



County of Prince Edward
P.O. Box 382
111 N. South Street, 3rd Floor
Farmville, VA 23901
Tel: 434-392-8837
Fax: 434-392-6683

Request for Proposals

GENERAL REAL ESTATE REASSESSMENT

RFP-19-01

This procurement is governed by the *Virginia Public Procurement Act* and all terms and conditions of the *Act* are hereby adopted and are made a part of this notice.

Contact Information:

All inquiries for project information should be addressed in writing to:

W.W. Bartlett, County Administrator
County of Prince Edward
111 N. South Street, 3rd Floor
P.O. Box 382
Farmville, VA 23901
TEL: 434-392-8837
FAX: 434-392-6683
wbartlett@co.prince-edward.va.us

Release Date: Friday, March 29, 2019

RFP Due Date: Friday, April 26, 2019 by 2:00 p.m.

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1.0 PURPOSE

Proposals, subject to the specifications and conditions contained herein and attached hereto, will be received in the Office of the County Administrator, 111 N. South Street, 3rd Floor, Farmville, Virginia 23901 until, but no later than **2:00 p.m. Local Time Prevailing on Friday, April 26, 2019** for:

The purpose of this Request for Proposals is to solicit sealed proposals from qualified individuals or organizations to provide a 100% uniform reassessment at Fair Market Value of all real property located within the boundaries of the County of Prince Edward, Virginia, in accordance with Title 58.1 of the *Code of Virginia*.

If you are an individual with a disability and require a reasonable accommodation, please notify W.W. Bartlett at **(434) 392-8837**, three working days prior to date due. To be considered, your proposal must be submitted on a copy of this Request for Proposal. Vendors shall sign this form in the space provided on the Terms and Signature Sheet and return proposal documents to:

County of Prince Edward
ATTN: W.W. Bartlett, County Administrator
111 N. South Street, 3rd Floor
P.O. Box 382
Farmville, VA 23901

Mark outside of your envelope with Request for Proposal # RFP-19-01 and opening date of proposal as directed in Section 10.3 "Identification of Proposal Envelope".

Proposals, to include addenda or changes to a response, shall not be accepted via facsimile machine or by e-mail, orally, or by telephone.

TIME IS OF THE ESSENCE and any proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the County of Prince Edward.

Nothing herein is intended to exclude any responsible Vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible Vendors are encouraged to submit and are hereby solicited.

2.0 BACKGROUND

Prince Edward County is a rural jurisdiction located in south-central Virginia, approximately 60 miles southwest of Richmond and 40 miles east of Lynchburg. East/west access is from U.S. Route 460 and U.S. Route 360. North/south access to the County is from U.S. 15.

The County comprises approximately 354 square miles, roughly 226,560 acres, with a population of 23,368 (2010 U.S. Census) residents, which includes portions of the incorporated Town of Farmville and Town of Pamplin. Properties located within the town limits shall be included in any reassessment. There are approximately 13,500 ± taxable parcels (including 1,375± mobile homes) and 650± non-taxable parcels listed with the Commissioner of the Revenue. The County is on a six-year reassessment cycle. The last general reassessment for the County was effective January 1, 2015.

The County maintains an IBM AS/400 that networks the offices of the County Administrator, Commissioner of the Revenue and Treasurer. The County uses Bright and Associates, Inc. Municipal Software.

3.0 STATEMENT OF NEEDS

In accordance with §58.1-3254 of the *Code of Virginia*, 1950, as amended, the Board of Supervisors of Prince Edward County has directed that there be a general reassessment of real estate in the county. Such reassessment shall include all taxable and tax-exempt properties (to include those owned by governmental entities) with the improvements and buildings thereon, if any, and shall be based upon Fair Market Value. All manufactured housing/mobile homes must be appraised in the same manner as real estate. The reassessment process of all properties shall begin upon award of contract and be completed by the end of December, 2020 to become effective January 1, 2021, unless such completion date is extended by the Circuit Court of Prince Edward County, Virginia for three months, to March 31, 2021, under the provisions of §58.1-3257, *Code of Virginia*.

