



**County of Dinwiddie  
P.O. Drawer 70  
Dinwiddie VA 23841  
(804) 469-4500 ph  
<http://www.dinwiddieva.us>**

---

**Request for Proposals – RFP-23-051723**

**GENERAL REAL ESTATE REASSESSMENT**

This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by references as a part of this notice.

---

Contact Information:

Questions concerning sealed proposals should be in writing addressed to

Hollie R. Casey  
Dinwiddie County

14010 Boydton Plank Road  
P O Drawer 70  
Dinwiddie VA 23841

(804) 469-4500 ext. 2150 or  
E-Mail: [hcasey@dinwiddieva.us](mailto:hcasey@dinwiddieva.us)

---

TABLE OF CONTENTS

1. PURPOSE.....4

2. BACKGROUND .....4

3. STATEMENT OF NEEDS.....5

    3.1. Contractor’s Responsibilities .....5

    3.2. County’s Responsibilities.....8

4. PREPROPOSAL CONFERENCE .....9

5. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS.....9

    5.1. General Instructions .....9

    5.2. Specific Proposal Instructions.....11

6. ACCEPTANCE OF PROPOSALS / AWARD OF CONTRACT.....12

    6.1. Qualifications of Offerors .....12

    6.2. Ethics in Public Contracting.....13

    6.3. Tentative Award Schedule .....13

    6.4. Clarification of Terms .....13

    6.5. Withdrawal or Modification of Proposals.....14

    6.6. Receipt and Opening of Proposals .....14

    6.7. Evaluation Criteria .....14

    6.8. Announcement of Award .....14

    6.9. Award of Contract.....15

    6.10. Term of Contract .....15

    6.11. Contract Documents.....15

    6.12. Work Authorization.....15

7. REPORTING AND DELIVERY INSTRUCTIONS.....15

8. GENERAL TERMS AND CONDITIONS .....16

    8.1. Definitions.....16

    8.2. Laws, Regulations, and Courts.....16

    8.3. Taxes. ....17

    8.4. Anti-Discrimination Statement by County.....17

    8.5. Anti-Discrimination Statement by Contractor. ....17

---

8.6.	Immigration Reform and Control Act of 1986.....	17
8.7.	Drug-Free Workplace.....	18
8.8.	Authorization to Transact Business in the Commonwealth.....	18
8.9.	Indemnification. ....	18
8.10.	Insurance. ....	19
8.11.	Debarment Status. ....	19
8.12.	Payment.....	19
8.13.	Availability of Funds.....	20
8.14.	Assignment of Contract.....	20
8.15.	Default.....	20
8.16.	Changes to the Contract. ....	21
8.17.	Termination of Contract. ....	21
8.18.	Contractual Disputes. ....	23
8.19.	Audit.....	23
8.20.	Patents, Copyright and Trademark.....	23
9.	SPECIAL TERMS AND CONDITIONS.....	23
9.1.	Additional Users/Cooperative Procurement.....	23
9.2.	Testing and Inspection ....	24
9.3.	Quantities ....	24
10.	SIGNATURE SHEET .....	25

---

## 1. PURPOSE

Request for Proposals Prepared By:

Request for Proposals Number:

**Hollie R. Casey**  
**Procurement Officer**

**RFP-23-051723**

**Release date: May 17, 2023**

**Deadline: June 9, 2023 at 2 p.m. EST**

### **PURPOSE**

The purpose of this Request for Proposals is to solicit sealed proposals to provide a 100% uniform Reassessment at Fair Market Value of all real estate property located within the boundaries of the County of Dinwiddie, Virginia.

If you are an individual with a disability and require a reasonable accommodation, please notify Hollie R. Casey at **(804) 469-4500 ext. 2150**, at least three working days prior to the date due.

**Proposals, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.**

Nothing herein is intended to exclude any qualified responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible qualified vendors are encouraged to submit proposals.

## 2. BACKGROUND

Dinwiddie County is a rural jurisdiction located adjacent to Petersburg in south central Virginia, approximately 38 miles south of Richmond. North/South access to the County is from Interstate 95 and Interstate 85 and East/West access is from US Route 460. Interstate 85 bisects the County, attracting commercial and suburban residential development to the County's northern edge.

