

# SOLICITATION FOR GENERAL REASSESSMENT OF REAL ESTATE PROPOSALS



**County of Carroll, Virginia  
RFP No: 2023-01**

**Issue Date: November 1, 2022**

**Response Due: APRIL 7, 2023, at 4:00 p.m. (Eastern Time)**

**Proposals** - five (5) original and one electronic copy — shall be clearly identified as a response to this Request for PPEA Proposal, provided in a SEALED container.

**Shall be delivered or mailed to:**

**Carroll County Government Complex  
Attn: Fran Zimmerman  
605-7 Pine Street  
Hillsville, VA 24343**

## **CARROLL COUNTY, VIRGINIA**

### **GENERAL REASSESSMENT OF REAL ESTATE**

The County of Carroll, Virginia, is seeking qualifications for a general reassessment of real estate.

#### **Scope of Services**

The successful proposer will be asked to provide the following services: Explanation of Procedures, Scope of Services and General Reassessment of Real Estate.

#### **Proposal Contents**

The respondent's proposal for services must include the following:

1. Biographical sketch and qualifications of members of the firm who will be performing work. Family relationship of principals in the proposer's firm to any employee of the County of Carroll and name and address of both principal and county employee.
2. Names and qualifications of any subcontractors which will be used in this project.
3. A description of any similar projects in which the firm has participated during the past five (5) years giving the involvement of the firm in the project, and the names and phone numbers of references who may be contacted.
4. A complete list of all Virginia localities completed within the past five (5) years, together with the assessment ratio, as determined by the Virginia Department of Taxation, as of the effective date of the reassessment. This information must not be omitted from your submission.
5. Timetable for completion of the scope of services.
6. A quotation of price for the project, stated on a per-parcel basis. The price quotation should detail the proportion of the per-parcel cost allocated to clerical services, such as data entry, records management and the preparation and mailing of forms and notices to the public, and separately detail the proportion of per-parcel cost allocated to digital photography and integration of digital photographs into the CAMA system.
7. Name, address, and telephone number of contact person.
8. Any supporting information felt by the proposer to be applicable.
9. See attached: "Timetable", "Scope of Work", "Use of Records and Maps", "Door Hangers", "Requirements", "Contractual Matters" and "Firm's Policy of Nondiscrimination".

## **Qualifications Evaluation**

Evaluation of qualifications will be based on the following criteria:

1. Qualifications and experience of personnel involved in project.
2. Proximity of the firm to Carroll County.
3. Previous work experience with Carroll County.
4. Experience of firm in similar projects.
5. A working knowledge of the County's CAMA system "ProVal".
6. Timetable for completion of the scope of services as outlined above.
7. Cost.

## **TIMETABLE**

### **Background Information**

Carroll County, Virginia, will undertake the general reassessment of all real estate situated in the County beginning no later than Wednesday, July 5, 2023, with the reassessment effective date of January 1, 2025. The County will seek to contract with a qualified real estate appraisal firm to perform this work. Proposals will be accepted in accordance with the information contained in this document.

Carroll County is approximately 494 square miles and includes one town (Hillsville). It has a population of 29,911 and approximately 32,344 taxable and 1,224 tax exempt real estate parcels. The County is in southwestern Virginia, along the Blue Ridge Parkway, with Interstate 77 running North and South through the county. Its last general reassessment was conducted by Wampler-Eanes Appraisal Group LTD effective 2021. The review team will consist of the Commissioner of the Revenue, Fran Zimmerman (276-730-3080), Master Chief Deputy, Wade Marion (276-730-3080), Master Deputy, Kayla Beamer, County Administrator, Michael Watson (276-730-3001), and Financial Director, Justin Martin (276-730-3001).

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

Respondents are asked to submit written proposals which present their qualifications and understanding of the work to be performed. The County reserves the right to reject any and/or all proposals, or to contact any or all vendors prior to contract award for clarification or definition. The County does not discriminate against any vendor on any basis. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but shall 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 shall award the contract to that offeror. Should the county determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

Five (5) complete hard copies and one (1) digital copy should be submitted to Fran Zimmerman, Commissioner of the Revenue, 605-7 Pine Street, Hillsville, Virginia 24343. A resume of appraisers to be used in the reassessment should be enclosed. A list of previous clients should also be submitted.

