**NELSON COUNTY, VIRGINIA**
**REQUEST FOR PROPOSAL (RFP)**
**GENERAL PROPERTY REASSESSMENT**

**ISSUE DATE**: **August 4, 2016** **RFP #: #2016-NCREASSESS**

**TITLE**: General Property Reassessment

**ISSUED BY:** County of Nelson
County Administrator's Office
P.O. Box 336
Lovingston, VA 22949

Sealed Proposals Will Be Received Until **2:00 p.m.** Local Time Prevailing on **September 2, 2016** For Furnishing the Services Described Herein.

All Inquiries For Information Should Be Directed To: Stephen A. Carter Phone: (434) 263-7000

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Nelson County Courthouse, 84 Courthouse Square, County Administrator's Office, Lovingston, Virginia.**

Offerors shall ascertain prior to submitting a response that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda here:

Addendum No._____ Date: _____ Addendum No._____ Date: _____

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.
Name and Address of Firm:

_____ Date:_____

_____ By:_____
(Signature in Ink)

_____ Name:_____

_____ Zip Code: _____ Title:_____

FEI/FIN NO.:_____ Telephone Number: (___)_____

Fax Number: (____)_____

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

# REQUEST FOR PROPOSALS
# #2016-NCREASSESS
# GENERAL PROPERTY REASSESSMENT

## I. PURPOSE

The County of Nelson, Virginia is seeking proposals from qualified firms for general reassessment of the County's real estate. The successful offeror will be asked to provide the services as stated in the following "Explanation of Procedures and Scope of Services."

## II. EXPLANATION OF PROCEDURES AND SCOPE OF SERVICES

### General

Nelson County, Virginia, will undertake the general reassessment of all real estate situated in the County during the 2017 calendar year with the reassessment effective **January 1, 2018**. The County will contract with a qualified real estate appraisal firm to perform this work. Proposals will be accepted in accordance with the information contained in this proposal package. The firm will be selected by "competitive negotiation" as defined in the Virginia Public Procurement Act.

Nelson County is located in central Virginia, approximately midway between Lynchburg and Charlottesville. The estimated population is 15,000 residents. The county is primarily rural in nature. The county is approximately 471 square miles in area. It has approximately 16,431 real estate parcels and approximately 686 mobile homes, see Appendix B for real estate parcel listing by property class. Its last effective general reassessment was conducted by Wampler Eanes Appraisal Group Ltd., effective 2014. The Commissioner of Revenue is Pam Campbell, (434) 263-7070, and the County Administrator is Stephen A. Carter, (434) 263-7000.

### a) Procedure to be Followed in Selection of Appraisal Firm and Supervision of Work

Respondents are asked to submit written proposals which present their qualifications and understanding of the work to be performed. The County reserves the right to contact any and all vendors prior to contract award for clarification or definition. The county does not discriminate against any vendor on any basis. Per Section 2.2-4302.2 of the Code of Virginia, regarding Competitive Negotiation, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting qualifications, on the basis of the factors involved in this Request. Discussions shall then be conducted with such offerors in which they shall be encouraged to elaborate on their qualifications and expertise pertinent to the proposed

project. Non-binding estimates of price for professional services and total project costs may be discussed at this point. At the conclusion of discussion outlined hereinabove, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the County shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price. Should the county determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Per Section 2.2-4359 (D), the County is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Additionally, per Section 2.2-4319 of the Code of Virginia, Nelson County may cancel this Request For Proposals or reject any and all proposals and the reason for such cancellation or rejection shall be made part of the contract file.

## Staff Support and Logistics

Firms submitting proposals shall be responsible to provide the following services:

1) Clerical staff and support throughout the entire reassessment process that may be required in addition to the one clerical position provided by County;

2) Data processing services, including data entry, utilizing the County's ProVal Computer Assisted Mass Appraisal system;

3) Proval Computer Assisted Mass Appraisal System user licenses for firm's employees and subcontractors, if any;

4) Comprehensive sales data analysis and field inspection/appraisal as detailed in scope of work;

5) Preparation and mailing of reassessment notices, indicating reassessed property values.

