

REQUEST FOR PROPOSAL
FOR GENERAL REASSESSMENT SERVICES

1. GENERAL STATEMENT OF PURPOSE

Scott County is soliciting proposals for the services of a qualified contractor to perform a general reassessment of approximately 20,000 taxable and non-taxable real estate parcels within Scott County. Approximately 100 permits are issued for new buildings in Scott County per year. Property is to be assessed at 100% of fair market value as of the effective date of the reassessment. Public Service properties are to be excluded. The reassessment must be completed by December 31, 2021.

2. PROPOSAL INFORMATION

- A. The Scott County Board of Supervisors invites interested firms or persons, who are qualified, to submit six (6) copies of the proposal in a sealed envelope marked "General Reassessment Services" no later than 4:00 p.m., on Friday, September 25, 2020, to:

Freda R. Starnes, County Administrator
190 Beech Street, Suite 201
Gate City, Virginia 24251

PLEASE NOTE – If hand delivering your proposal to the County office, the office is closed from 12:00 to 1:00 each day for lunch.

- B. Proposals must include the following information:

1. Personnel to be utilized and his/her qualifications.
2. Date of commencement of general reassessment activities.
3. Information relating to previous appraisal and/or reassessment work performed by your company.
4. Prior general assessment references from Virginia localities – include up to three references.
5. Qualifications shall include a list of licenses and certifications from appraisal standard governing and accreditation bodies (i.e., certification as general real estate appraiser by the Virginia Real Estate Appraiser Board, MAI, Appraisal Subcommittee of the Federal Financial Institutions Examination Council, IAAO membership.)

3. STANDARDS

All proposals shall meet or exceed the following standards:

- A. The reassessment shall be conducted in a manner consistent with applicable laws, regulations, rules and standards, and case law. Appraisals must be complete, uniform, and at one hundred percent (100%) fair market value. All taxable and non-taxable properties shall be visited and all elements of value appraised. When a homeowner is not available and the contractor's employee cannot obtain all necessary information, a notice must be left requesting it.
- B. The contractor shall compile and furnish a listing of all mobile homes situated in the County, including the age, make, size, grade, owner, and value and show the location by Tax Map Number and actual physical measurement in the field; not by DMV records; and the method of its affixing or annexation to the property.
- C. The contractor's employees shall always be professional and courteous when dealing with Scott County citizens and staff.

4. PERSONNEL

- A. In conducting the reassessment, all personnel shall be qualified and competent to appraise all properties for which they are responsible.
- B. The contracting party in charge shall be certified by the Virginia Department of Taxation as qualified to make a general reassessment.
- C. It shall be the responsibility of the contractor to provide all secretarial and clerical assistance in the preparation of the general reassessment and provide adequate documentation of same.

5. INSURANCE AND BONDING

- A. The contractor shall provide insurance adequate to indemnify and hold harmless Scott County, the Scott County Board of Supervisors, and all County officials from any action arising because of the general reassessment program conducted by said contractor or any of the contractor's employees. Coverages required are listed in the Appendix. See Insurance Checklist.
- B. In addition, the contractor shall provide an acceptable performance and payment bond in the amount of one hundred percent (100%) of the contract value.

6. RECORDS

- A. The contractor shall provide "appraisal cards" whose design shall meet

with the approval of the Scott County Board of Supervisors and the Commissioner of the Revenue. Data provided on the cards shall meet with the approval of the Scott County Board of Supervisors and the Commissioner of the Revenue and shall meet the Virginia Department of Taxation and USPAT minimum data for mass appraisals.

- B. Scott County has digitized the tax parcels of the county into a Geographic Information System (GIS) dataset in the ESRI ArcMap format. The tax parcels are polygons with associated tax parcel information attached to the polygon. Structure photos of addressable structures are attached by a unique identifier (link number) within the GIS. Scott County 9-1-1 has updated (2019) Digital Ortho Photography for the county at 200 scale and 100 scale resolutions. Building footprints were also captured from the 2019 photography and are incorporated into the mapping. Our GIS personnel adds coordinates/footprints for new structures following successful building footer inspections for both residential and commercial buildings. Selected contractor shall list the appropriate 9-1-1 address for each structure within the parcel when conducting the reassessment in order for them to be linked to the parcel and GIS.
- C. Upon request, the appraiser shall review with the Board of Equalization each appraisal.
- D. All computer data must be compatible with the Bright's and Associates (BAI) system and Stonewall camera system.