Quarterly reports to the Review Team will be required to ensure that the general reassessment is progressing satisfactorily.

## **Scope of Work**

### **Reassessment**

The successful firm shall be certified as qualified by the Department of Taxation to perform the reassessment. In all cases uniformity and equality are required under the laws of the Commonwealth of Virginia with respect to each class of property. All aspects of this reassessment program shall be conducted in accordance with the laws of the Commonwealth of Virginia.

The firm shall make a complete, uniform reassessment of all real property within the County excluding public service properties and including the inventory and valuation of all non-taxable (exempt) properties and the classification of all real property in accordance with State requirements.

The value to be estimated in all cases shall be 100 percent fair market value as required by the State Constitution and State statutes. Generally, the Courts of Virginia have defined fair market value as follows:

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

The valuation process of the reassessment portion of the program must begin on or about Wednesday, July 5, 2023, and be completed by Tuesday, December 31, 2024.

### **Comprehensive Sales Data Analysis of Land and Improvements**

The firm shall perform a comprehensive sales data analysis prior to the appraisal of any real property in the County. This analysis will contain enough valid real estate sales and/or transactions from the various classes of real estate within the County. Certain pertinent information regarding these sales transactions will be recorded in a format agreed upon by the firm and the Commissioner of the Revenue.

This analysis shall become the property of the County at the completion of said program.

### **Construction Cost Analysis**

The firm shall make an investigation of all items of construction costs through local firms. These costs shall encompass material prices in the various qualities and quantities normally used in residential, commercial, and industrial construction within the County. Wage scales, labor efficiencies, overhead and profit, engineering and architectural fees, and all other items that reflect upon building construction and its value within the County shall also be investigated.

When all such cost data has been determined and analyzed, unit construction costs of all items shall be established. These unit costs shall be for materials and labor in place, including all normal service charges and profits.

Separate unit costs shall be determined for the different types of construction, such as residential, commercial, and industrial, as well as paving, fencing, wells, septic systems, etc.

A check against building of known cost shall be made, to prove the accuracy of local unit costs before being applied in the County.

### **Synopsis of Analysis and Conclusion Report**

A report shall be presented to the Commissioner of the Revenue at the completion of the analysis process to include at least the following:

1. Sales Analysis Report (Land and Improvements)
2. Construction Cost Analysis Report
3. Computerized assessment tables
4. Samples of at least 25 actual reassessment cards based on computerized assessment tables derived from sales and construction analysis reports. Samples submitted with report shall not include names or addresses but should be actual real estate property within the County which has been valued based on computerized tables to verify that an acceptable fair market value is being achieved. Any "override" of computerized tables shall be so noted and reviewed with County officials to establish acceptable methodology for the reassessment process.

### **Record Cards**

Computerized record cards from the County's current computer-assisted mass appraisal "CAMA" system "ProVal" shall be utilized. The current design of these cards includes items of information in connection with zoning, the construction, age, size, condition, depreciation, outline sketch of all major building improvements, and pricing data for each building together with the owner's name, address, legal description, map number, etc. Additionally, this card includes an area recording total land and building values and digital photographs.

### **Personnel**

The firm shall employ and supervise competent employees of good character and shall use an adequate number to expeditiously perform the work. All employees must have sufficient maturity, skill, and expertise to perform properly the work assigned to them. Employees executing appraisals and other skilled work assigned to them to perform properly and satisfactorily in the manner prescribed in the contract shall provide upon request through the firm, satisfactory proof in affidavit form as to his appraisal or other experience in his field. Complete instruction and direction of all personnel connected with the reassessment program shall be supplied by the firm.

The firm shall furnish to the County for acceptance or rejection a list of all persons to be employed. The County may require the firm to remove from the project any person the County may consider to be unqualified or negligent in the performance of his duties, or who is guilty of misconduct; and such person shall not be re-employed again on this project without the county's written consent. The firm shall make available qualified personnel to instruct the Commissioner of the Revenue and her staff in the methods and procedures used during the reassessment program.

## **Field Listing and Appraisal of Residential Properties**

The firm shall be responsible for making a complete exterior inspection which will include measuring and sketching each residence and other major building improvement. 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, number of baths, year built (if attainable), year remodeled, exterior and interior condition, additional physical depreciation, functional and economic obsolescence, general quality of construction, rent (if applicable), and recent sales data. Public water and sewer or private well and septic systems shall be noted for each dwelling with associated value. All information so gathered shall be recorded on the fieldwork cards and entered or edited within the County's CAMA system. The Contractor shall be responsible for entry, verification, and integrity of all data.