The County is seeking the services of a fully qualified and experienced appraisal firm to provide such appraisal and 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 §58.1-3275 of the *Code of Virginia*, 1950, as amended. The successful Offeror shall demonstrate extensive knowledge of the assessment requirements as set out in the *Code of Virginia*, 1950, as amended. The successful Offeror shall demonstrate knowledge of Prince Edward 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.

4.0 TERM OF CONTRACT

Contract will be awarded to the successful Vendor/Offeror for an initial term beginning approximately July 1, 2019 and continuing through December 31, 2020 (or through March 31, 2021, if extended pursuant to §58.1-3257) for the completion of assessments – however Vendor must be available until June 30, 2021, if needed, to assist the Prince Edward County Board of Equalization with hearings and, if needed, Vendor shall provide the required competent witnesses for court appeals filed within a period of three years following the effective date of reassessment.

5.0 SCOPE OF SERVICES

An outline of the services to be provided by Offeror is summarized below:

- Appraisals shall be based on an initial thorough study of actual market sales and construction costs in Prince Edward County and the portions of the Towns of Farmville and Pamplin that are located in Prince Edward County. The Offeror will conduct this study **prior** to beginning any field appraisals. The completed study will become property of Prince Edward County. It is also expected that the Offeror will follow the market until notices are mailed out to property owners.
- Using Field Appraisal Cards (a sample of which will be provided by the Office of the Commissioner of the Revenue), Offeror shall conduct a 100% uniform reassessment of all real property (taxable and tax-exempt) at Fair Market Value, as required by Virginia Code. All appraisals shall be in keeping with good recognized appraisal practices and conducted in accordance with the laws of the Commonwealth of Virginia and shall include a personal inspection of each parcel. **TIME IS OF THE ESSENCE** – all work shall be completed by December 31, 2020 (or March 31, 2021, if extended pursuant to §58.1-3257).

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- The Offeror shall provide a Professional Assessor (eligible for certification by the Virginia Department of Taxation pursuant to §58.1-3275 of the *Code of Virginia*, 1950, as amended) to oversee all work and instruct, supervise and direct all research assistants in connection with the reassessment.
 - **The Offeror shall conduct a personal inspection of each parcel of property, improvements and other elements of value.** Each property shall be visited by either a research technician or a fully qualified appraiser for the purpose of verifying existing data, collecting all needed data, interviewing the property owner, if possible, and collecting any and all information necessary for completing a fair and equitable assessment of the property. The property, including all buildings, shall be coded and prepared for computer entry as set forth by the Commissioner of the Revenue standards already in effect.
 - Inspections shall be conducted as to the status of new construction performed under building permits issued during the term of January 2019 through October 2020 and shall be included in the reassessment.
 - The successful Offeror shall provide a list of names of staff personnel and all vehicle make/models/licenses to be used by personnel while conducting inspections. All vehicles shall be clearly marked on the outside with signage identifying them as working on Reassessment for the County. All personnel shall carry proper identification with them at all times.
 - Offeror shall obtain E-911 addresses for properties and input that into the property record, as needed.
 - During the personal inspection, a photographic picture shall be taken of each property not already having one in the system, to include mobile homes. If substantial changes have been made to the property, a new picture shall be taken of the property showing such changes. All photographic pictures taken pursuant to this RFP shall become the property of Prince Edward County.
 - On improved property where no one is found to be at the property during the time of inspection, Offeror shall leave a notice advising the property owner that a reassessment is being conducted and requesting any needed information regarding the property. Such notice shall indicate if the Offeror notes any physical change to the property that may affect the subsequent valuation of the property.
 - Particular attention shall be paid to cell phone towers throughout the County – marking their locations and documentation of ownership, complete with photographs.
 - Offeror shall be familiar with and demonstrate proficiency in the assessment of mineral lands.
 - Offeror shall have processes in place to clearly identify themselves to County residents and shall deal with the public in a courteous and professional manner at all times. Offeror shall maintain confidentiality of private records – including property values, until such time as they are mailed out to property owners.
 - Offeror shall send all legal notices, as required.
 - Offeror shall provide clerical staff for data entry of reassessment information.
 - Offeror shall be required to conform with any changes to the *Code of Virginia* enacted by the General Assembly of Virginia in 2019 and 2020. County may compensate Offeror for any changes made by the General Assembly for the duration of this contract that result in substantial additional expenses for the Offeror.
 - Offeror shall assist the Contract Administrator in his/her duties as necessary. Such assistance may include, but shall not be limited to the following: A.) The provision of any document prepared for the County Reassessment by the Offeror to the Contract Administrator at the request of the Contract Administrator, B.) Establishing time period(s) to meet with the Contract Administrator to discuss any questions that the Contract Administrator may have about the