6) Coordination of all aspects of conducting the reassessment with the Commissioner of Revenue including providing periodic data for quality assurance review.

7) The provision of periodic status reports to County Administration and or the Board of Supervisors.

The County will provide:

1) The necessary office supplies including postage and stationery for mailing notices and any advertising costs for hearings;

2) A copy of the current County tax map;

3) One clerical support position during the reassessment process as required;

4) Access to appraisal records/data through the County's ProVal Computer Assisted Mass Appraisal System.

5) Access to County Flood Plain and E-911 maps, including GIS data;

6) Suitable office space including reasonable office furniture and necessary utilities for the reassessment office with location to be determined by County;

7) Space for assessing officer and Board of Equalization hearings;

8) Phone service, broadband internet connection, and GIS data as available ;

9) Transportation for the Board of Equalization for field reviews as needed.

**b) Scope of Work**

The firm selected to perform the reassessment will be expected to complete a uniform and equalized reassessment of all property within the County, excluding public service properties and including the inventory and valuation of all non-taxable (exempt) properties, and the classification of all real property in accordance with State requirements. The successful firm shall be certified as qualified by the Virginia Department of Taxation. The values to be estimated shall be 100% of fair market value as required by laws of the Commonwealth of Virginia. Generally, the Courts of Virginia have defined fair market value as follows:

> 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 bought 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.

a) Time Frame
The actual valuation process of this reassessment shall begin no later than **October 3, 2016** and shall be completed by the firm no later than **December 29, 2017.**

A time table shall be established for the total project by the contractor with approval by the County and the Commissioner of Revenue no later than **October 3, 2016**.

The contractor shall conform to this timetable unless changes are approved in advance and in writing by the County or the Circuit Court.

b) Sales Data

The firm shall complete a comprehensive sales data analysis prior to the appraisal of any real property within the County. This analysis will contain a sufficient number of valid real estate sales and/or transactions from the various classes of real estate within the County. Pertinent information regarding these transactions shall be recorded in a format agreed upon by the firm and the County. This sales analysis shall be available for public inspection and shall become the property of Nelson County at the completion of the reassessment.

**c) <u>Assessors' Manual</u>**

The Contractor shall prepare and furnish an Assessors' Manual, inclusive of the cost and land value schedules, as used during the reassessment period. The Contractor shall make an electronic draft copy available to the County and the Commissioner of Revenue by **January 3, 2017** or at such a time as data entry into the County's tax assessment system begins, whichever come first. At a minimum, this draft shall include the proposed document format, any boilerplate, any known explanations, data, schedules, and/or samples that are being used at that time. This document shall be used as a working document by the Contractor and as such will be periodically reviewed by the Commissioner of Revenue as part of document maintenance until such time as the final version is approved by and delivered to the County and the Commissioner of Revenue. This stipulation is solely meant to ensure that the County is apprised of the methodologies used and included in the Assessor's Manual so as to better understand and explain the process to the public.

This Assessors' Manual shall be available for public inspection and shall become the property of Nelson County at the completion of the reassessment.

On or before **October 2, 2017**, the Contractor shall provide the County and the Commissioner of Revenue with the following:

- 1 electronic portable document format (PDF) copy of the final approved Assessors' Manual, inclusive of the final cost and land value schedules; and

- 3 printed and bound copies of the same.

On a date mutually agreed upon by the Contractor and the County in conjunction with the Commissioner of Revenue, but no later than **November 3, 2017**, the Contractor shall brief designated County personnel on use of the Assessors' Manual.

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

- Introduction

- Outline of the principles and essentials of uniform property valuation and assessment.

- Samples of County's property record cards with an explanation of the use of these cards and the data contained therein.

Valuation of lots and parcels of land:

- Explanation of land values, classes and grades, adjustment codes, effect of current zoning and conditional zoning, flood plain designation, and method by which determined.

- Land value schedules, including a tax map index and depth/frontage tables (where applicable), and sample computations.

- Explanation of method of determining how home sites and residual land segments are valued.