The County is comprised of approximately 507 square miles, roughly 320,640 acres with a population of approximately 28,000, including the incorporated Town of McKenney with a population of approximately 310. Properties located within the town limits shall be included in any reassessment. Approximately 64% of the County is forested, 25% is cropland, pasture or open, and 1% is industrialized. There are approximately 20,391 + taxable parcels (including approximately 1022 mobile homes) and approximately 451 non-taxable parcels listed with the Commissioner of the Revenue. The County recently has been on a six-year reassessment cycle, but would like to be on a four-year reassessment cycle. The last general reassessment for the County was effective January 1, 2019. The one prior to that was effective January 1, 2013. It is the desire of the County to conduct a general reassessment to become effective on January 1, 2025 with a renewal option to conduct another general reassessment to become effective on January 1, 2027 if desired by the County and the change in the market conditions warrant.

---

The County maintains networks in the offices of the County Administrator, Commissioner of the Revenue and Treasurer. Avenity Inc, Revenue One is the County's Tax and Revenue Management Software. The County's Real Estate appraisal software is VISION, which shall be used by Contractor and by the Commissioner of the Revenue during the reassessment process.

Pursuant to §58.1-3252 of the Code of Virginia, there must be a general reassessment of real estate in Dinwiddie County by January 1, 2025. Such reassessment shall include all taxable and tax-exempt properties with the improvements and buildings thereon, if any, and shall be based upon Fair Market Value, excluding public service properties. All manufactured housing/mobile homes must be appraised in the same manner as real estate. The reassessment of all properties shall begin on August 1, 2023 and be completed by December 31, 2024 to become effective January 1, 2025, unless such completion date is extended by the Circuit Court of Dinwiddie County, Virginia for three months, to March 31, 2025 pursuant to the provisions of §58.1-3257 of the Code of Virginia.

### **3. STATEMENT OF NEEDS**

Dinwiddie County is seeking the services from a qualified and experienced firm to provide appraisals and reassessment services as listed below.

#### **3.1. Contractor's Responsibilities**

- a. Appraisals shall be based on a thorough study of actual market sales and construction costs covering the period beginning January 1, 2019 through August 31, 2024 in Dinwiddie County and the Town of McKenney. The Contractor will conduct this study prior to beginning any field appraisals. The completed study will become property of Dinwiddie County.
- b. Using Field Appraisal Cards provided by the Office of the Commissioner of the Revenue, Contractor shall conduct a 100% uniform reassessment of all real property 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, 2024 (or March 31, 2025, if extended pursuant to §58.1-3257).
- c. The Contractor shall use competent employees of good character and shall use an adequate number in order to expeditiously perform the work. All employees must have sufficient maturity, skill, and experience to perform properly the work assigned to them. Employees executing appraisals and other skilled work shall not be less than 21 years of age and shall have sufficient education, training, and experience in any phase of work assigned to them so as to perform properly and satisfactory in the manner prescribed in the contract.
- d. All appraisals shall be performed or reviewed by a real estate appraiser qualified by the Virginia Department of Taxation. The qualified appraiser's signature shall be signed on all property record field sheets. A copy of the certificate of qualification is required to be submitted in the proposal.
- e. Upon request, any employee of the Contractor shall provide, through the Contractor, satisfactory proof in affidavit form as to their appraisal experience in their particular field.
- f. Complete instruction and direction of all personnel connected with the reassessment program shall be supplied by the Contractor.
- g. The Contractor shall furnish to the County for acceptance or rejection a list of persons to be employed on this assignment. The County may require removing from the project any person the County may consider to be unqualified or negligent in the performance of his or