Offeror's implementation or performance of the contract, and C.) Providing answers to any questions the Contract Administrator may ask about Offeror's actions relating to the contract.

- Pursuant to §58.1-3300, Code of Virginia, the Offeror shall complete all reassessments in a timely manner, with the original signed Reassessment Land Books to be delivered and filed with the Prince Edward County Circuit Court Clerk and all signed copies and all other records to be delivered or returned to the Commissioner of the Revenue by December 31, 2020 (or March 31, 2021, if extended pursuant to §58.1-3257). The Offeror shall apply for a three-month extension of the reassessment process through March 31, 2020, at the request of the Prince Edward County Board of Supervisors.
- At completion of the reassessment process, the Offeror shall prepare and provide a comprehensive "appraisal manual" for the exclusive use of the County and the Commissioner of the Revenue in connection with the general reassessment. This "appraisal manual" shall detail all formulas, classifications, codes, grades, charts, adjustment factors, tables and values used in the reassessment determinations – including but not limited to residential, manufactured homes, commercial, and agricultural properties.
- Offeror shall provide all documents related to the general reassessment to the Commissioner of the Revenue pursuant to the *Code of Virginia*.

An outline of the services to be provided by County is summarized below:

- The Board of Supervisors reserves the right to designate a "Contract Administrator", a County employee with significant experience in real estate appraisal and/or assessment, to provide contract management, appraisal evaluation and oversight, acting as a liaison between the County and the successful Offeror. The Contract Administrator may audit the Offeror's work. The successful Offeror shall demonstrate a willingness to assist this Contract Administrator and shall make its records available to the Contract Administrator upon request.
- County will provide Field Appraisal Data, showing the name and address of the current owner and a description of the property as shown on the land book, including the acreage and the tax map number.
- County will supply prior sales data from their computer data base and will provide all transfer data, current as of the first of each month, during the reassessment so that all parcels can be assessed up to date as of the last quarter of 2020.
- County will provide copies of the County tax map, showing transfers and/or updates as of June 30, 2019 and will provide the use of all aerial photographs and any other maps or plats which they possess.
- County will provide adequate office space, furniture, computer hardware and software (including maintenance and daily back-ups) and telephone services for use by Offeror's staff in conjunction with their reassessment services for the County.

6.0 GENERAL SPECIFICATIONS/QUALIFICATIONS

The resulting Contract will require that the Vendor be a professional real estate appraiser or real estate appraisal firm certified and possessing an active, valid license issued by the Virginia Real Estate Board, pursuant to Title 54.1, Chapter 21 of the *Code of Virginia* throughout the term of the contract. Vendor shall maintain any continuing educational requirements as necessary. Failure to maintain such active, valid license throughout the term of the contract shall be sufficient cause for immediate termination of the contract for cause. If the Vendor is unable to demonstrate that it possesses such active, valid license at any time during the contract, the County may terminate the contract for cause. Failure on the part of an Offeror to demonstrate that it possesses the required active, valid license shall constitute sufficient justification to render its proposal non-responsive and/or provide grounds for denial of a Contract award.

