RFP
GENERAL REASSESSMENT

PUBLIC NOTICE
REQUEST FOR PROPOSALS
GENERAL REASSESSMENT OF REAL PROPERTY

SOUTHAMPTON COUNTY, VIRGINIA

Southampton County, Virginia is accepting written proposals to perform a General Reassessment of Real Property, excluding public service properties, in accordance with **Section 58.1-3252 et. seq.** of the *Code of Virginia*, 1950, as amended, until **4:00 p.m., EST, July 7, 2010.**

Submittals, in ten (10) copies, clearly marked "Proposal for General Reassessment of Real Property" may be delivered or mailed to arrive by the specified closing time to:

Michael W. Johnson, County Administrator
Post Office Box 400
26022 Administration Center Drive
Courtland, Virginia 23837

Proposals by facsimile or email will not be accepted. Any proposal received after 4:00 p.m. on the date specified hereinabove, whether by mail or otherwise, will be returned unopened. Please note that overnight courier services cannot always guarantee delivery to Southampton County by 4:00 p.m. and plan accordingly.

Specifications and other Contract Documents are on file and available for pick up from 8:30 a.m. to 5:00 p.m. on weekdays, except holidays, in the County Administrator's Office, Southampton County Office Center, 26022 Administration Center Drive, Courtland, Virginia or on the county's internet website, www.southamptoncounty.org

Selection process will be competitive negotiation as outlined in the *Virginia Public Procurement Act.*

Southampton County reserves the right to reject any or all proposals submitted and/or waive any informalities.

For additional information, contact:

Mrs. Amy B. Carr, Commissioner of the Revenue; or
Mr. Michael W. Johnson, County Administrator
26022 Administration Center Drive,
Courtland, Virginia 23837
(757) 653-3030 (Commissioner of the Revenue)
(757) 653-3015 (County Administrator)
abcarr@co.southampton.state.va.us; or
mikejohnson@co.southampton.state.va.us

COUNTY OF SOUTHAMPTON
Michael W. Johnson
COUNTY ADMINISTRATOR

INSTRUCTIONS TO OFFERORS

Issue Date: June 16, 2010

Name of project: GENERAL REASSESSMENT OF REAL PROPERTY

Issuing agency: Southampton County, Virginia

Location where work is to be performed: Southampton County, Virginia

Commencement date: On or about August 6, 2010

Completion Date: Project must be completed in time for reassessment to become effective January 1, 2012.

General Information: Southampton County is located in southeastern Virginia with a population of approximately 18,600. It has approximately 16,200 parcels of real property, approximately 460 of which are non-taxable. The 16,200 parcels includes several parcels that are combined in a single account – for pricing purposes there are 12,321 taxable accounts and 458 non-taxable accounts. The county has been on a six (6) year reassessment cycle with the latest general reassessment effective for the tax year beginning on January 1, 2006.

The successful offeror is expected to assist the BOARD OF ASSESSORS in making a complete, uniform reassessment of all real property within Southampton County, EXCEPT real property owned by Public Service Corporations. The values assigned by the successful offeror shall be 100% fair market value as required by the Constitution of Virginia and applicable Virginia statutes. The successful offeror shall exercise special diligence to assure uniformity and equality among property classes.

PROJECT SPECIFICATIONS

1. PROPOSAL PREPARATION, SUBMITTAL REQUIREMENTS, & AWARD PROCEDURES:

1.1 SUBMITTAL: Proposals shall be submitted on forms enclosed and other necessary documentation, in a sealed envelope, no later than July 7, 2010 @ 4:00 PM to:

Michael W. Johnson, County Administrator
Southampton County
Post Office Box 400
26022 Administration Center Drive
Courtland, VA 23837

and shall be identified as:

"PROPOSAL: GENERAL REASSESSMENT OF REAL PROPERTY"

1.2 **PROPOSAL ENVELOPE:** Offeror's name and address shall be clearly marked on the outside on the sealed proposal envelope.

1.3 **PROPOSAL FORMS**: All proposals shall include the forms provided by Southampton County in these Proposal Documents and shall also include any additional documentation required to meet the requirements of this proposal. The Offeror shall acknowledge inclusion of required items in the proposal by marking the appropriate blanks on the proposal form. By signature on the Proposal Form, the Offeror agrees to comply with all terms and conditions of the proposal documents, including addenda, unless otherwise agreed to in writing by the county.