- 
- her duties, or who is guilty of misconduct; and such person shall not be re-employed again without the County's written consent.
- h. The Contractor shall conduct a personal inspection of each improved parcel of property, improvements and other elements of value. Each improved 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.
  - i. Inspections shall be conducted as to the status of new construction performed under building permits issued during the term of January 2024 through December 2024 and shall be included in the reassessment.
  - j. The Contractor 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.
  - k. Contractor shall make every effort to obtain E-911 addresses and input that into the record.
  - l. During the personal inspection, photographic pictures of the front and back of main improvement shall be taken of each property, to include mobile homes. All photographic pictures taken pursuant to this RFP shall become the property of Dinwiddie County.
  - m. On improved property where no one is found to be at the property during the time of inspection, Contractor 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 Contractor notes any physical change to the property that may affect the subsequent valuation of the property.
  - n. The Contractor's employees shall be responsible for making a complete exterior and, if necessary, a reasonable interior inspection which may need to include measuring and sketching each residence and other major building improvements. The type of construction shall be recorded by component parts, 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 (if attainable), year remodeled, exterior and interior condition physical depreciation, functional and economic obsolescence, general quality of construction, rent (if rented), and recent sales data. All information so gathered shall be recorded on the fieldwork cards.
  - o. Suburban and farm dwellings shall be visited and inspected in the same manner as other residential buildings. All other farm buildings and structures may need to be measured, spotted, and numbered in relation to the main dwelling on the fieldwork card sketch and listed according to their use, type of construction, size, age and condition. These improvements shall be appraised at their fair market value.
  - p. Commercial properties shall be handled in the same complete manner as residential properties to include photographic pictures. Buildings shall be accurately measured and a complete description shown for each. The basic cost data shall be applied to existing construction for the determination of accurate and consistent replacement costs, less any physical depreciation, functional or economic obsolescence. In addition, income and expense data and market data will be used where applicable and available to assist in appraising properties.
-

- 
- q. All apartments of two or more dwelling units designed or redesigned for such occupancy, and all groups of apartment buildings are to be classified as apartment properties. The appraisal of apartments is to be complete with analysis of income and expense data, if obtainable. The income approach to value must be considered in apartment appraisals and where actual rents are not available, economic rental estimates may be used.
  - r. All maps, sketches, plats, tax records, data, and information in possession of the County pertaining to properties covered by these specifications will be made available to the Contractor. This is to include the use of all information currently existing on the County property record cards. Original property record cards are not to be removed without express written consent of the Commissioner of the Revenue.
  - s. A system approved by the Commissioner of the Revenue shall be employed for keeping an accurate account of all such information used by the Contractor from the County files. Such information shall be carefully preserved and shall be returned to the County files as soon as use of the same has been completed. Each tax map number shall document all included parcel numbers as a separate identifier. Digital format of records shall be of a compatible format transferable to the current database system.
  - t. Particular attention shall be paid to cell phone towers throughout the County – marking their locations and documentation of ownership, complete with photographs.
  - u. Contractor shall be familiar with and demonstrate proficiency in the assessment of waterfront, timber and mineral lands property.
  - v. Contractor 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. Contractor shall maintain confidentiality of private records – including property values, until such time as they are mailed out to property owners.
  - w. Contractor shall send all legal notices as required.
  - x. Contractor shall provide clerical staff for data entry of reassessment information and shall also provide reassessment information in printed format on property cards to be provided, if required by County.
  - y. Contractor shall be required to conform with any changes to the Code of Virginia enacted by the General Assembly of Virginia through the end of 2024.
  - z. Contractor 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 2025 Dinwiddie County Reassessment by the Contractor 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 Contractor’s implementation or performance of the contract, and C.) Providing answers to any questions the Contract Administrator may ask about Contractor’s actions relating to the contract.
  - aa. Prior to the informal hearings, reassessment notices will be prepared by the County and mailed to all real property owners. The informal public hearing will be conducted by qualified representatives of the Contractor in a mutually agreed upon place by the County. The County will cooperate by giving public notification of these meetings, after being provided with the necessary information by the Contractor.
  - bb. Contractor shall respond promptly for consultation with and assistance to the Contract Administrator, the Commissioner of the Revenue, the Board of Supervisors and/or the Board of Equalization and defend (with witnesses and supporting evidence) the valuations of properties in question before the Board of Equalization and/or court system.
-