The resulting Contract will also require that the Vendor provide a Professional Assessor (eligible for certification by the Virginia Department of Taxation pursuant to §58.1-3275 of the *Code of Virginia*) to oversee all work and instruct, supervise and direct all research assistants in connection with the reassessment. If the Vendor is unable to provide such a Professional Assessor at any time during the contract, the County may terminate the contract for cause. Failure on the part of Offeror to demonstrate that it can provide such a Professional Assessor shall constitute sufficient justification to render its proposal non-responsive and/or provide grounds for denial of a Contract award.

7.0 PROPOSAL PREPARATION & SUBMISSION

Four (4) copies of proposal submittals, including one (1) original and three (3) copies, marked **RFP # 19-01 GENERAL REAL ESTATE REASSESSMENT SERVICES** will be received up until **2:00 p.m., Friday, April 26, 2019**. Proposals should be submitted to the address as listed on Page 4 of this RFP, in sealed envelopes properly identified as directed in the section entitled “Identification of Proposal Envelope”.

Offerors shall submit written proposals which present the Offeror’s qualifications and understanding of the work to be performed. The Offeror’s proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and other criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. To assist in the evaluation process, Offerors should limit their responses to no more than 50 typed pages, font size to be no smaller than 10 point.

The Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. It is the responsibility of the Offeror to ensure that their proposals reach the appropriate office prior to the closing time on the proposal.

In addition to providing documentation showing that they can meet the requirements specified in this RFP, **OFFERORS ARE REQUIRED TO INCLUDE THE FOLLOWING INFORMATION IN THEIR PROPOSALS:**

- Complete information as required by this proposal and specifically the information necessary to evaluate the proposals as indicated in Section 8.0 “Evaluation and Award Criteria”
- List of recent projects (with completion dates) for which your firm has provided services of similar scope and complexity. This list should include a name and contact information for personnel (not employed by your firm) who are/were associated with each project and who may be contacted as a reference (See Section 10.7 “References”)
- Resumes and proof of certificates and professional licensure of all key personnel who will be involved in this project, including but not limited to that certain Professional Assessor eligible for certification by the Virginia Department of Taxation pursuant to §58.1-3275 of the *Code of Virginia*, 1950, as amended.
- Disclosure of any review or disciplinary action taken by the Virginia Real Estate Board (or the equivalent board of another jurisdiction, if applicable) during the past five (5) years with regard to any certificates and professional licensure of all key personnel.
- Names and qualifications of subcontractors, if any, likely to be used on this project. This list of subcontractors must be approved by County prior to beginning work and any deviation from this list after beginning work must be approved by County.
- Itemized payment schedule, with County preference that final payment is due upon the completion of all appeals.

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- Completed Signature Sheet (Section 12.0) - Proposals must give the full business address of the Offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word “President”, “Vice President”, “Secretary”, “Agent” or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

FAILURE BY OFFEROR TO PROVIDE THE ABOVE INFORMATION SHALL RENDER THE PROPOSAL NON-RESPONSIVE.

THOUGH NOT MANDATORY, OFFERORS ARE STRONGLY ENCOURAGED TO PROVIDE THE FOLLOWING ADDITIONAL INFORMATION WITH THEIR PROPOSALS:

- A cover letter describing the firm, its history, the location of its offices, its organizational structure and the firm’s project management approach/philosophy to projects of this nature.
- Completed Consent for Background Check (Attachment A). Please note that if Attachment A is not provided with Offeror’s proposal, it must be provided by the successful Offeror within ten (10) days of County’s “Notice of Award”. If the successful Offeror fails to provide a completed Consent for Background Check within ten (10) days of County’s “Notice of Award”, such failure shall result in denial of a Contract award.
- Completed Financial Information Sheet (Attachment B). Please note that if Attachment B is not provided with Offeror’s proposal, it must be provided by the successful Offeror within ten (10) days of County’s “Notice of Award”. If the successful Offeror fails to provide a completed Financial Information Sheet - including the requested report reflecting current financial condition of the individual or entity - within ten (10) days of County’s “Notice of Award”, such failure shall result in denial of a Contract award.
- Other supporting information which describes their ability to meet the criteria and exceed the performance of other Offerors.