1.4 **CLARIFICATION OF TERMS**: Questions regarding the instructions to offerors shall be directed to Mr. Michael W. Johnson, County Administrator. All questions shall be submitted, in writing, no later than ten (10) days before the proposal opening date. Any revisions to these instructions shall be made only by addendum issued by Southampton County, shall be considered part of the proposal documents and upon closing a contract become a part thereof. The number of addenda received and included in the proposal shall be indicated on the Proposal Form.

1.5 **RECEIPT OF PROPOSALS**: Proposals shall be received at the address listed on the face of the proposal documents in accordance with the date and time designated. Each Offeror shall submit ten (10) exact copies of their proposal package. Proposals received after the time indicated shall not be considered.

1.6 **CONTRACT AWARD PROCEDURE**:

A. Following receipt of these proposals, a county evaluation committee shall review and rank all proposals to determine those it deems fully qualified and best suited based on the evaluation factors included in the Request for Proposals.

1. INFORMATION: The Offeror is responsible to describe clearly and specifically the plan or methodology to be used and the services which are included in the proposal. The Offeror shall demonstrate in its proposal evidence of overall professional skill and experience; the professional qualifications of staff to be assigned to project; knowledge of local conditions; time schedule for all phases including completion date; public awareness and education plan. The offeror shall also provide a lump sum price to complete the project. All information provided shall be of sufficient detail to enable the county to determine easily if the firm meets the requirements of the solicitation. For initial evaluation purposes, only the information furnished with the proposal will be considered. Failure to furnish adequate data for evaluation purposes may result in the proposal being declared nonresponsive.

2. NEGOTIATIONS AND AWARD: Negotiations shall be conducted with two or more of the Offerors deemed by the county to be fully qualified and best suited. 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 after ten (10) days public notice of its intent and approval of the Board of Supervisors, shall award the Contract.

i. Negotiations may also include, at no additional cost to Southampton County, an oral presentation of the proposal by the Offeror to the county's evaluation committee and/or submission of additional clarifying and/or amplifying written information.

ii. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is more highly qualified than the others under consideration are, a Contract may be negotiated and, after ten (10) days public notice of intent, awarded to that Offeror.

3. CANCELLATION OF REQUEST FOR PROPOSALS OR REJECTION OF PROPOSALS: The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

B. EXECUTION AND DELIVERY: By submitting a proposal, the Offeror agrees that if awarded the Contract for the work outlined in their proposal it shall execute and deliver the Contract, unchanged unless agreed to by the county prior to the award of the Contract, within five (5) business days after notification of the county's intent to award.

1. The signature of the Contractor's Agent shall be in the presence of and attested to by an authorized Notary Public.

2. In the event that the Offeror's proposal is accepted and the Offeror fails or neglects to execute and deliver the Contract within the aforementioned time limit, it is agreed that Southampton County shall have the right to rescind the Contract and to receive liquidated actual damages in the sum of one thousand dollars ($1,000.00) for the failure or neglect of the Offeror to properly execute and deliver the Contract.

C. NO AWARD: Should no award be made within sixty (60) business days of the proposal opening, all proposals will be rejected and all guaranties returned.

1.7 REJECTION OF PROPOSAL AND WAIVER OF INFORMALITIES: Southampton County reserves the right to reject any or all proposals and to waive informalities in the proposal process.

2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS:

A. The terms "County", "Southampton County", and "County of Southampton" shall all mean the County of Southampton, Virginia through its governing body, hereafter referred to as the "Southampton County Board of Supervisors", "Board of Supervisors", or the "Board", or its agent(s) and/or representative(s). The Board shall have general supervision and direction of the work.

1. The Southampton County "Agent" shall be the official(s) with the authority to sign the Contract on behalf of the County.

2. The Southampton County "Representative" shall mean one or more individuals authorized by the County to observe progress, approve schedules and accept services under the terms of the Contract. The County shall notify the Contractor in writing of the authorized representative(s) other than those indicated on the face on this document.

3. The Agent and Representative may or may not be the same individual(s).

B. The terms "Contractor" and "Offeror" shall mean the person, firm, or corporation submitting the proposal and named in the Contract.