- 
- cc. Pursuant to §58.1-3300, the Contractor shall complete all reassessments in a timely manner, with the original signed Reassessment Land Books to be delivered and filed with the Dinwiddie County Circuit Court Clerk and all signed copies and all other records to be delivered or returned to the Commissioner of the Revenue by December 31, 2024 or March 31, 2025, if extended pursuant to §58.1-3257. The Contractor shall apply for a three month extension of the reassessment process through March 31, 2025 at the request of the Dinwiddie County Board of Supervisors.
  - dd. At completion of the reassessment process, the Contractor 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.
  - ee. Contractor shall use the County’s Real Estate appraisal software, VISION, during the reassessment process. Please note that the Contractor shall be required to manually upload each photograph to the respective parcel in the VISION software program.
  - ff. Contractor shall provide all documents related to the general reassessment to the Commissioner of the Revenue pursuant to the Code of Virginia.
  - gg. Contractor must maintain all required license and educational requirements to perform the work described. This includes, but is not limited to, the requirements listed in Section 6.1. 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.
  - hh. Contractor shall be required to sign a confidentiality statement to protect information that is confidential pursuant to §58.1-3 of the Code of Virginia.
  - ii. If the County chooses to renew the contract for another general reassessment to become effective on January 1, 2027, the Contractor would not need to visit and photograph every property, provided that each of the requirements of the Code of Virginia and this RFP (other than the RFP requirements for universal visits and photographs) are met, including that the “assessor or appraiser...[shall] ascertain and assess the fair market value of all lands and lots assessable by them, with the improvements and buildings thereon. They shall make a physical examination thereof if required by the taxpayer, and in all other cases where they deem it advisable.”

### 3.2. County’s Responsibilities

- a. The Board of Supervisors reserves the right to designate a “Contract Administrator” 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 Contractor. The Contract Administrator may audit the Contractor’s work. The Contractor shall demonstrate a willingness to assist this Contract Administrator and shall make its records available to the Contract Administrator upon request.
  - b. County will provide Field Appraisal Cards, 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. If available, the Field Data Sheets will show sketches of buildings and details regarding improvements.
  - c. 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 2024. For transfers and splits
-

---

taking place during the final quarter of 2024, the Commissioner of the Revenue will assist Contractor to complete assessments no later than February 28, 2025.

- d. County will provide copies of the County cadastral map, showing transfers and/or updates as of January 1, 2024 and will provide the use of all aerial photographs and any other maps or plats which they possess.
- e. County will provide adequate office space, furniture, office equipment, computer hardware and software (including maintenance and daily back-ups) and telephone services for use by Contractor's staff in conjunction with their reassessment services for the County.
- f. County will provide necessary office and computer supplies and forms and all materials needed in producing the field data sheets, reassessment books and final appraisal cards.
- g. County will provide all printing and postage for mailing notices and advertising costs if any, associated with the reassessment or hearings.
- h. If the County elects for a renewal for another general reassessment to become effective on January 1, 2027, the County shall provide notice to the Contactor by January 1, 2026.

#### **4. PREPROPOSAL CONFERENCE**

There will be no pre-proposal meeting for this RFP.

#### **5. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

##### 5.1. General Instructions

A. In order to be considered for selection, offerors must submit a complete response to this RFP in ONE of the following ways:

i. Hard Copy Submission:

Submit one (1) hardcopy proposal and one electronic copy via CD-ROM or USB Drive. Please include a redacted copy of the proposal in electronic form if applicable. The proposal shall be bond or contained in a single volume where practical. No 3-ring binders please.

Envelopes shall be marked with the following information:

- Name and Address of Offeror
- Due Date – June 9, 2023 at 2 p.m.
- RFP Number – RFP-23-051723
- RFP Title – General Real Estate Reassessment

The envelope should be addressed to:

Attn: Hollie Casey  
County of Dinwiddie  
14010 Boydton Plank Road  
P.O. Drawer 70  
Dinwiddie, Virginia 23841

If the proposal is not marked with the above information, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified.

ii. Electronic Submission:

Electronic proposal submissions are now accepted through Vendor Registry. Go to [www.dinwiddieva.us/purchasing](http://www.dinwiddieva.us/purchasing), click Current Solicitations, click the solicitation and click Submit Bid. You will be asked to login or register with Dinwiddie County in order to submit a proposal. If applicable, please include a redacted copy of the proposal as a separate file.

No other distribution of the proposal shall be made by the offer. Electronic copies of the proposal shall be provided in a single file in PDF format, unless otherwise stated.

- B. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- C. Proposals shall be signed by an authorized representative of the offeror. 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.
- D. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- E. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- F. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or

- 
- “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- G. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
- H. All proposals must be received at the proper location listed in this RFP and by the deadline time (Local Time Prevailing). Any proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined solely by the County of Dinwiddie.
- The County is not responsible for any delay in delivery by USPS, UPS, FedEx or other delivery services. It is the responsibility of the offeror to see that proposals are received on time and in the proper location.
- I. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- J. 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.