Suburban and farm dwellings shall be visited and inspected in the same manner as other residential buildings. All other farm buildings and structures shall be measured, 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.

## **Field Listing and Appraisal of Commercial Properties**

Commercial properties shall be handled in the same complete manner as residential properties. 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 the properties.

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 will be used.

## **Field Listing and Appraisal of Industrial Properties**

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

## **Appraisal of Mobile Homes**

The successful firm shall appraise all mobile homes and attachments situated within the County in accordance with Section 58.1-3522 of the Code of Virginia, 1950, as amended.

**Digital Photographs**

Proposing firm should set forth in detail their experience with digital photography and the updating of “ProVal” CAMA system with digital photographs of all improved real estate parcels as a part of the general reassessment. The proposing firm should detail in its cost proposal the per parcel cost for digital photography and integration into the CAMA system.

**Land Use**

The County currently utilizes the standard State “Application for Taxation on the Basis of Land Use Assessment” form for all qualifying real estate parcels. The County currently has 2342 real estate parcels qualified for “Land Use Assessment”.

**Appraisal of Other Property**

All other real property not covered previously and required by law to be appraised by the County will be appraised at fair market value using acceptable appraisal standards. Sound value method (or “flat”) shall only be used on property with a value less than \$5,000 for dwellings and \$500 for outbuildings.

**New Construction**

The appraisal firm shall coordinate its efforts with the county in appraising new construction and additions. Every reasonable effort will be made to ensure that this function is not duplicated by the firm or by the County or omitted by both. The firm shall be responsible for appraising all new construction and additions through Monday, September 30, 2024. New construction will be flagged on the appraisal card and the County’s CAMA system and should be closely coordinated with the Commissioner of the Revenue's office.

**Accuracy of Record Cards/Computerized Assessment Data**

To eliminate mathematical errors and in the computation of structural area and its assessed value, the County is requiring the assessment method to be computerized on current CAMA system “ProVal”. The County expects the firm to use exceptional care to minimize any clerical errors in entering computer data and provide sufficient supervisory review to ensure accurate assessment. The successful firm must be experienced using the County’s current CAMA system “ProVal”.

**Computerized Assessment Software**

It is the County’s intent to annually assess new construction and transfers via computer utilizing the same CAMA software as the successful contractor for the 2025 reassessment: namely, ProVal 9.0.12. Therefore, the successful bidder shall confirm they have experience with “ProVal” and must be able to either utilize (1) Marshall & Swift tables as provided through “ProVal” for an annual license fee; or (2) a set of “ProVal” tables developed by successful contractor firm in recent



Virginia assessment. In either case, tables must be adjusted by successful firm to reflect local rates based on comprehensive sales and construction cost analysis.

### **Informal Public Hearings**

Carroll County will not use a Board of Assessors. The appraisal firm will designate and provide an employee acceptable to the County to serve in the capacity of professional assessor under the State Code, who will also be acceptable to and approved by the Virginia Department of Taxation.

Prior to the informal public hearings, reassessment notices will be prepared by the firm and mailed by the county to all real property owners as notification of changes in assessed values. The informal public hearings will be conducted by qualified firm representatives in a mutually agreed upon place furnished by the County. The County will cooperate by giving public notification of these meetings after being provided with the necessary information by the firm.

The firm supervisor in charge of this project and sufficient other qualified personnel satisfactory to the County shall be assigned to explain, discuss, and hear all complaints concerning values established. Firm employees shall immediately make any necessary field reviews of all properties of disputed value. They shall also be expected to substantiate the assessed value in question and the methods employed in the reappraisal. Additionally, they shall furnish recommendations for the disposition of any such complaints.

### **Board of Equalization Hearings and Court Appeals**

Following the general reassessment, the county of Carroll is required by law to have a Board of Equalization. The Board of Equalization shall establish meeting dates, times, and places to receive complaints from property owners regarding appraisal values. It is anticipated these hearings will be conducted by July, 2025.

The firm shall furnish competent witnesses and supporting evidence as may be required to defend the valuations of any properties in question before the Board of Equalization.