C. The term "Subcontractor" shall mean those having a direct contract with the Contractor.

2.2 **PRECEDENCE OF TERMS:** In the event there is a conflict between the general terms and conditions and any special terms and conditions, which may be included in this solicitation for use in this procurement, the special terms and conditions shall apply.

2.3 **QUALIFICATIONS OF OFFEROR:** Contractors shall be duly licensed and/or certified as required by law to perform the specified work in the Commonwealth of Virginia. Southampton County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work specified. The Offeror shall furnish to Southampton County such information and data for this purpose as may be requested. Southampton County reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Southampton County that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

2.4 **ASSIGNMENT OF CONTRACT**: The contract shall not be assignable by the Contractor in whole or in part without the written consent of Southampton County.

2.5 **ETHICS IN PUBLIC CONTRACTING:** By submitting a proposal, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal; and that they have not conferred on any public employee having official responsibility a subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

2.6 **ANTI-DISCRIMINATION:** By submitting a proposal, all Offerors certify to Southampton County that they shall conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians with Disabilities Act*, the *Americans with Disabilities Act* and Section 11-51 of the *Virginia Public Procurement Act* which provides:

A. During the course of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because or race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

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

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

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

2.7 **INSPECTION:** Southampton County reserves the right to conduct any inspection it may deem advisable to assure services conform to the specifications.

A. Following any such inspections, Southampton County shall have the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract. It shall also have the authority to reject any, and all work that does not conform to the contract, to direct the application of forces to any portion of the work as in its judgment is required, and to decide questions which arise in the execution of the work.

1. The Contractor shall, at no additional charge to the County, promptly correct all work not accepted by Southampton County.

2. All corrections shall be to the satisfaction of the County prior to payment for that portion of the work.

B. The Board, its authorized representatives and/or agents, and all other federal state, and local agencies having an interest in the project, shall have access to the work throughout the term of the contract.

2.8 **CHANGES TO THE CONTRACT**: Changes may be made to the contract in any one of the following ways:

A. Southampton County may order changes within the general scope of the contract at any time by written notice to the Contractor. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred because of such order and shall give Southampton County a credit for any savings. Said compensation shall be determined in the following methods:

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

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

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

C. No-fixed price contract may be increased by more that 25 percent (25%) of the amount of the contract or $10,000, whichever is greater, without advance written approval from the Southampton County Board of Supervisors.

2.9 **DEFAULT:** In case of failure to perform work or deliver goods or services in accordance with the contract terms and conditions, Southampton County, after three (3) days oral or written notice, may procure them from other sources and hold the Contractor responsible for any additional purchase and administrative costs. This remedy shall be in addition to any other remedies Southampton County may have, and shall not be construed by the Contractor as a release of its obligations under the contract. Should the Contractor, in the judgment of the

County, be found in default, Southampton County reserves the right to cancel the remaining portions of the Contract immediately.

2.10 **APPLICABLE LAWS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. The Contractor shall give all notices and comply with applicable federal, state, and local laws, regulations, rules, and governing codes.

A. If the Contractor observes that the work is in violation of such laws, regulations, or governing codes as drawn or specified, the County shall be notified in writing and any resultant changes or cancellation shall be made as provided elsewhere in this document. If the Contractor performs any work knowing it to be contrary to such laws, regulations, rules or governing codes, and without such notice to the County, it shall bear all costs arising there from.

B. All permits, fees, and licenses necessary for the performance and completion of the work shall be secured and paid for by the Contractor, as well as patent and/or user fees and royalties, unless otherwise specified.

C. All procedures shall be restricted to those established by industry standards as good and acceptable practices and all equipment used shall be in a state of good repair throughout the term of the Contract.

3. SPECIAL TERMS AND CONDITIONS

3.1 **PROPOSAL FORM, PROPOSAL DOCUMENTS, AND SPECIFICATIONS**: The proposal form, all proposal documents, and specifications shall be part of the Contract.

3.2 **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties that Southampton County shall be bound hereunder only to the extent of the funds which have been appropriated or which may hereafter be appropriated for this purpose. It is anticipated that funds shall be available.