## 5.2. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal. Failure by Offeror to provide the information shall render the proposal non-responsive.

- 
- A. Return Section 10 of the RFP and all addenda acknowledgments, if any, signed and filled out as required.
- B. A written narrative statement to include:
1. Description of the company, organizational structure and capabilities including size and staffing model, man-power backup plans and geographic market coverage area.
  2. Resumes of staff to be assigned to the project including name, project experience, employment history, educational background, software proficiencies, and relevant certifications.
  3. Company's previous experience in real estate assessment projects for municipals or government clients. Experience with waterfront, timber and mineral land assessments.
  4. Experience/familiarity with the County's assessment software.
  5. Experience in providing consultations and assistance to governing Boards. Experience in defending the valuations of properties in question before the Board of Equalization and/or court systems.
  6. Names and qualifications of any subcontractors, if any, likely to be used on this project.
  7. At least three references where projects of similar size and complexity were successfully completed within the past five (5) years. Include a description of the projects, as well as names, titles and phone numbers of contacts.
  8. Disclosure of any review or disciplinary action taken by any governing boards of the company or key personnel during the past five (5) years to include Virginia Real Estate Board, Department of Occupational and Regulation, or other equivalent boards of other jurisdiction, if applicable.
- C. Specific plans for providing the proposed goods/services including:
1. Approach to be used in providing services described in this RFP.
  2. Time frame for completion (if not otherwise specified by the County in the statement of needs). Familiarity with timelines as set out in the Code of Virginia.
- D. Fee Schedule. Provide a proposed fee and payment schedule with County's preference that final payment is due upon the completion of all appeals. Also include proposed pricing for the optional renewal described in Section 3.1.ii.

## **6. ACCEPTANCE OF PROPOSALS / AWARD OF CONTRACT**

### **6.1. Qualifications of Offerors**

The Offeror shall have the following qualifications in order to be considered:

- Have an active and valid license issued by the Virginia Real Estate Board, Pursuant to Title 54.1, Chapter 20.1 (including Chapter 20.2, if applicable) of the Code of Virginia.
- Have and maintain a Real Estate Appraiser licenses through the Department of Professional and Occupational Regulations.
- Be certified by the Virginia Department of Taxation.
- Have a current Business License in the City/County the company resides.

- 
- Have satisfactory work experience in evaluation of residential, rural and other properties of similar size and complexity or larger than Dinwiddie County in the past two years.
  - Demonstrate knowledge of Dinwiddie County and property values in the surrounding areas.

During the evaluation process, the County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerer(s) to perform the services/furnish the goods and the Offerer(s) shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

6.2. Ethics in Public Contracting

By submitting their proposal, Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offerors, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the Offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each Offeror 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 Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Offeror, or itself, to gain any favoritism in the award of this solicitation.

6.3. Tentative Award Schedule

Proposals Due	June 9, 2023
Shortlist Interviews/Presentations	June 26, 2023
Intent to Award Contract	July 5, 2023
County Board for Supervisors Meeting	July 18, 2023

6.4. Clarification of Terms

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the procurement agent whose name appears on the face of the solicitation **by e-mail no later than five working days before the due date**. Any revisions to the solicitation will be made only by written addendum issued which shall be posted on the County's website at <http://www.dinwiddieva.us>, on the Purchasing page.

---

6.5. Withdrawal or Modification of Proposals

Proposals may be withdrawn or modified by written notice received from Offerors 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 must be signed by the person making the modification or withdrawal.

6.6. Receipt and Opening of Proposals

- A. It is the responsibility of the Offeror 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 or opened.
- B. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.
- C. In the event that the County of Dinwiddie offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipt of proposals, the receipt of proposals date will default to the next open business day at the same time.

6.7. Evaluation Criteria

Proposals will be evaluated by the County using the following criteria. These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations.

	<u>Point Value</u>
1. Experience and qualifications of company	15
2. Experience and qualifications of personnel assigned to perform the services	15
3. Experience with waterfront, timber and mineral land assessment	15
4. Experience in providing services for other localities of similar size, scope and complexity.	15
5. Familiarity with the County's assessment software	5
6. Ability to provide services with the required timeline	10
7. Specific plan or methodology to be used to perform the services	10
8. Proposed Price	10
9. Responsiveness and completeness of the proposal.	<u>5</u>
Total	100

The County reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award a contract deemed to be in the County's best interest. It 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).