- Explanation of method of determining how land in and in close proximity to flood plain is valued.

- *GIS layering can provide for the simultaneous tax grid and flood plain overlay including the flood zones.)

Valuation of Buildings:

- Specifications and detailed schedules of replacement costs on all types of houses, commercial properties, and special purpose buildings shall be in square foot increments.

- Tables of base replacement costs for residential, commercial and special purpose buildings as used in the County's tax assessment system (Residential Square Foot rate and Grade tables) and examples of the associated computations.

- Tables of additions and deductions from base replacement costs to meet the requirements of the County.

Physical Depreciation:

- Physical depreciation tables or age/life tables on all classes of buildings, including a consolidated rate percentage table.

- Examples of application of building depreciation tables.

- Functional and Economic Obsolescence on all classes of residential, commercial and industrial buildings; for over-improvement, under-improvement, location, out-of-business, and lack of functional utility.

Market Adjustments:

- Market codes and explanation of applicability.

- Market code adjustment tables.

- Examples of the application of Market Code adjustments.

Income Approach to Value:

- Range of capitalization rates for the County.

- Explanation of capitalization rates as applied in the County, and how developed and applied. Note: Although the Contractor may use Income Approach for initial valuation, the Contractor shall convert the final valuation to the valuation method used in the County's tax assessment system.

- Schedules for commercial and industrial buildings, by components of construction. The Contractor shall also include a section or attachment showing the methodologies used to assess each commercial property which does not use standard schedules and tables.

- Schedules for metal buildings, grain bins, hog parlors, chicken houses, auto repair garages, trim shops, body shops, paint shops and underground fuel storage tanks.

- Appraisal examples demonstrating use of the manual in appraising selected residences, farms, commercial and industrial buildings in the County.

- All codes and custom calculations implemented in the County's tax assessment system.

- Tables 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 tax assessment system. 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.

- The Contractor 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 that may be used in determining the fair market value in money of the real property to be appraised.

All of the foregoing data shall be set up in an easily comprehensible manner enabling the County to show the taxpayer how property valuations are determined and shall be the same as in the County's tax assessment system. All data used in the composition of the manual and to substantiate sales must be turned over to the County and the Commissioner of Revenue.

d) Appraisal Cards

The County, via the Commissioner of Revenue, shall make the data available to the firm from its ProVal Computer Assisted Mass Appraisal System which includes pertinent information such as existing name of owner, mailing address, property description, existing map number and an indication as to whether improvements are presently assessed to the property. The appraisal card records shall be designed so as to show all items of information in connection with the construction, age, size, condition, and depreciation of each building or structure. The data shall also include a digital photo, an outline sketch of all major building improvements and pricing for each building along with the owner's name, address, legal description, and map number. The firm shall provide to the County and the Commissioner of Revenue all criteria used in determining land value and classification, total land and building values, and updated digital photographs. On acreage parcels where residences are located, each house or mobile home site shall be set out and valued separately.

The firm shall collect and verify the physical address of each property, when such an address exists, and shall ensure that this information is entered into the CAMA database. The firm shall provide notations of all properties whose ProVal and/or Tax Map information appears to be invalid, as well as a comprehensive list in a digital format of all such properties.

Contractor is responsible for verification/integrity of all data entered. To eliminate mathematical errors and in the computation of structural area and its assessed value, the County is requiring the assessment method to be computerized on the County's ProVal Computer Assisted Mass Appraisal System. The County expects the firm to use exceptional care to minimize any clerical errors in entering computer data and provide sufficient supervisory review to ensure accurate assessment. The firm shall periodically provide data to the Commissioner of Revenue for quality assurance review. **The successful firm must be experienced using the ProVal Computer Assisted Mass Appraisal System.**

All record information shall also be provided to the County as a hard copy Proval appraisal card.