The firm shall also furnish said witness or witnesses and evidence for all court appeals filed within three (3) years from January 1 of the year in which the tax appraisal is effective without additional cost to the County.

## **USE OF RECORDS AND MAPS**

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 firm. This is to include the use of all information currently existing on the County's CAMA system, GIS, and property record cards. The use of this information should in no way diminish the firm's responsibility to visit each site.

Copies of Carroll County Tax Maps may be made available at the request of the firm.

The Commissioner of the Revenue Office is updated on all County Tax Maps and the GIS Parcel Layer. Transfers and updates for 2023 and 2024 will be coordinated with the Commissioner's Office through September 30, 2024.

## **DOOR HANGERS**

A door hanger, to be used as applicable on all property visited, is to be designed and reproduced (following design approval by the County) at the firm's expense. The firm shall be responsible for copying and completing the form, as well as entering data collected within the county's CAMA system. A door hanger shall be left at any improved property when a personal contact is not made.

## **PROGRESS/SCHEDULE**

Contractor shall meet monthly with County representatives to review progress and as needed shall supply estimates of assessments for property worked to date.

A timetable shall be established for the total project by the contractor and shall be approved by the County.

## REQUIREMENTS OF FIRM AND COUNTY

### What the Firm Shall Provide and Pay For

- a. The firm shall assume all transportation and travel expenses for its employees and shall provide necessary office equipment and supplies (stationery, reassessment notices and envelopes, reassessment worksheets, door hangers, etc).
- b. The firm shall appraise, code, prepare and enter all data in the County's current computerized assessment program, "ProVal", for all parcels within the County. A parcel is defined as each line used in the land book. Upon completion of data entry and prior to public hearings the firm shall prepare a reassessment notice for each parcel. All stuffing of envelopes and sorting of zip codes shall be the firm's responsibility.
- c. The firm shall provide adequate insurance coverage to include automobile, public liability and workers compensation and unemployment for its employees and shall provide evidence of such coverage in a form acceptable to the County. Said insurance shall be designed to hold Carroll County, its officers and/or officials harmless from all claims, demands, suits, actions, recoveries of judgements of every kind and description brought or recovered against the County, etc., by reason of any act of the firm or employees during the execution of the work.
- d. The firm shall provide a performance bond in the amount of the contract, which shall be made payable to the County of Carroll. The performance bond shall remain in place until all requirements of the Contract are completed, or until otherwise authorized by the county in writing.
- e. The firm shall meet with the Board of Equalization, if requested, up to three times at no additional charge to explain the reassessment process or any specific question which may arise about the general assessment.
- f. Work format for the firm:
  1. The firm shall visit each parcel of land and make a complete physical inspection.
  2. On each improved property, the main building, and other significant buildings and/or improvements will be measured and sketched if the square footage is a factor in valuation. In addition, other information on the system should be verified and edited or corrected. (i.e., public water/sewer, private well/septic, number of rooms, year built, and all other features.)
  3. The firm will interview the owner of each parcel of property if possible. If no one is there, a doorknob hanger will be left informing the individual(s) of the reassessment and requesting the appropriate information. In the event information on the property is refused, a notation will be made on the field card and the property will be appraised on the best available information.

4. The firm will keep a record, on the work copy of the property card, of each visit, the date, time, name of appraiser and person interviewed. Also, such data shall be entered within the County's CAMA system.
- g. The firm shall make speakers available for meetings with civic groups or other interested parties as desired by County Officials for the purpose of disseminating general information pertaining to the appraisal process. During the general reassessment, the firm will endeavor to promote good public relations with all taxpayers and the public.
- h. The firm shall make available at least 2 personal computers (with ProVal software) compatible and capable of being connected to the Commissioner of the Revenue's current network system. It shall also be the responsibility of the firm to provide a duplexing printer compatible with the CAMA system for printing of work copies and final reassessment card.
- i. All field work for the revaluation process shall be entered into the current CAMA system "ProVal" on the County's network with an effective date of January 1, 2025. The firm is responsible for the training and integrity of all personnel involved in the revaluation process, including but not limited to Clerical personnel performing data entry.
- j. The firm shall also furnish said witness or witnesses and evidence for all court appeals filed within three (3) years from January 1 of the year in which the tax appraisal is effective without additional cost to the County.