6.8. Announcement of Award

Following the award of a contract(s) or decision to award a contract(s), the County will announce such award of a contract or decision to award a contract on the County's website at <http://www.dinwiddieva.us>, Purchasing page. Subject to the provisions of *Code of Virginia Section 2.2-4360*, any offeror who desires to protest the award of a contract(s) or decision to

---

award a contract(s) shall submit such protest in writing to the attention of Hollie R. Casey, 14010 Boydton Plank Rd, P O Drawer 70, Dinwiddie VA 23841 ([hcasey@dinwiddieva.us](mailto:hcasey@dinwiddieva.us)) no later than ten (10) days after the announcement of the award of a contract(s) or the decision to award a contract(s), whichever occurs first. Such protest shall be clearly identified as a protest and shall include the basis for the protest and the relief sought.

6.9. 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 the Request for Proposals, including price, if so stated in the 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 its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to the 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.

6.10. Term of Contract

Contract will be awarded to the successful Offeror for a term beginning August 1, 2023 through a negotiated completion date. The negotiated completion date shall be listed in the resulting contract.

6.11. Contract Documents

The contract entered into by the parties shall consist of the Request for Proposals, the proposal submitted by the Contractor; General Terms and Conditions, the Special Terms and Conditions; the specifications; the scope of services; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the Contract Documents.

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.

6.12. Work Authorization

No work shall be performed under this contract until the Contractor has been contacted by the Commissioner of the Revenue or such person or persons as authorized by the County. A list of authorized personnel will be provided to the successful Contractor. Any and all work performed without such approval shall be considered to be unauthorized work, will not be compensated for, and may be considered grounds for cancellation of contract.

7. **REPORTING AND DELIVERY INSTRUCTIONS**

Once a contract has been awarded, all communication and documentation for the project shall be directly to the Project Manager: Lori Stevens, Commissioner of the Revenue, Dinwiddie County, 14010 Boydton Plank Road, Dinwiddie, VA 23841, (804) 469-4500 Option 5.

---

## 8. GENERAL TERMS AND CONDITIONS

### 8.1. Definitions

Whenever used in this solicitation or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

- A. **Offeror:** One who submits a response to this solicitation
- B. **County:** The term “County” shall mean the County which is the County of Dinwiddie, Virginia through the governing body, the Board, or other agent with authority to execute the contract for the County. The County’s agent is the official with the authority to sign the contract on behalf of the County.
- C. **Contractor:** The person, firm or corporation with whom the County has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the Contractor.
- D. **Defective:** An adjective which refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the Contract Documents, or has been damaged prior to final payment.
- E. **Notice:** All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.
- F. **Provide:** Shall mean furnish and install ready for its intended use.
- G. **Subcontractor:** An individual, partnership or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.

### 8.2. Laws, Regulations, and Courts

- A. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures.
- B. The Contractor shall comply with all federal, state and local 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.
- C. All solicitations or contracts issued by Dinwiddie County shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or

---

involving this agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. The County and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366).

8.3. Taxes.

Pursuant to Virginia Code Section 58.1-609.1(4), the county is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the County for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

8.4. Anti-Discrimination Statement by County.

The County certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror 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 Contractor is 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).

8.5. Anti-Discrimination Statement by Contractor.

- A. During the performance of the contract, the Contractor agrees to the following provisions.
- i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. 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.
  - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

8.6. Immigration Reform and Control Act of 1986.

Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

8.7. Drug-Free Workplace.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, 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.

8.8. Authorization to Transact Business in the Commonwealth.

In order to contract with Dinwiddie 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 Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive negotiation, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its proposal the identification number issued to it by the State Corporation Commission. Any 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 proposal a statement describing why the offeror is not required to be so authorized. Any 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 the Virginia Public Procurement Act 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. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

8.9. Indemnification.

Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.

---

8.10. Insurance.

Contractor certifies that 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.

Contractor further certifies that the Contractor 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. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

Minimum Insurance Coverage and Limits Required:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors 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.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
- d. Automobile Liability - \$1,000,000 combined single limit.
- e. Professional Liability - \$1,000,000 per occurrence.

