



**COUNTY OF FLUVANNA, VIRGINIA**  
**Request for Proposals (RFP) #2021-03**  
**GENERAL REASSESSMENT SERVICES OF REAL PROPERTY**

**Issue Date: January 25, 2021**

**Due Date: February 23, 2021 at 2 p.m. EST**

**Procurement Contact:**

County of Fluvanna  
Cyndi Toler, Purchasing Officer  
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**All sealed proposals shall be turned in no later 2:00 p.m. EST, 23<sup>rd</sup> day, February, 2021.**

**All Proposals that are delivered via mail or are hand delivered must be addressed to the “Procurement Contact” listed above.**

**Any Proposals sent in via facsimile, telephone, or email shall not be considered.**

**Any Proposals that are turned in late will be rejected and returned unopened.**

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

**1. PURPOSE**

- A. Fluvanna County, a political subdivision of the Commonwealth of Virginia (the “County”) and the Fluvanna County Board of Supervisors (the “Board”) is issuing this Request for Proposal (“RFP”) and 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, 2023, and January 1, 2025, as stated in Section 58.1-3201 of the Code of Virginia (hereinafter the “Code”). All services shall be provided in accordance with the specifications contained herein and attached hereto. The first General reassessment (January 1, 2023) will entail an administrative review of all

property and sales since January 1, 2021 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. Fluvanna County is centrally located in the heart of Virginia, 120 miles south of Washington, D.C., 60 miles west of Richmond, VA, and 25 miles southeast of Charlottesville, VA. The County encompasses a land area of 282 square miles and is bound by interstate 64 to the north and by the James River to the south. As of July 2014, the County had a population of 25,970. 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, 2021

<b>Parcel – By Class</b>	<b>2021 Parcel Count</b>
Commercial (R4)	200
Residential (R1-3)	13627
Agricultural (R5-6)	1722
Tax Exempt (E70-79)	453
Mobile Homes	326
<b>Total Taxable Parcels</b>	<b>16328</b>

**3. STATEMENT OF NEEDS**

- A. In accordance with Section 58.1-3254 of the Code (all Code references are to the Code 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 applicable law including specifically Sections 58.1-3258.1 and 58.1-3275 of the Code. The successful Offeror shall demonstrate extensive knowledge of the assessment requirements as set out in the Code, 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. “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, shall be made at 100% of fair market value...” Fair market value has been defined by the International Association of Assessing Officers (IAAO) as “‘Fair market value’ means the amount in terms of money that a well-informed buyer is justified in paying and a well-informed seller is justified in accepting for property in an open and competitive market, assuming that the parties are acting without undue compulsion” or “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.” Generally, Virginia Courts have

defined fair market value to be: “The fair market value of a property is the price which it will bring when offered for sale by one who desires but is under no duress to sell and is brought by one who is under no undue necessity of buying, with both buyer and seller being knowledgeable of the uses to which the property is adaptable.”

- 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, 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, 2021 through March 31, 2022 in Fluvanna County. The Offeror will conduct this study **prior** to beginning any field appraisals. The completed study will be provided to the County in hardcopy and digital formats and will become the 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, 2023 and January 1, 2025 assessments, respectively. The Offeror’s duties shall also 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 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. All schedules, standards, and rule shall conform to IAAO standards, applicable law 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. Manufactured homes which have been converted to real property pursuant to Section 46.2-653.1 of the Code 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 if an as required under applicable law. 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?
    - d. Is it on a foundation with hitch removed?
- 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 requirements of applicable law and 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 2023 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 BOE hearings/assessor hearings including appeals 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 and Timber**

- 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, and consultation with the Commissioner of the Revenue.
- B. Timber shall be assessed as required by applicable law including without limitation Section 58.1-3284 of the Code.

#### **12. Properties spanning Towns and County**

- A. If applicable, 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 inspection.
- B. The Offeror shall measure all new improvements since last reassessment for 2021 and all improvements in total for 2023 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. Affordable housing shall be assessed in accordance with applicable law including without limitation Section 58.1-3295 of the Code.
- 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, Defective Drywall and Wetlands**

- 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.
- B. Perform any required reassessment of residential property containing defective drywall in accordance with Section 58.1-3284.2 of the Code.
- C. Assess wetlands separately if and as required under Section 58.1-3284.3 of the Code.