8.0 EVALUATION AND AWARD CRITERIA

Proposals will be evaluated by Prince Edward County according to the following criteria using best value procurement procedures. Offerors/Vendors are welcome to submit supporting information, which describes their ability to meet the criteria and exceed the performance of other Offerors/Vendors.

1. Proven experience in providing similar reassessment services for other localities of similar size, scope and complexity.
2. Pricing and payment terms/structure.
3. Familiarity with County assessment software.
4. Resumes, professional experience, and professional licensure of principal(s), project manager(s), and professional staff who will be working for Vendor in the provision of said services. Special attention shall be given as to the qualifications of the person Vendor proposes for appointment as the Professional Assessor for the County.
5. Demonstrated extensive knowledge of reassessment requirements and procedures and timelines

as set out in the *Code of Virginia*, 1950, as amended.

6. Proven experience with waterfront property assessments.
7. Proven experience with mineral land assessments.
8. Proven experience with tax exempt parcels, specifically colleges/university land and buildings and state park/state forest/state wildlife management area properties and tax-exempt hospitals.
9. Ability to provide said services in a timely, organized and professional manner and sufficient qualified staffing necessary to meet the required deadlines and time schedules.
10. Ability to respond promptly for consultations with and assistance to the Contract Administrator, the Commissioner of the Revenue, the Board of Supervisors and/or the Board of Equalization and proven experience in defending (with witnesses and supporting evidence) the valuations of properties in question before the Board of Equalization and/or court systems.

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those Vendors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance.

9.0 GENERAL TERMS AND CONDITIONS

9.1 APPLICABLE LAWS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Prince Edward County. The County and the Vendor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The Vendor shall comply with all applicable federal, state and local laws, rules and regulations, including all reporting deadlines.

9.2 ANTI-DISCRIMINATION:

By submitting their proposals, Vendors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the Vendor agrees as follows:
 - a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 Vendor. The Vendor agrees to post in conspicuous places, available to employees and

applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor 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 these requirements.
2. The Vendor 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.

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned businesses.

9.3 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, Vendors 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 Vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred with 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.

The Vendor shall identify any actual or potential conflicts of interest that exist, or which may arise if the Vendor is recommended for award, and propose how such conflicts might be resolved. Failure on the part of an Offeror to disclose such conflict constitutes sufficient justification to render its proposal non-responsive and/or provide grounds for denial of a Contract award.

By his/her signature on the proposal documents submitted, each Vendor attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Vendor, or themselves, to obtain information that would give the Vendor an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Vendor, or itself, to gain any favoritism in the award of this Request for Proposal.

9.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, Vendors certify that they do not and will not during the performance of this contract knowingly employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

9.5 CLARIFICATION OF TERMS:

If any prospective Vendor has questions about any specifications or other solicitation documents, the prospective Vendor should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

9.6 PAYMENT:

9.6.1 To Prime Vendor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Vendor directly to the payment address shown on the purchase order/contract. All invoices shall show the proposal number and/or purchase order number; social security number (for individual Vendors) or the federal employer identification number (for proprietorships, partnerships, and corporations) and the number of parcels completed.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, which are to be paid for with public funds, shall be billed by the Vendor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Vendors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Vendor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Vendor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

9.7 PRECEDENCE OF TERMS:

The following General Terms and Conditions APPLICABLE LAWS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

9.8 QUALIFICATIONS OF VENDORS/CONSENT TO BACKGROUND CHECK AND PROVISION OF FINANCIAL INFORMATION:

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the services/furnish the goods and the Vendor shall furnish all such information and data for this purpose as may be requested, including but not limited to that certain "Consent for Background Check" made a part hereof as Attachment A and that certain "Financial Information Sheet" made a part hereof as Attachment B.

The County reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

9.9 TESTING AND INSPECTION:

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

9.10 ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Vendor in whole or in part without the written consent of the County.