e) Manufactured Housing

The firm shall prepare a listing of all manufactured homes situated in the County. This listing shall include, but not be limited to, the make, size, condition, model, year of manufacture, value, owner and location. The location shall be identified by tax map number and situs address. The successful firm shall appraise all mobile homes and attachments situated within the County in accordance with Section 58.1-3522 of the Code of Virginia, 1950, as amended. Said appraisal shall include mobile homes assessed as personal property, including those located within mobile home parks. The successful firm shall include the appraisal of all mobile homes within the price per parcel bid or identify a separate price per mobile home. This price shall include the updating of current information within the ProVal Computer Assisted Mass Appraisal System for Mobile Homes utilizing cama tables (as updated by the successful contractor) for valuation based on size, condition, year, model, etc., and preparation of reassessment notices.

f) Residential Properties

The firm shall make a field inspection of all residential properties and mobile homes. A door hanger, to be used as applicable on all property visited, is to be designed and reproduced (following design approval by the County) at the firm's expense. <u>The firm shall complete an exterior inspection and record measurements of each residence, along with a sketch and digital photo of each residence.</u> The type of construction shall be recorded by components such as foundations, basement area, wall construction, insulation, roof, floors, interior finish, heating system, fireplaces, plumbing, fixtures, number of rooms, number of bedrooms, year built, year remodeled, exterior condition, physical depreciation, functional and economic obsolescence, general quality of construction, rent if applicable, and recent sales data. Public water and sewer or private well and septic systems shall be noted for each dwelling with associated value. All information so gathered shall be recorded by the firm in the County's ProVal computer system.

g) Rural Properties

Suburban and farm dwellings shall be visited and inspected in the same manner as other residential buildings. All other farm buildings and structures shall be measured, located and numbered in relation to main dwellings on the field work card, sketched and listed according to their use, type of construction, size, age and condition.

h) Commercial Properties

Commercial properties shall be handled in the same complete manner as residential properties. Building measurements shall be verified and a complete description shown for each. The basic cost data shall be applied to existing construction for determination of accurate and consistent replacement cost, less any physical depreciation, functional or economic obsolescence. In addition, income and expense data and market data shall be used where applicable and available to assist in appraising the property.

i) Apartments

All apartments or two or more connected dwelling units designed or redesigned for rental occupancy and all groups of apartment buildings shall be classified as apartment property. The appraisal of apartments shall be complete with analysis of income and expense data, if such data is obtainable. The income approach to value shall be considered in apartment appraisals, and where actual rents are not available, economic rental estimates shall be used.

j) Industrial Properties

Small industrial plants shall be appraised in the same manner as other commercial properties. For more complex industrial properties considered, in the sole discretion of the Commissioner of the Revenue, to be major industrial complexes, a complete separate report summarized, typed and bound shall be furnished. This report and ProVal data entry shall include a building by building component part description of construction, and fixed equipment taxable as real estate showing individual replacement value and depreciation for each. All yard improvements shall be listed individually with buildings numbered and shown in their proper location and size with the name of the building as known to the industry shown. The market and income approach to value shall be utilized if deemed applicable and appropriate by the firm to ensure fair market value.

k) Other Properties

All other property not covered previously and required by law to be appraised by the jurisdiction will be appraised at market value using professional industry appraisal standards.

l) New Construction

The firm shall coordinate its efforts with the Commissioner of the Revenue in appraising new construction and additions. Every reasonable effort shall be made by the parties to ensure that this function is not duplicated by the firm or by the Commissioner or omitted by both. The firm shall be responsible for appraising all new construction and additions during the term of the contract. New construction

will be noted by the firm on the appraisal card and closely coordinated with the Commissioner of the Revenue.

m) Sketches and Digital Photographs

Sketches of all improvements on all parcels shall be updated or drawn by the firm on the appraisal cards and shall be updated or entered by the firm into the ProVal Computer Assisted Mass Appraisal System. The firm shall provide new digital photographs of all improved real estate parcels and update said photographs into the ProVAL Computer Assisted Mass Appraisal System. Digital photos shall be linked to the proper record within the CAMA database.

n) Travel Expenses

The firm shall assume all transportation and travel expenses for its employees and subcontractors, if any.