**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) and Leasehold interests (see Section 58.1-3203 of the Code).

**26. Construction Costs**

- A. The Offeror shall use an appropriate construction cost index similar to that used by other Virginia localities as a basis for determining initial construction costs and shall provide a description of the cost index used and why to the County and the Assessor. 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 though 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 2022 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 2021 Assessors' Manual which can be used as a starting point for the 2023 & 2025 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 include all sales in the County 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.
- 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 copied 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.
- iii. An assessor shall be present at hearings upon the request of either the BOE or the County. Where possible, the assessor who worked in the area of the property being reviewed should be present.

**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 2022 in order to meet the reassessment notice mailing deadline of September 28, 2022.

**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, 2022 and December 18, 2024 with all hearing results notifications mailed to the property owner on or before December 21, 2022 and December 21, 2024, 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, 2022 and December 21, 2024, 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 of assessment(s) 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, County IT personnel, 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. Any required releases must first be reported to the County Administrator.
- 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.

**BB. BOE Support**

The Offeror shall furnish a qualified staff member (Offeror employee) to assist the County Board of Equalization (also referred to as the "BOE"), Assessor and the County and without limitation to assist with applicable to the requirements of Sections 58.1-

3331, 3379 and 3984 of the Code of Virginia as amended. Said employee shall be present at each and every BOE meeting and until appeals from said BOE or to the Courts, arising within the statutory period, have been heard and resolved. This service shall be provided at no additional cost to the County.

### **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, 2022 and ending in December 2022. 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, 2022 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, 2022.

#### **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, 2022 in order to meet the reassessment notice mailing vendor's submission deadline of September 24, 2022.

#### **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, 2022.
- ii. All new construction completed between November 1, 2021 and December 31, 2021 and new construction partially completed as of January 1, 2023, shall be appraised at the finalized 2022 values and delivered to the Commissioner of the Revenue by the Offeror on or before January 10, 2023. 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, 2021. The Offeror shall complete the Administrative reassessment no later than
- iv. Pursuant to Section 58.1-3300 of the Code, 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, 2022 or March 31, 2023, if extended pursuant to Section 58.1-3257 of the Code. The Offeror shall apply for a three-month extension of the reassessment process through March 31, 2023 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, 2024 and ending in December 2024. An assessor shall be present at each hearing and a member of the BOE may attend, as applicable. 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, 2024 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, 2024.

#### **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, 2024 in order to meet the reassessment notice mailing vendor's submission deadline of September 25, 2024.

**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, 2022.
- ii. All new construction completed between November 1, 2024 and December 31, 2024 and new construction partially completed as of January 1, 2023, shall be appraised at the finalized 2022 values and delivered to the Commissioner of the Revenue by the Offeror on or before January 10, 2023. 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, 2024. The Offeror shall complete the Administrative reassessment no later than
- iv. Pursuant to §58.1-3300 of the Code, 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, 2024 or March 31, 2025, if extended pursuant to Section 58.1-3257 of the Code. The Offeror shall apply for a three-month extension of the reassessment process through March 31, 2025 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 FORMAT**

- A. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- B. **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, a general understanding of the financing, an overview of the history and qualifications of the firm.
- C. **Qualifications** - Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the services and which respond fully to the Scope of Work described herein. "Additional Information" is defined as:
  - a. Certifications and/or Licenses to conduct services required by the Code of Virginia
  - b. Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel;
  - c. Sample documents and/or reports, relating to the services
- D. **Overview** – The purpose of this section is to provide the County with an overview of the

history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign if selected. At a minimum, the proposal should:

- a. Designate a County Liaison/Project Manager and indicate office location.
- b. Include the organization chart, functional discipline, and responsibilities of team members. 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.\*
- c. Project Approach and Specifications - The purpose of this section is to provide the County with the Offeror's understanding and proposed approach to the project/provision of services and specification. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror's firm and firm's approach to ensure quality control and ability to meet turn-around times set forth herein.
- d. Demonstrated History of Successful Projects - Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with the County and their agents. The personnel named in the proposal shall remain assigned to the project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to the County. No replacement may be made without submission of a resume of the proposed replacement for approval by the County.
- e. **Other Requirements** - The proposal package shall include as a minimum:
  - i. The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
  - ii. A detailed response to all requirements, general, specific, functional and technical as may be defined within this RFP.
  - iii. A sufficient description of the experience and knowledge base of the Offeror to show the Offeror's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:
    1. A brief description of the history and mission of the Offeror, including the Offeror's background and mission statement, the length of time the Offeror has been in business, a description of the Offeror's organizational structure and a description of the Offeror's customer make-up;
    2. A statement of how long the Offeror has provided services similar to the Services requested herein;
    3. A general description of the Offeror's experience and background in providing services similar to the Services requested herein;
    4. Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material;
    5. Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects; and
    6. Background Information including at minimum: most recent year's financials (prefer audited) and a disclosure of any past and pending litigation