9.11 CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing 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.
2. The County may order changes within the general scope of the contract at any time by written notice to the Vendor. 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 or installation. The Vendor shall comply with the notice upon receipt. The Vendor 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:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Vendor accounts for the number of units of work performed, subject to the County's right to audit the Vendor's records and/or to determine the correct number of units independently.

9.12 DEFAULT:

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

9.13 TAXES:

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Prince Edward on materials and supplies that are installed by a Vendor and become a part of real property. Vendors are not

exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.

9.14 INSURANCE:

By signing and submitting a proposal under this solicitation, the Vendor certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Vendor further certifies that the Vendor and any subcontractors will maintain this insurance 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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Vendors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Prince Edward must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
5. Professional Liability - \$1,000,000.00

9.15 ANNOUNCEMENT OF AWARD:

Following the decision to award a Contract, the County will announce such award by posting a "Notice of Award" on the County's website at <http://www.co.prince-edward.va.us>.

9.16 DRUG-FREE WORKPLACE:

During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor'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 Vendor'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 Vendor that the Vendor 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 Vendor, 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.

9.17 NONDISCRIMINATION OF VENDORS:

A Vendor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Vendor employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

9.18 AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:

In order to contract with Prince Edward County, contractors organized as a stock or nonstock 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 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to Chapter 2.2-4311.2 of the *Code of Virginia* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Prince Edward County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

9.19 AUDIT:

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

9.20 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

9.21 CONTRACT DOCUMENTS:

- (a) The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the Vendor; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
- (b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.

9.22 LAWS AND REGULATIONS:

- (a) The Vendor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- (b) All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by the County of Prince Edward or the Commonwealth of Virginia.

9.23 WITHDRAWAL OR MODIFICATION OF PROPOSALS:

Proposals may be withdrawn or modified by written notice received from Offerors/Vendors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

9.24 RECEIPT AND OPENING OF PROPOSALS:

- (a) It is the responsibility of the Offeror/Vendor to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
- (b) The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

9.25 PROPRIETARY INFORMATION:

Section 2.2-4342-F of the *Code of Virginia* states: Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the *Virginia Freedom of Information Act* (2.2-3700 et seq.); however, the Vendor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

9.26 PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days the proposal may be withdrawn at the written request of the Vendor. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

9.27 TAXES:

The Vendor shall, without additional expense to the County, pay all applicable federal, state, and local taxes, fees, and assessments.

9.28 PROTECTION OF PERSONS AND PROPERTY:

- a. The Vendor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may be affected by the Vendor's operation in connection with the work.
- b. The Vendor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

9.29 TERMINATION BY COUNTY FOR CAUSE:

- a. If the Vendor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If the Vendor violates any provisions of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Vendor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract then the County may terminate the contract.
- b. Prior to termination of the contract, the County shall give the Vendor and his surety, if applicable, ten (10) calendar days written notice, during which the Vendor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Vendor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Vendor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Vendor and its surety. In no event shall termination for cause terminate the obligations of the Vendor's surety on its payment and performance bonds.
- c. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Vendor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
- d. Upon such termination of the contract, the Vendor shall immediately cease work and shall immediately deliver to the County any and all materials and/or information kept on file, created or obtained on behalf of the County. County shall complete the work by whatever method it may deem expedient. In such case the Vendor shall not be entitled to receive any further payment. If

the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Vendor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.

- e. If it should be judicially determined that the County improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the County.
- f. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

9.30 TERMINATION BY COUNTY FOR CONVENIENCE:

- a. County may terminate this contract at any time without cause, in whole or in part, upon giving the Vendor notice of such termination. Upon such termination, the Vendor shall immediately cease work. Upon such termination, the Vendor shall take such steps as County may require to assign to the County the Vendor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Vendor shall receive as full compensation for termination and assignment the following:
 - (1) All amounts then otherwise due under the terms of this contract;
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination;
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the Vendor as a direct result of such termination. The Vendor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Vendor of any nature.
- b. In no event shall termination for the convenience of the County terminate the obligations of the Vendor's surety on its payment and performance bonds.