**What the County Shall Provide and Pay For:**

- a. The County shall provide office space, furniture, and telephone service. (The bidder shall specify the amount of square footage which would be required.)
- b. The County shall furnish postage for mailing notices and any advertising costs for hearings.
- c. The County shall mail the reassessment notices.
- d. The Commissioner's Office staff will process transfers and splits throughout the reassessment process. The Commissioner of the Revenue shall coordinate this process with the successful contractor.
- e. The County will provide the firm with information pertaining to building permits to be worked during general reassessment. The firm shall coordinate this work with the Commissioner of the Revenue to avoid duplication of work.
- f. The County shall provide the firm a listing of the name and address of the current property owner and a description of the property as shown in the land book, including acreage and Tax Map Number.

## **ADDITIONAL INFORMATION**

### **Terms of Payment**

Invoices shall be submitted to the County monthly after the work has begun, based on the percent of parcels appraised less a ten (10) percent retainage as a performance guarantee.

All such invoices will be paid within 30 days by locality unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

## **ADDITIONAL CONDITIONS**

1. Individual discussions shall be conducted with two or more offerors deemed fully qualified, responsible and suitable on the basis of the initial responses to provide the services. Emphasis shall be placed upon the offeror's professional competence. The County may conduct repetitive informal interviews in its discretion. The offerors shall be encouraged to elaborate on their qualifications, performance data and staff expertise pertinent to the proposed project, as well as alternative concepts for meeting the requirements of the (insert project name) regulations. At the discussion stage, nonbinding estimates of total project costs may be discussed, including but not limited to life-cycle costing, and where appropriate nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors, provided such information is properly identified as such to the County. At the conclusion of discussion, on the basis of the evaluation factors published in the Request for Proposal and all information developed in the selection process to that point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.
2. 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.
3. The County reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
4. The County reserves the right to request clarification of information submitted, and to request additional information from any proposer.

5. The County reserves the right to award any contract to the next most qualified firm, if the successful firm does not execute a contract within 30 days of being notified of selection.
6. Any and all contracts resulting from acceptance of a proposal by the County shall be in a form supplied or approved by the County and shall reflect the specifications in this RFP. The County reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the County Attorney.
7. The County shall not be responsible for any costs incurred by any offeror in preparing, submitting, or presenting its response to the RFP.
8. The County reserves the right to negotiate a contract for additional services with the offeror in the event that additional related services are required during the course of performance.

## **RESULTING CONTRACT**

The successful offeror will be bound by the representations made in its response to the RFP.

## **OTHER INFORMATION**

Public notice of the award or the announcement of the decision to award any contract under this procurement shall be given by posting on the County's official website at [www.carrollcountyva.gov](http://www.carrollcountyva.gov). Public records pertaining to this procurement shall be available for inspection upon request by offerors in accordance with Virginia Code § 2.2-4342, and in any event no later than the date that the announcement of the award or decision to award is posted on the County's website at [www.carrollcountyva.gov](http://www.carrollcountyva.gov).

For additional information or explanation of the contents or intent of these specifications, please e-mail, or write your questions to:

Name:	Fran Zimmerman
Title:	Commissioner of Revenue
Address:	605-7 Pine Street, Hillsville VA 24343
Phone Number:	276-730-3083
Email Address:	<a href="mailto:frances.zimmerman@carrollcountyva.gov">frances.zimmerman@carrollcountyva.gov</a>

Upon request, the County will provide copies of this document in MS Word format (.doc) to assist with responses.

## **Appendix A, B, C & D**

Appendix A, B and C shall be signed and returned as part of any Bid.

Appendix D attached hereto “General Terms and Conditions” shall be applicable to this procurement and shall govern unless more specific terms as set forth herein are applicable in which case the more specific terms shall take precedence.

**APPENDIX A**

**CARROLL COUNTY**

**STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

Expressions of interest in response to this Request for Proposal shall be made by submitting a statement of qualifications, including background and experience of staff members who would be assigned to the work, summary of members who would be assigned to the work and a summary listing of similar projects conducted by the firm. The firm must have a proven record of experience in providing similar services. When applicable to the category of services governed by the proposal, the Offeror should address the following criteria:

1. Specific training, knowledge and experience relating to the provision of the requested services.
2. Thorough knowledge, as applicable, of all relevant federal, state and local codes, regulations, standards and requirements relating to the proposed services, including if applicable knowledge of any standards required to ensure functionality of the project as a completed whole.
3. Proven track record of success with similar services.