7. PUBLIC RELATIONS

- A. Recognizing the importance of good public relations, the contractor shall endeavor to cooperate fully with the Scott County Board of Supervisors, the County Administrator, the Commissioner of the Revenue and all County officials. He/she shall conduct him/herself in a professional manner in dealing with the general public and endeavor to create good public relations during this reassessment process.
- B. Reports of progress will be made in writing to the Scott County Board of Supervisors as the Board may timely request. At the end of the research phase of the general reassessment process a report shall be made orally and in writing to the Commissioner of the Revenue regarding the findings of facts and conclusions. Included within, but not limited to, this report will cover a sales ratio study, such as commercial, agricultural and residential to follow the State Department of Taxation use code classification, such as used in a locality's land book.

8. ADDITIONAL RESPONSIBILITIES OF CONTRACTOR

- A. The contracting party shall assess all new construction through December 31, 2021, whether or not substantially completed.
- B. The contractor shall provide at least one (1) competent appraiser to assist the Board of Equalization, upon request, in conducting public hearings. Such appraiser's competence shall be approved in advance by the Commissioner of the Revenue.
- C. Upon request and at no additional cost, the contractor shall provide appropriate testimony in any suit or proceeding brought by a taxpayer against Scott County to reduce his appraisal for reassessment for the period ending within four years after the effective date of the reassessment.
- D. The contractor shall prepare the general reassessment book and present a signed copy along with an electronic computer media compatible with the County's processor to the Commissioner of the Revenue by December 31, 2021. The original reassessment book shall be filed in the office of the Scott-County Circuit Court Clerk and a copy in the office of the Commissioner of the Revenue and, if required, a copy to the State Department of Taxation.
- E. The contractor shall provide all equipment for conducting the general reassessment to include phone service as needed. The computer program of contractor shall be compatible with the Commissioner of the Revenue's BAI package and Stonewall camera system.
- F. The contractor shall provide assessment notices as required by law and be responsible for mailing the notices to property owners.
- G. Upon completion of the general reassessment, an Appraisal Manual describing the scope and extent of the assessment process for each class of real property shall be provided the Commissioner of the Revenue.

9. PAYMENT FOR SERVICES

Scott County shall compensate the appraiser for the reassessment at the agreed-upon rate per parcel. The appraiser shall submit to the County at the end of each month, after fieldwork commences, invoices in the amount of rate per parcel times the number of parcels appraised and not previously billed. Payment shall occur during the following calendar month according to the regularly scheduled accounts payable procedure of the County. The County shall retain twenty percent (20%) of all payments due the appraiser as security for the full and timely completion

of all professional services. One-half of the retained percentage shall be paid to the appraiser after timely and successful completion of the general reassessment and the remaining one-half (1/2) shall be paid at the conclusion of the hearings of the Board of Equalization.

10. SUPPORT SERVICES

- A. Scott County shall provide the same data and support services to any contractor who is successful in securing the contract for general reassessment services. This data and support services shall be as follows:
 - 1. County Tax Maps
 - 2. Copy of face side of property record cards containing owners' name, address, legal description, and deed reference on said property.
- B. Property record cards shall not be removed from the office of the Commissioner of the Revenue. Copies may be made at contractor's expense.
- C. Data and support services shall be made available to the Assessor under the direction of the Commissioner of the Revenue.

11. CONTRACTOR'S AUTHORIZATION TO TRANSACT BUSINESS

Please see the attached form titled "Proof of Authority to Transact Business in Virginia."

12. DISCRIMINATION PROHIBITED; PARTICIPATION OF SMALL, WOMEN-, MINORITY- AND SERVICE DISABLED VETERAN-OWNED BUSINESS (Code of Virginia § 2.2-4310)

In the solicitation or awarding of contracts, the County of Scott shall not discriminate because of the race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.

The County welcomes and encourages the participation of small businesses and businesses owned by women, minorities, and service disabled veterans in procurement transactions made by the County.

13. EMPLOYMENT DISCRIMINATION (Code of Virginia § 2.2-4311)

This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. DRUG-FREE WORKPLACE (Code of Virginia § 2.2-4312)

This provision only applies to contracts valued in excess of \$10,000.