10.0 SPECIAL TERMS AND CONDITIONS

10.1 ADDITIONAL USERS:

This procurement is being conducted on behalf of the County of Prince Edward, Virginia.

10.2 AWARD OF CONTRACT:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in the County's sole opinion, has made the best proposal. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

10.3 IDENTIFICATION OF PROPOSAL ENVELOPE:

The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

_____	_____	_____
Name of Offeror/Vendor	Due Date	Time
_____	_____	_____
Street or Box Number	RFP No.	
_____	_____	_____
City, State, Zip Code	RFP Title	

The envelope should be addressed as directed on Page 4 of the solicitation.

The Vendor takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

10.4 INDEMNIFICATION:

Vendor agrees to indemnify, defend and hold harmless the County of Prince Edward, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any services of any kind or nature furnished by the Vendor, provided that such liability is not attributable to the sole negligence of the using County.

10.5 INSPECTION OF WORK CONDITIONS:

My signature on this solicitation constitutes certification that I am aware of the conditions under which the work must be performed. Claims, as a result of failure to inspect the conditions under which the work is to be performed, will not be considered by the County of Prince Edward.

10.6 PRIME VENDOR RESPONSIBILITIES:

The Vendor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Vendor. The Vendor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

10.7 REFERENCES:

Vendors shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

	<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

11.0 METHOD OF PAYMENT

Payments will be made 30 days after receipt of complete and accurate invoice. Invoice must be sent to Prince Edward County Accounts Payable at P.O. Box 382, Farmville, Virginia 23901. No payment will be made to subcontractors. The Vendor shall be fully responsible for all invoicing to applicable entity.

12.0 SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal does not violate any provision of the Virginia Governmental Fraud Act and is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Offeror.

To receive consideration for award, this signature sheet must be returned to the Prince Edward County Administrator as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

If a Corporation, State of Incorporation: _____

Address: _____

Authorized Signature: _____

Name (type or print): _____

Title: _____

Federal Tax ID Number: _____

Date: _____

Office Number: _____ Email Address: _____

Mobile Number: _____ FAX Number: _____

**ATTACHMENT A
CONSENT TO BACKGROUND CHECK**

The Offeror hereby agrees to participate in a background check with a firm of the County's choice, at the County's expense, to examine the personal, business, and affiliation background, criminal background, financial history, including tax liens and judgments, and other public records, regulatory filings, licenses, media references, and residential and real property interests of the principal Offeror, including any entities with a controlling interest in the principal Offeror or the senior officers and managers of the principal Offeror.

Company Name: _____

Name (type or print): _____

Title: _____

Date: _____

Signature: _____

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ATTACHMENT B
FINANCIAL INFORMATION SHEET

The Offeror, the owner of the Offeror or the entities that have a controlling interest in the Offeror (if not a publicly traded corporation), and any other person or business entity guaranteeing the performance of the Offeror must attach a complete report, prepared in accordance with generally accepted accounting principles, reflecting current financial condition of the individual or entity. The report must include a balance sheet and annual income statement. The person or entity covered by the statement must be prepared to substantiate all information shown.

Financial information shall be treated as confidential, except in any litigation or arbitration proceedings between Offeror and the County, and subject to the *Virginia Freedom of Information Act*.

In addition to the balance sheet and annual income statement, information as to the following must be provided:

A. Surety Information

Has any surety or bonding company ever been required to perform upon your default or the default or any entity you controlled?

Yes

No

If yes, attach a statement including name of the surety or bonding company, date, amount of bond and the circumstances surrounding said default and performance.

B. Bankruptcy Information

Have you or any entity you controlled ever declared bankruptcy?

Yes

No

If yes, attach a statement indicating date, court of jurisdiction, amount of liabilities, and amount of assets.

C. Litigation

Provide information regarding any past or present litigation, liens, or claims against you or entity controlled by you.

D. Fraud, Theft, Felony Information

Have any of the principals of any of the individuals or entities associated with Offeror ever been convicted of fraud, theft or a felony?

Yes

No

If yes, attach a statement indicating date, court of jurisdiction, and particulars.

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