Each firm submitting a proposal for items included in this RFP shall prepare and submit the following information, in addition to addressing the qualifications stated above:

1. Name of Firm or Business \_\_\_\_\_
2. Business Address \_\_\_\_\_
3. Business Phone \_\_\_\_\_ Fax No. \_\_\_\_\_
4. E-mail address \_\_\_\_\_
5. How many years have you been in business in Virginia and under what names? \_\_\_\_\_  
\_\_\_\_\_
6. General Character of services provided by your firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Commonwealth of Virginia Sales Tax Registration No., if applicable: \_\_\_\_\_
8. Federal I.R.S. Identification No.: \_\_\_\_\_
9. List the places of operation:  
\_\_\_\_\_  
\_\_\_\_\_.



10. Provide a clear statement of your experience and qualifications relevant to services proposed to be provided.
11. Execute and return this Statement of Qualifications, Attachment B and Attachment C.
12. I certify that I:
  - am capable of providing the services as outlined in this proposal,
  - will comply with the rules and regulations outlined by the U.S. Code, the Code of Virginia, the County of Carroll, and all rules and regulations of the County, the Virginia State Corporation Commission, and other applicable laws and regulations.

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COMMONWEALTH OF VIRGINIA,

CITY/COUNTY of \_\_\_\_\_, to-wit:

The foregoing Statement of Vendor Qualifications was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

My Commission expires:    /    /

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Notary Public

## **APPENDIX B**

### **NON COLLUSION CERTIFICATION**

The following certifications are made:

1. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation.
2. The offeror has not offered or received any kickback from any other offeror or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
3. The offeror is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid or proposal is to be performed.
4. The offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal.
5. The offeror or subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

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# CARROLL COUNTY, VIRGINIA

\_\_\_\_\_  
Offeror

By: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY of \_\_\_\_\_, to-wit:

The foregoing Non Collusion Certification was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

My Commission expires:    /    /

\_\_\_\_\_  
Notary Public

**APPENDIX C**

The undersigned submits the following proposal desiring to provide (Real Estate Reassessment) for the County.

**Authorization:**

_____ Firm Name	_____ Date
_____ Mailing Address	_____ Phone Number
_____ State, Zip	_____ Fax Number
_____ By	_____ Title
_____ Contact Name (if different from above)	_____ Contact Phone Number

## APPENDIX D

### GENERAL TERMS AND CONDITIONS

Notice to Bidders: Any final contract between the County of Carroll ("County") and the successful bidder/offeror ("Contractor") will conform substantially to the following terms and conditions:

#### General Provisions

Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. This contract is subject to appropriations by the County.

#### Laws of the Commonwealth

- A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor represents to the County that it will:
  - 1. Conform to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
  - 2. Not employ illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986;
  - 3. Comply with federal, state and local laws and regulations applicable to the performance of the services procured; and
  - 4. Has submitted the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
  
- B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:
  - 1. The Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, disability, status as a service-disabled veteran, national origin or other status prohibited by state law, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an

equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract. All 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; and

2. The Contractor will include the provisions of the foregoing subparagraph 2.(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

The Contractor shall A) provide a drug-free workplace for its employees; B) 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 its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this subparagraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

For purposes of this sub-paragraph, "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 the provisions of the Virginia Public Procurement Act, 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.

D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free workplace, Contractor shall comply with the federal Drug Free Workplace Act.

E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the

block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

### NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

**Neither the County's selection of a charitable or faithbased provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County of Carroll, c/o Carroll County Administrator.**

### Certifications

The Contractor certifies that:

- A. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
- B. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement

for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

- C. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;
- D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
- E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

### **Warranties**

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the County. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

### **Modifications, Additions or Changes; Assignment**

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000 whichever is greater without the approval of the County. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County. The contract may not be assigned, sublet, or transferred without the written consent of the County.



## **Termination**

The County may terminate the Contract for its convenience at any time upon written notice to the Contractor. the Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's Services under this Contract.

## **Audit**

The Contractor's (and its authorized agents, state auditors, the grantor of the funds to the County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives) records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor. In addition, the County shall not be responsible for any overages not approved by change order and will deduct such amounts from the final contract payment.