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 vendor.

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

15. FAITH-BASED ORGANIZATIONS (Code of Virginia § 2.2-4343.1)

Scott County does not discriminate against faith-based organizations.

16. ILLEGAL ALIENS (Code of Virginia § 2.2-4311.1)

The Contractor agrees that he or she does not, and shall not during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

17. INDEMNIFICATION

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

18. PROPRIETARY INFORMATION

§ 2.2-4342(F) of the Code of Virginia states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 of the Code of Virginia (1950), as amended, shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq. of the Code of Virginia (1950), as amended); however, the bidder, offeror, or contractor 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. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices." If the exemption from disclosure provided by § 2.2-4342(F) of the Code of Virginia is not properly

invoked, then the proposals will be subject to disclosure pursuant to applicable law.

19. REVIEW AND SELECTION BY SCOTT COUNTY BOARD OF SUPERVISORS

- A. The Committee appointed by the Scott County Board of Supervisors shall review all proposals as to their completeness, the ability of the contractor to perform the desired work, and supplied references. The Committee intends to utilize a competitive negotiation selection process, and as such, cost need not be the sole determining factor.
- B. After review of all proposals and negotiation with such offeror, the Scott County Board of Supervisors shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the Scott County Board of Supervisors determine in writing in its sole discretion that only one (1) offeror is more qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. An agreement shall be entered into between the contractor and Scott County after award has been made but before work commences.
- C. The County reserves the right to reject any and all proposals.

APPENDIX

INSURANCE

The contractor shall provide at least the insurance coverage and amounts specified in the “Insurance Checklist” found at the end of these requirements, plus any additional coverages and greater amounts as may be required by law or required elsewhere in this solicitation.

Review this section carefully with your insurance agent prior to submission of your response to this solicitation.

1.0 General Insurance Requirements

- A. The Contractor shall not commence work under the contract until the Contractor has obtained, at the Contractor’s own expense, all of the insurance required for hereunder and such insurance has been approved by the County; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Purchasing Administrator of original certificates of insurance signed by authorized representatives of the insurers or, at the County’s request, certified copies of the required insurance policies.
- B. The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, professional liability insurance, workers’ compensation and employers liability insurance, and umbrella excess or excess liability insurance to the same extent required of the Contractor unless any such requirement is expressly waived or amended by the County in writing. Immediately upon request, the Contractor shall have Subcontractors’ original certificates of insurance signed and submitted to the County by authorized representatives of the insurers.
- C. All insurance policies required hereunder should be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until 30 days prior written notice has been given to the Purchasing Administrator. The phrases “endeavor to” and “... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” should be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- D. No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor or the Contractor’s Surety

from any liability or obligation imposed upon either or both of them by the provisions of the Contract.

- E. If the Contractor does not meet the insurance requirements in this solicitation, the Contractor shall forward a written request to the County for a waiver of the insurance requirement(s) not met (accompanied by a statement from the Contractor's insurance agent, broker, or insurer, stating the specific requirements not met), or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the County denies the request, the Contractor must comply with the insurance requirements in the solicitation, or the County may award a contract to the next lowest responsive and responsible bidder whose insurance is acceptable to the County.
- F. All required insurance coverage shall be underwritten by insurers legally allowed to do business in the Commonwealth of Virginia and acceptable to the County. The insurers should also have a policyholders' rating of "A-" or better in the latest evaluation by A. M. Best Company.
- G. Any deductibles or retentions in excess of \$5,000 shall be disclosed on the original Certificate of Insurance or by attachment thereto, and are subject to County's approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.
- H. If the County is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the County, then the Contractor shall bear all reasonable costs properly attributable thereto.
- I. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring performance and the cost of performing the uncompleted portion of the Contract at the time of termination.
- J. The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way

whatsoever with the contracted work, until final acceptance of the work by the County.

- K. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- L. Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the Subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
- M. Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property.

1.1 Contractor's Liability Insurance

The Contractor shall purchase and maintain the following insurance coverages and limits:

- A. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use.
- B. Business auto liability insurance or its equivalent.*

*If the Contractor is subject to Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration and Interstate Commerce Commission in connection with the work to be performed under the Contract, the Contractor will obtain the MCS 90 endorsement to its automobile liability coverage.