o) Public Information

The firm shall make speakers available for meetings with civic groups or other interested parties as directed by the Board of Supervisors for the purpose of disseminating general information pertaining to the assessment process. During the general reassessment, the firm will endeavor to promote good public relations with all taxpayers and the general public. This may include the provision of press releases and other informational materials as requested and approved by the County. As part of its proposal the firm shall provide unit pricing on an hourly or lump sum basis for participating in such meetings.

p) Public Input

All property owners in Nelson County will be notified of changes in assessed value and land use value of their property by the Professional Assessor. Following this notification, the firm shall meet with property owners in order to explain, discuss and hear complaints concerning values established. These meetings shall be established jointly by the Commissioner of Revenue and the firm.

Following such meetings with affected property owners, the real estate firm shall make any necessary field reviews of all properties of disputed value and shall make any changes necessary in the values originally established.

Following the general reassessment, the County of Nelson is required by law to have a Board of Equalization. The Board of Equalization shall establish meeting dates, times, and places to receive complaints from property owners regarding appraised values. It is anticipated these hearings will commence during the month of **March 2018**. The firm shall have representatives present at these hearings as required by the Board of Equalization.

The firm's performance of the contract shall be deemed complete after all informal hearings with taxpayers have been heard; after all appeals to the BOE have been completed; and after all deliverables are accepted by the County.

q) Personnel

Nelson County will not use a Board of Assessors. The appraisal firm shall designate and provide an employee acceptable to the County to serve in the capacity of Professional Assessor under the State Code and shall ensure that this person is appointed by the Board of Supervisors and subsequently approved by the Virginia Department of Taxation. The proposer shall provide qualified appraisers, of which at least one Supervising Appraiser shall be assigned to work this reassessment throughout the entire process to ensure continuity.

The County shall have the right to review and approve all personnel involved in the appraisal of real property in Nelson County. The committee shall also have the right to require the removal of any person from work on the appraisal of real property in Nelson County. It should be noted that all such persons are serving at the discretion of Nelson County. The terms of the final contract between the firm and the County of Nelson shall clearly empower the County to have any unsatisfactory employees of the firm or its subcontractors, if any, removed from work in Nelson County. The firm shall meet qualifications and criteria established for such work by the Commonwealth of Virginia.

The Contractor shall use, on the job, competent employees of good character and of adequate numbers to expeditiously perform the work required. The Contractor 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. The Contractor shall supply complete instruction and direction of all personnel connected with the reassessment. The Contractor's staff shall at all times be expected to display courtesy and professionalism in dealing with citizens, County staff, and members of the various Boards.

The Contractor shall have at least one Project Manager on site in the County at all times. The intent is to have a member of the Contractor's staff that is authorized to act on the Contractor's behalf available throughout the project. The Project Manager will be approved by the County and will not be shifted, replaced or transferred to another job without written consent from the County; and 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.

The Contractor shall provide qualified clerical support personnel for the purpose of data entry and phone support throughout the Reassessment program.

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

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

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

r) Insurance

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified in Attachment A at the time the work commences. Additionally, it will maintain this coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of contract, Nelson County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required and naming Nelson County as additional insured.

s) Terms of Payment

Invoices shall be submitted to the County on a monthly basis after work has begun. The County will make payments on the basis of the number of parcels appraised less a 10% retainage as a performance guarantee. The County may consider, if so requested, making an initial mobilization payment to the firm selected in order to defray the cost of preliminary studies and other work necessary between the contract date and the beginning of appraisal of parcels. The amount of such payment, if any, shall be specified in the proposal submitted by the firm.

The Contractor's performance of the reassessment program shall be deemed to be complete after all informal hearings with taxpayers have been heard; after all appeals to the BOE have been completed; and after all deliverables are accepted by the County. Final payment including the 10% retainage will be released at such time as the Contractor's performance is deemed to be complete.

t) Liquidated Damages

The Contractor and the Owner realize that time is of the essence and that the Owner will suffer financial loss if the reassessment services specified herein, including the completion and acceptance of the Reassessment Land Book, are not completed by **December 29, 2017**. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any

such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner **$1,000.00** for each day that expires after the completion date.

u) Court Testimony

The firm shall provide a competent witness for court appeals filed within a period of five years following the effective date of the reassessment. The unit costs of these services shall be provided by the firm separate from the base contract price for appraisal services and shall only be incurred if and when actually used.