## **Ownership of Documents**

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under any resulting contract shall be remitted to the

County by the Contractor upon completion, termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this contract.

### **Payment and Performance Bond**

For any Contract for construction, the amount of which exceeds \$500,000, the Contractor shall furnish to the County the bonds required under Sections 2.2-4336 and 2.2-4337 of the Code and shall otherwise fully comply with the requirements of such sections of the Code. The County reserves the right to require payment and/or performance bonds in the amount of the Contract for any other Contracts, whether or not required by such sections of the Code.

### **Required Payment**

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- A. within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the work under the Contract performed by such subcontractor, or (ii) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- B. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- C. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above.
- D. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

### **Liability Coverage**

Unless otherwise expressly excepted in the procurement announcement documents prepared by the County, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall

protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance shall at least have the coverages and be in the amounts set forth in section 12 “Insurance and Bond Requirements” set forth below and shall name the Board of Supervisors and the County as an Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia. The Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days’ notice prior to cancellation or other termination of such insurance. The County shall be named as a co-insured on all such policies and evidence of such status as a coinsured shall be provided to the County prior to the time the contract is executed by the County.

**Insurance and Bond Requirements**

The Contractor shall maintain the following insurance to protect it and County from claims under the Workmen’s Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them. The Firm agrees to indemnify, defend, and hold harmless the County and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the County or its officers, agents, or employees, alleging damage or injury arising out of the acts or omissions of Firm or its agents and employees; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the County or its officers, agents, or employees.

<u><b>TYPE OF COVERAGE</b></u>	<u><b>LIMITS</b></u>
Workers’ Compensation and Employer’s Liability including coverage under United States Longshoremen’s and Harbor Worker’s Act where applicable	Statutory limits
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.
Premises – Operations	\$1,000,000 Each Occurrence
Bodily Injury Liability and Property Damage Liability Combined	\$2,000,000 Aggregate

Including:

Underground Hazard (U)

Explosion and Collapse

Hazard (XC)

Independent Contractors – County’s Protective Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Completed Operations - Products Liability Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between County and Contractor	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury with Employee’s Exclusion C deleted	\$2,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Contractor	\$1,000,000 Per Accident
Umbrella/Excess Liability	\$2,000,000 Each Occurrence \$2,000,000 Aggregate
Professional Liability Insurance	\$2,000,000 Limit of Liability (When applicable to the services to be provided under the contract)

- A. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the County for damage thereto.
- B. The County reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

## **Environmental Management**

The Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable. If the County should have to defend any enforcement action against it relating to the services provided by the Contractor under the Agreement, the Contractor shall indemnify and hold harmless the County for any such actions, including reimbursing the County for all costs associated with defending such actions, attorneys fees and costs, and shall correct without cost to the County any defects or deficiencies found that are directly attributable to the Contractor.

## **No Waiver**

Any failure of the County to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

## **Loss or Damage in Transit**

Delivery by the Contractor to a common carrier does not constitute delivery to County. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The County accepts title only when goods are received regardless of the F.O.B. point. The County will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by the County to the carrier and the Contractor within seven days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the County, the Contractor may deduct the amount of damage or loss from his or her invoice to the County in lieu of replacement.

## **Choice of Law**

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

## **Forum Selection**

The parties hereby agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Carroll County, Virginia or if appropriate jurisdiction exists, in the United States District Court for the Western District of Virginia.

## **Severability**

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

## **[Limitation of Liability]**

The Contract is subject to annual appropriation by the Board of Supervisors of Carroll County. Neither the Contract nor any amount due or to become due under the Contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including Carroll County, Virginia. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the County of Carroll, shall be obligated to pay any amount due or to become due under this Contract except from funds annually appropriated by the Board of Supervisors of Carroll County for such purpose.

## **Notices**

All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery or telegram to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the County shall be sent to:

Administrators Office  
Carroll County Government Complex  
605- 1 Pine Street  
Hillsville, VA 24343

Stephen V. Durbin, Esq.  
County Attorney  
150 Peppers Ferry Rd, NE  
P.O. Box 2009  
Christiansburg, VA 24068-2009

## Contractual Claims Procedure

- A. Contractual claims or disputes by Contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after the event giving rise to such claim; provided, however, that Contractor shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the County concerning any pending claim, the Contractor shall promptly notify the County by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the County or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- C. The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.