8.11. Debarment Status.

The Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

8.12. Payment.

- A. Contractor shall provide the county with a complete and accurate IRS form w-9.
- B. Invoices for products/services ordered, delivered, and accepted shall be submitted by the contractor to Dinwiddie county accounts payable via email to [accounting@dinwiddieva.us](mailto:accounting@dinwiddieva.us) or via postal mail to P.O. Drawer 70, Dinwiddie, VA 23841.
- C. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- D. The preferred method of payment for invoices under \$5,000 is with a visa credit card. If the vendor accepts visa payments, they must do so without any fees.
- E. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.
- F. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- 
- G. 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, contractors 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 contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor 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).
- H. The contractor is obligated to: (1) pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the county for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) notify the county and the subcontractor(s) within seven days, in writing of the contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- I. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payments from the county, except for amounts withheld as states in section g above.
- J. These provisions apply to each sub-tier contractor performing under the primary contractor. A contractor's obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the county. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

8.13. Availability of Funds.

It is understood and agreed between the parties that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available. The contract will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of the contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Board fail to make annual appropriations for the contract.

8.14. Assignment of Contract.

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

8.15. Default.

It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

---

**8.16. Changes to the Contract.**

All contract modifications must be approved by the Dinwiddie County Administrator or his designee. The County will not assume responsibility for the cost of any changes made without proper consent. No fixed-price contract may be increased by more than twenty-five percent (25%) or \$50,000, whichever is greater, without advance approval of the Dinwiddie County Board of Supervisors.

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

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  
- B. The 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 or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the County of the adjustment to be sought, and before proceeding to comply with the notice, shall await the County's written decision affirming, modifying, or revoking the prior written notice. If the County decides to issue a notice that requires an adjustment to compensation, 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:
  - i. By mutual agreement between the parties in writing; or
  - ii. 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 of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - iii. 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 County within thirty (30) days from the date of receipt of the written order from the County. 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 with the performance of the contract generally.

**8.17. Termination of Contract.**

- A. Termination for Cause.

- i. If the Contractor 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 Contractor violates any provision of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Contractor 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. The County retains the sole discretion to determine any violation of this section.
  - ii. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor 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 its 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 Contractor 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 Contractor 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 Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
  - iii. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor 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.
  - iv. Upon termination of the contract, the County shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the County may deem expedient. In such case, the Contractor 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 Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.
  - v. Termination of the contract under this section is without prejudice to any other right or remedy of the County.
-

B. Termination for Convenience

- i. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:
  - All amounts then otherwise due under the terms of this contract as of the latest request for payment,
  - Amounts due for work performed subsequent to the latest request for payment through the date of termination, and
  - Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor 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 Contractor of any nature.
- ii. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

8.18. Contractual Disputes.

Disputes and claims arising under this agreement shall be processed pursuant to the Code of Virginia Section 2.2-4363.

8.19. Audit.

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

8.20. Patents, Copyright and Trademark.

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold and save harmless the County, its officers, agents, and employees, from any loss or liability for or on account of such infringement.

**9. SPECIAL TERMS AND CONDITIONS**

9.1. Additional Users/Cooperative Procurement

This procurement is being conducted under the provisions of Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement". As stated, a public body may

purchase from another public body's contract even if it did not participate in the Request For Proposals (RFP), if the RFP specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the Offeror, the resultant contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Offeror's responsibility to notify the jurisdiction/public bodies of the availability of contract(s). Offerors desiring to offer to other jurisdictions/public bodies under this clause shall so indicate in their response.

9.2. 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. All products and services provided shall be in compliance/ accordance with all applicable federal, state and local laws, rules and regulations. If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

9.3. Quantities

Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

---

**10. SIGNATURE SHEET**

**RFP 23-051723  
General Real Estate Reassessment**

By signature, I certify that the proposal as submitted complies with all Terms and Conditions as set forth in RFP. If there are any parts of the terms and conditions that the company cannot meet, I have indicated which ones on an attached page.

By signature, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, equipment or services, and is in all respects fair and without collusion or fraud. I understand collusive procurement 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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Official Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

FIN or SSN: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Please list all subcontractors, if any:

*Company Name, Address*

*License #*

---

---

---

---

State Corporation Commission Registration

**Virginia State Corporation Commission (SCC) registration information. The Offeror:**

is a corporation or other business entity with the following SCC identification number:

**OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):