## III. INSURANCE AND INDEMNIFICATION GUARANTEE

### A. Indemnification and Hold Harmless Requirements

1) To the fullest extent permitted by law, the firm shall indemnify and hold harmless the County of Nelson, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to the bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use or omission of the firm, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2) In any and all claims against the County of Nelson or any of its agents or employees by any employee of the firm or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under paragraph 1) above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the firm or any subcontractor under the workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

### B. Contractor's Liability Insurance and Other Insurance

1) The firm shall purchase and maintain such insurance as will protect the firm from claims which may arise out of or result from the firm's operations under the contract, whether such operations be by the firm or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including but not necessarily limited to, the following:
   a) Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;

b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employee(s);

c) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an act or offense directly or indirectly related to the employment of such person by the firm, or (2) by any other person.

d) Claims for damages, other than to the work itself, because of injury or destruction of real or tangible property, including loss of use resulting therefrom;

e) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

2) The insurance required by subparagraph 1) shall be written for not less than any limits of liability specified in the contract documents, or as required by law, whichever is greater;

3) The insurance required by subparagraph 1) shall include contractual liability insurance applicable to the contractor's obligation under paragraph A.

4) Certificates of insurance acceptable to the County of Nelson shall be filed with the County prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the County.

## IV. GENERAL TERMS AND CONDITIONS

**A. Oversight of Contractor's Performance:** The Commissioner of Revenue will oversee the logistical and technical aspects of the reassessment with the support of County Staff as necessary. The Commissioner will ensure that the Contractor is meeting the contract specifications in a manner that is consistent with the timely and accurate provision of the contract deliverables.

**B. Applicable Law and Courts:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the courts resolved in the Circuit Court of Nelson County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

**C. Ethics in Public Contracting:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by Nelson County. By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror,

supplier manufacturer or subcontractor in connection with their proposal, and that they have not conferred any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**D. Immigration Reform and Control Act of 1986:** By submitting their proposals, the offerors certify that they do not and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**E. Anti-Trust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to Nelson 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 and Nelson County, relating to the particular goods or services purchased or acquired by Nelson County under said contract.

**F. Payment to Subcontractors:** In accordance with Virginia Code Section 2.2-4354, a contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from Nelson County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
2. To notify Nelson County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
3. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be obligation of Nelson County.

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

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

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

J. **Non-Appropriation:** All funds for payments of items ordered under this agreement are subject to the availability of appropriation by the Nelson County Board of Supervisors for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event of non-appropriation of funds by the Nelson County Board of Supervisors for the items under this contract, Nelson County will terminate this contract. Written notice will be provided to the contractor as soon as possible after such action is completed.

K. **Anti-Discrimination:** Nelson County does not discriminate against faith-based organizations, or any bidder or offeror because of race, religion, color, handicap, sex, national origin, age disability, status as a service disabled veteran or other basis prohibited by state law. Therefore, by submitting their proposals, Offerors certify to Nelson County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, Section 2.2-4311 of the Virginia Public Procurement Act, the American Disability Act of 1990, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, which provides:

In every contract over $10,000 the provisions in A and B below apply:

1. During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex, national origin, age, disability, status as a service disabled veteran or other basis prohibited by state law relating to discrimination in employment except where religion, sex or national origin is a bona-fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

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

**L. Drug-Free Workplace:** By submitting their proposals, Offerors certify to Nelson County that they will conform to the provisions of Section 2.2-4312 of the Code of Virginia which requires during the performance of this contract that the contractor agree as follows:

1. To provide a drug-free workplace for the Contractor's employees;

2. To 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; and

3. To state in all solicitations or advertisements for employees that the Contractor maintains a drug-free workplace; and

4. The Contractor will include the provisions above in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

**N. Disputes:** Contractual claims, whether for money or other relief, shall be submitted in writing 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. A written decision upon any such claims will be made by Nelson County within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by Nelson County. The Contractor may not institute legal action prior to receipt of Nelson County's decision on the claim unless such decision is not rendered within 90 days of the submission of the claim. The decision of Purchasing Agent or other signatory on the Contract shall

be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of Nelson County to render a decision within 90 days shall be deemed a final decision denying the claim by the County and shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of Nelson County's failure to render a decision within 90 days shall be the contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under the Contract.

