	0	0	0	0	2
	2017	0	0	0	0	2	1	0	1	0	0	0	0	4
Additions and Alterations	2015	21	30	38	28	21	30	22	25	23	27	35	18	318
	2016	13	10	31	27	29	29	15	32	31	28	27	27	299
	2017	29	20	29	43	20	29	32	18	23	27	43	28	341
Accessory Buildings	2015	4	4	3	4	1	0	0	2	6	0	0	3	27
	2016	3	4	4	6	2	2	1	2	1	3	3	6	37
	2017	0	4	2	3	2	2	2	4	2	0	2	2	25
Swimming Pools	2015	0	0	0	0	0	0	0	1	1	0	0	0	2
	2016	0	0	0	0	0	1	1	0	0	1	1	0	4
	2017	0	1	1	0	0	1	0	0	0	0	0	0	3
Commercial/Industrial Build/Cell Towers	2015	1	0	0	0	0	0	2	0	0	1	1	1	6
	2016	0	0	2	2	0	0	1	0	1	1	1	1	9
	2017	1	2	0	0	0	0	2	2	0	1	0	0	8
Land Disturbing Permits	2015	6	5	9	10	10	12	15	16	3	5	10	5	106
	2016	12	11	8	14	10	17	7	6	11	3	9	9	117
	2017	3	2	17	7	7	9	6	6	15	7	7	14	100
TOTAL PERMITS	2015	38	39	51	41	35	43	38	45	32	32	43	25	456
	2016	27	26	45	50	40	50	24	40	42	35	40	42	461
	2017	36	31	65	59	35	43	42	30	39	40	60	85	565
BUILDING VALUES FOR PERMITS ISSUED														
TOTAL BUILDING VALUES	2015	1,384,631	1,560,716	2,916,520	3,567,237	2,999,918	4,280,357	5,272,378	3,107,731	2,625,563	2,203,913	1,931,893	6,252,403	\$ 38,103,260
	2016	1,817,981	2,555,455	5,552,458	3,711,821	2,447,891	5,181,921	3,611,179	1,817,783	3,089,971	1,889,279	2,028,590	2,937,783	\$ 36,642,112
	2017	857,767	827,724	4,859,777	2,066,132	1,512,789	3,676,118	1,904,915	2,359,988	2,846,545	1,957,646	1,897,110	3,479,285	\$ 28,245,796
INSPECTIONS COMPLETED														
TOTAL INSPECTIONS	2015	105	137	146	214	113	232	193	181	208	206	149	149	2033
	2016	116	91	153	157	155	214	249	230	197	181	184	172	2099
	2017	159	144	171	141	177	152	202	182	153	183	181	169	2014
FEES COLLECTED														
Building Permits	2015	\$6,731	\$8,351	\$13,711	\$16,037	\$13,508	\$16,628	\$14,931	\$18,895	\$10,411	\$8,558	\$10,381	\$9,575	\$ 147,717
	2016	\$11,850	\$11,954	\$11,576	\$14,889	\$8,447	\$18,588	\$12,947	\$7,537	\$11,285	\$12,548	\$8,361	\$11,213	\$ 141,193
	2017	\$4,060	\$3,660	\$22,692	\$9,249	\$6,703	\$11,948	\$9,494	\$7,790	\$13,169	\$6,895	\$9,022	\$12,886	\$ 117,568
Land Disturbing Permits	2015	\$1,775	\$875	\$1,425	\$3,425	\$1,750	\$1,850	\$2,325	\$3,338	\$1,085	\$2,819	\$10,450	\$2,298	\$ 33,414
	2016	\$3,200	\$2,575	\$1,700	\$1,950	\$2,250	\$2,200	\$4,020	\$875	\$28,074	\$2,000	\$1,450	\$1,200	\$ 51,494
	2017	\$475	\$800	\$7,000	\$1,523	\$2,366	\$2,425	\$1,733	\$7,784	\$2,100	\$2,050	\$1,000	\$1,625	\$ 30,880
Zoning Permits/ Proffers	2015	\$1,200	\$1,000	\$1,650	\$2,600	\$1,500	\$1,850	\$1,850	\$2,400	\$1,650	\$1,050	\$950	\$1,700	\$ 18,500
	2016	\$1,150	\$1,250	\$1,800	\$2,450	\$1,650	\$2,700	\$1,150	\$1,150	\$1,900	\$1,050	\$900	\$850	\$ 18,950
	2017	\$400	\$1,000	\$2,400	\$950	\$1,500	\$1,800	\$1,245	\$1,250	\$1,600	\$1,000	\$1,250	\$1,550	\$ 15,945
TOTAL FEES	2015	\$ 9,706	\$ 10,226	\$ 16,786	\$ 22,062	\$ 16,758	\$ 20,328	\$ 19,106	\$ 24,632	\$ 13,146	\$ 12,427	\$ 21,731	\$ 12,722	\$ 199,631
	2016	\$ 16,200	\$ 15,779	\$ 15,076	\$ 19,289	\$ 12,347	\$ 23,488	\$ 18,117	\$ 9,562	\$ 41,259	\$ 15,348	\$ 11,411	\$ 13,763	\$ 211,637
	2017	\$ 4,935	\$ 5,460	\$ 32,092	\$ 11,722	\$ 10,569	\$ 16,173	\$ 12,472	\$ 16,824	\$ 16,869	\$ 9,945	\$ 11,272	\$ 16,061	\$ 164,394