- C. Workers' compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers' liability insurance or its equivalent.
- D. Professional errors and omissions liability coverage for wrongful acts.
- E. Umbrella excess liability or excess liability insurance or its equivalent including coverage for Commercial general liability; Business auto liability; and Employers liability.

- F. The Contractor and any Subcontractor shall name the following as an Additional Insured:

“Scott County, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide notice of cancellation or non-renewal of insurance to Scott County in writing upon being notified of said cancellation or non-renewal by the insured.”

The Additional Insured Endorsement on ISO Form CG 20 26 or similar must be attached to the Certificate of Insurance and must properly reference the above language.

- 1.2 If any liability insurance purchased by the Contractor has been issued on a “claims made” basis, the Contractor shall comply with the following additional conditions:

- A. The Contractor shall agree to have original certificates of insurance signed and provided by authorized representatives of the insurers provided to the County for a period of five years after Final Payment for the work by the County. Such certificates shall evidence a retroactive date no later than the beginning of the work under the Contract; or
- B. The Contractor shall purchase an extended (minimum five years) reporting period endorsement for each such “claims made” policy in force as of the date of Final Payment for the work by the County and original certificates of insurance signed and provided by authorized representatives of the insurers shall be provided to evidence the purchase of this extended reporting period endorsement. Such certificate shall evidence a retroactive date no later than the beginning of the work under the Contract.

INSURANCE CHECKLIST

Items marked with an "X" are required.

<u>Coverage Required</u>	<u>Limits (Figures Denote Minimums)</u>	
<input checked="" type="checkbox"/> 1. Workers' Compensation* &	Statutory limits of the Commonwealth of Virginia	
<input checked="" type="checkbox"/> 2. Employers' Liability* * If required by statute	\$500,000 accident, \$500,000 disease	\$500,000 policy limit disease
<input type="checkbox"/> 3. USL&H Endorsement	Statutory	
<input checked="" type="checkbox"/> 4. General Liability	\$ <u>1,000,000</u>	Combined single limit for BI & PD each occurrence
<input checked="" type="checkbox"/> 5. General aggregate limit <input type="checkbox"/> Applies per project <input type="checkbox"/> Applies per location	\$ <u>2,000,000</u>	
<input checked="" type="checkbox"/> 6. Professional Liability	\$ <u>1,000,000</u>	each occurrence and aggregate
<input checked="" type="checkbox"/> 7. Products and Completed Operations	\$ <u>2,000,000</u>	aggregate
<input checked="" type="checkbox"/> 8. Personal Injury Liability	\$ <u>1,000,000</u>	each offense and aggregate
<input checked="" type="checkbox"/> 9. Remove any XCU restrictions		
<input checked="" type="checkbox"/> 10. Automobile Liability	\$ <u>1,000,000</u>	BI & PD, each accident
<input checked="" type="checkbox"/> 11. Owned, Hired & Non-owned		
<input checked="" type="checkbox"/> 12. Motor Carrier Act End. (only if required by law)		
<input checked="" type="checkbox"/> 13. Umbrella Liability	\$ <u>1,000,000</u>	per occurrence
<input checked="" type="checkbox"/> 14. The Certificate holder shall be Scott County, Virginia, Attn: Purchasing Department, 190 Beech Street, Suite 201, Gate City, Virginia 24251, unless stated otherwise in the solicitation.		
<input type="checkbox"/> 15. Other insurance indicated below.		

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

The attention of each offeror or bidder is directed to § 2.2-4311.2 of the *Code of Virginia*, which requires an offeror or bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia*, as amended, or as otherwise required by law, to include in its proposal or bid the Identification Number issued to such offeror or bidder by the Virginia State Corporation Commission (SCC). Furthermore, any offeror or bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, as amended, or as otherwise required by law, shall include in its proposal or bid a statement describing why the offeror or bidder is not required to be so authorized. Failure to provide the required information may result in the rejection of the proposal or bid. If the proposal or bid is accepted by the County, the undersigned agrees that the requirements of the *Code of Virginia* § 2.2-4311.2 have been met. Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

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

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

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

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

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

By: _____ Title: _____
(typed or printed)

Date: _____ Authorized Signature: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL OR BID - REQUIRED