**O. Protest of Award or Decision to Award:** Any offeror who desires to protest the award or decision to award a contract by Nelson County shall submit such protest in writing to the County Administrator no later than ten (10) days after the award announcement or the decision to award, whichever comes first. No protest shall lie for a claim that the selected offeror is not a responsible offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder appeals within ten (10) days of the written decision by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia. Nothing in this paragraph shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation to Bid or Request for Proposal.

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

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

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

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

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

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

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the county with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Department of Finance within thirty (30) days from the date of receipt of the written order for the Department of Finance. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or within the performance of the contract generally.

**R. Indemnification:** To the fullest extent permitted by law, the contractor, for itself, heirs, representatives, and successors agrees to save, defend, keep harmless and indemnify the County and all of its officials, agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

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

**T. Availability of Funds:** It is understood and agreed between the parties that Nelson County shall be bound hereunder only to the extent of the funds available or which may

become available for the purpose of this contract. Furthermore, if funds are not appropriated for any succeeding fiscal year subsequent to the one in which this contract is entered into, for the purpose of this contract, then Nelson County may reduce or terminate this contract upon thirty (30) days prior written notice to the contractor. Should termination be accomplished in accordance with this Section, Nelson County shall be liable only for payments due through June 30 of the calendar year.

**U. Contract Period:** The term of this contract shall be from date of award through completion of all work required to complete general property reassessment effective **January 1, 2018**; after all informal hearings with taxpayers have been heard; after all appeals to the BOE have been completed; and after all deliverables are accepted by the County.

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

**W. Termination for Convenience:** In the event that the contract is terminated or canceled upon request and for the convenience of the Nelson County, without the required thirty (30) days advance notice, then the County shall negotiate reasonable termination costs, if applicable.

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

## V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

**The general conditions set forth herein apply for contractual services rendered to Nelson County. All offerors are bound by these conditions. Further, these conditions and requirements become part of any contract awarded between Nelson County and the successful offeror.**

### A. Proposal Preparation

1) Proposals shall be signed by an authorized representative of the firm. All information must be submitted. Failure to submit all information requested may result in disqualification.

2) Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. All information submitted

including prices should be typed so as to insure legibility. However, the firm's signature shall be handwritten in ink in order for the proposal to be considered.

3) Each copy of the proposal shall be bound or contained in a single volume where practical. All documentation submitted with the proposal shall be contained in a single volume. Six (6) copies of the proposal shall be provided along with one (1) copy in digital format.

4) This RFP and the firm's proposal, as amended by agreements between the County and the firm during any negotiating session will be incorporated into any resulting contract.

5) Any proposal submitted with corrections shall have the corrections initialed by the person who signed the original proposal. No proposal changes will be permitted after the opening. The unit price will prevail in the event an error is made in computing totals.

## B. Specific Proposal Requirements

Proposals shall be as thorough and detailed as possible so the County may properly evaluate capabilities to provide the required services. Proposals must include the following:

1) Certification page and the return of this completed RFP and any Addenda signed and completed as required.