- iv. Pricing Options- Include hourly and/or lump sum pricing for services and pricing of any optional services (with a clear indication that they are optional).
  - v. Description of the typical assistance the Offeror will require of County staff, if any. The Offeror shall outline all additional responsibilities it expects the County to assume if different from those specified herein.
- f. Proposed Sub-Consultants - The Contractor shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-contractors shall be provided. By proposing such firm(s) or individuals, the Contractor assumes full liability for the sub-consultant's performance. The Contractor shall state the amount of previous work experience with the sub-consultant(s).
  - g. Addenda: Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.
  - h. Any information thought to be relevant, should be provided as an appendix to the Proposal of the Offeror to this RFP. If publications are supplied by the Offeror to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference material included in the additional documents.
  - i. Representative Projects: This section of the Offeror's Proposal should list and describe representative clients currently served by Offeror for similar services, and especially projects for other Virginia agencies, localities, and public bodies. Include a project name and location, brief description of the project, description of the scope of services provided, and principal contact person. The Offeror must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body such as a Virginia County or City.
  - j. References: Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably 5 those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference. All government clients in Virginia must be provided as references.
  - k. Fee Proposal: 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.
  - l. **Cost and Effective Cost Control:** The County will consider cost for services in evaluating proposals. Demonstrated history of effective control of project costs and collection success and ability to accomplish work in a timely manner including:
    - i. Describe the Offeror's cost control methodology especially as it relates to any optional services;
    - ii. Describe the approach for reducing costs;
    - iii. Describe your documentation, tracking and reporting system;
    - iv. Describe your program for quality control and time management; and
    - v. Overall benefits value as compared to pricing, project plans and other factors.
  - m. Timeline: 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 (10) 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.

- E. **Forms:** All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
  - i. Certificate of No Collusion
  - ii. Offeror Statement
  - iii. Proof of Authority to Transact Business in Virginia
  - iv. Vendor/Offeror Data Sheet
- F. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- G. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. If necessary, the County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- H. Incurred Expenses: The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County as a result of cancellation of this RFP or failure to be awarded a contract under this RFP.
- I. Ownership of Proposals: Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.

### 34. SUBMITTAL INSTRUCTIONS

- A. RFP Questions: Address questions concerning this RFP to the Procurement Contact listed on page 1 of this RFP. Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted after March 8, 2021.
- B. **Each Offeror must submit one (1) original hard copy, 3 copies, and one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick.**
- C. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- D. All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.
- E. Offers shall be prepared simply and economically, providing a straightforward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- F. 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 of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP.
- G. **Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals,**

**proposals received by telephone, fax, telegraph, or email shall be rejected.**

H. Cost will be considered in evaluating the Proposals.

### **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. The County will follow the evaluation and selection criteria described in this RFP. The County shall evaluate proposals intends to award the contract to the firm that makes the best proposal overall, with cost being a factor. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartially and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:
    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.)
- B. The County may arrange for discussions with Offerors submitting Proposals for the purpose of obtaining additional information or clarification if needed.
- C. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- D. The County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County, the County reserves the right to reject the Proposal.
- E. The County reserves the right to have any consultant(s) of its choosing serve on the evaluation committee or advise the evaluation committee with respect to responses to this RFP and information will be shared with any such consultant(s).

### **36. AWARD OF CONTRACT**

The award(s) shall be based on the Offeror(s)' ability to meet all RFP requirements and the right is reserved to make the award to other than the lowest priced Offeror when it is in the best interest of the County and consistent with the Virginia Procurement Act, the County's Code, the County's Procurement Policies and Procedures and other applicable law. The provisions set forth herein are for contractual goods/services rendered to the County of Fluvanna, Virginia and this solicitation in done under Virginia Code Section 2.2-4302.2(A)(3) as a competitive negotiation for

goods and/or nonprofessional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror(s) which, in its opinion, have made the best proposals and provides the best values, and shall award the contract to those offeror(s).

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 services identified herein. The County may choose not to award a contract or Notice to Proceed for any or all of the service described herein.

**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 or required by applicable law to be included.

# Appendix I

## COUNTY OF FLUVANNA

### GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

## **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.

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### **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, 2<sup>nd</sup> 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.