2) Organization chart depicting key personnel proposed for the contract, by assigned areas of responsibility, corporate affiliation and job title; biographical sketch and qualifications of members of the firm who will be performing work;

3) Names and qualifications of any subcontractors to be used in this project. The County prohibits the use of subcontractors unless in case of emergency. Subcontractors must have prior approval from the County;

4) A description of any similar projects in which the firm has participated during the past three years, giving the involvement of the firm in the project, a description of the size and value the project, and the names, email addresses, and phone numbers of a minimum of three (3) references who may be contacted;

5) List previous assessment work performed on ProVal Computer Assisted Mass Appraisal System;

6) Timetable for completion of the scope of services;

7) Proposed non-binding lump sum pricing and a descriptive breakout of pricing per parcel;

8) Name, address, and telephone number of contact person;

9) Written narrative response to "Explanation of Procedures and Scope of Services" detailing approach to completion of the Reassessment project. The Offeror shall outline all additional responsibilities it expects the Owner to assume if different from those specified herein.

### C. Submittal Information

Sealed proposals will be received at the Nelson County Administrator's Office until **2:00 p.m.** on **Friday September 2, 2016** at which time the receipt of proposals will be closed. Six (6) hard copies of your proposal signed by an authorized representative, along with one (1) copy in digital format must be addressed to: County of Nelson, County Administrator's Office, and P.O. Box 336, 84 Courthouse Square Lovingston, Virginia 22949. Envelopes must be clearly marked **"RFP #2016 -NCREASSESS** General Property Reassessment" and be identified with the firm's name. Certification page should be completed and returned with proposal.

Comments and questions concerning this solicitation should be addressed to:

Stephen A. Carter
County Administrator
P.O. Box 336
84 Courthouse Square
Lovingston, VA 22949

email: scarter@nelsoncounty.org
phone: (434) 263-7000

Technical and or logistical questions should be addressed to:

Pam Campbell
Commissioner of Revenue
P.O. Box 246
84 Courthouse Square
Lovingston, VA 22949

email: pcampbell@nelsoncounty.org
phone: (434) 263-7070

## VI. EVALUATION FACTORS AND WEIGHTS

An evaluation team comprised of Nelson County employees will review and rate the proposals based on the following criteria:

| DESCRIPTION | WEIGHT % |
|---|---|
| Qualifications and experience of firm & personnel | 25 |
| Previous work experience with Nelson Co. | 15 |
| Experience in similar projects using ProVal | 25 |
| Timetable for completion of services | 15 |
| Non-binding Cost of services | 20 |
| | |
| **TOTAL** | **100** |

## VII. TENTATIVE SCHEDULE OF EVENTS

| Activity | Date |
|---|---|
| Advertise and Issue RFP | August 4, 2016 |
| Proposals Due | September 2, 2016 |
| Vendor Presentations/Demonstrations | September 2016 |
| Ranking of Proposals | September 2016 |
| Negotiations/Contract Award | September 2016 |
| Notice to Proceed | September/October 2016 |
| **Work Begins Under the Contract** | **October 3, 2016** |

## ATTACHMENT A

The contractor shall, during the performance of the contract, keep in force at least the following minimum limits of insurance:

Workers compensation insurance shall comply with the requirements of the laws of the Commonwealth of Virginia.

Insurance in the following amounts is required:

| Type of Insurance | Each Person | Each Occurrence | Aggregate |
|---|---|---|---|
| Worker's Compensation | | | |
| Public Liability | Statutory | Statutory | |
| Property Damage | | | $1,000,000 |
| Contractor's Protective | | | |
| Public Liability | $1,000,000 | $1,000,000 | |
| Contractor's Protective | | | |
| Property Damage | | | $1,000,000 |
| Contractual Liability | $500,000 | $1,000,000 | |
| Contractual Property Damage | | | $1,000,000 |
| Completed Operations and | | | |
| Products Liability | $500,000 | $1,000,000 | $1,000,000 |
| Vehicle Liability | $1,000,000 | $1,000,000 | $1,000,000 |

## ATTACHMENT B

Real Estate Parcels by Property Class as of January 1, 2016

| Property Class | Number of Parcels |
|---|---|
| Agricultural | 2,560 |
| Industrial | 0 |
| Commercial | 298 |
| Residential | 13,005 |
| Exempt | 533 |
| Utility | 0 |
| Multifamily | 35 |
| Forest | 0 |
| Recreational | 0 |
| Other | 0 |
| **Total** | **16,431** |
| **Mobile Homes** | **686** |