3.3 **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it shall have the following insurance coverages in place at the time the work commences. Additionally, that it shall maintain these during the entire term of the contract and that all insurance coverages shall be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

A. Insurance Coverages and Limits Required:

1. WORKER'S COMPENSATION - Statutory requirements.

2. EMPLOYER'S LIABILITY - Statutory requirements.

3. GENERAL LIABILITY - $1,000,000.00 combined single limit. Southampton County is to be named as an additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Complete Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

4. AUTOMOBILE LIABILITY - $500,000.00.

5. SPECIAL HAZARDS. In the event of the possibility of special hazards existing in the work contemplated, such hazards shall be covered by a rider to the policy or policies required in A.3. above, in amounts not less than those stipulated in A.3. If any special hazard is encountered during the performance of this contract, the Contractor shall, prior to performing any work involving the special hazard, immediately proceed with the procuring of such insurance.

B. The work performed under this Contract in every respect shall be at the sole risk of the Contractor, except damage or injury caused directly by representatives or employees of the County.

C. Nothing in this Document shall be construed to relieve the Contractor of maintaining any other insurance that they may be legally obligated to maintain.

D. A certificate showing Offeror's minimal coverages shall be included with the proposal.

3.4 BONDS:

A. PERFORMANCE AND PAYMENT BONDS. Upon award of the contract, the successful Offeror shall be required to furnish surety bonds, or an acceptable letter of credit, payable to Southampton County, in the amount of one hundred percent (100%) of the estimated total contract amount, guaranteeing the performance of the contract, and the payment of all persons having direct contracts with them for labor and materials, for a minimum period of six (6) months after cancellation of the contract upon default or the end of the contract period or any extension thereof, whichever occurs first. By submitting a proposal, all Offerors certify that they have received advance agreement for issuance of the necessary bonds and letters of credit from a surety and/or other financial institution, acceptable to the County Attorney, should they be awarded the Contract for the work specified herein. The Offerors further understand that failure to provide the required bonds and/or letters of credit at the time of award of the Contract may result in their immediate disqualification without recourse. The County Attorney shall approve the form of bond or letter of credit.

1. The performance and payment bonds shall take effect upon commencement of the Contract and shall continue for a minimum period ending six months after cancellation of the contract due to default or the end of the contract period or any extension thereof, whichever occurs first.

2. For letters of credit issued for periods less than the minimum period indicated for performance and payment bonds in B.1. above (e.g., issued annually), coverage shall not lapse prior to six months after cancellation of the contract due to default or the end of the contract period or any extension thereof, whichever occurs first. The renewed letters of credit shall be received by the County no less than sixty (60) business days prior to the expiration of the existing letter of credit.

3. Upon request of the Contractor, the Board of Supervisors may reduce the surety when one-half of the project is completed.

3.5 INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Southampton County, its Officers, agents and employees from any claims, damages, and actions of any kind, whether at law, or in equity, arising from or caused by the use of any materials, goods,

services or equipment, of any kind, or nature provided by the Contractor, or any act of the Contractor and/or its officers, employees or agents provided that such liability is not attributable to the sole negligence of the using agency or failure of the using agency to use the materials, goods, services or equipment in the manner already and permanently described by the Offeror on the materials, goods, services, or equipment delivered.

3.6 **CANCELLATION:** Southampton County reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor.

3.7 **OBLIGATION OF THE OFFEROR:** By submitting a proposal, the Offeror certifies that they have inspected the proposal documents, are aware of the work to be performed, and familiar with the sites and the conditions under which the work must be accomplished. The obligation is fully understood by the Offeror and they shall not make any claim for, nor have a right to cancellation or relief from the contract because of any misunderstanding or lack of information.

A. The Offeror understands that it is the intent of these documents that the work be completely performed in every respect, and that no additional compensation shall be allowed for minor tasks necessary to complete the work.

B. Should any work or materials be required which are not detailed in the Scope of Work/Specification, either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the County's intent thereof, the Contractor is to understand the same to be implied and required, and shall perform all such work and furnish any such materials as fully as if they were particularly delineated and described.

3.8 **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Southampton County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications, and experience of their subcontractors, and any other information requested by Southampton County. The Contractor shall remain fully liable and responsible for the work to be done by it subcontractor(s) and shall assure full compliance with all requirements of the Contract.

3.9 **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this Contract of its forces and all subcontractors utilized, using the best skill and attention possible. The Contractor agrees that they are fully responsible for the acts and omissions of their own employees and the acts and omissions of all subcontractors and of persons employed by them.

3.10 **DRUG FREE WORKPLACE**: The Contractor acknowledges and certifies that it understands that all its employees and those of its subcontractors may be subject to random drug testing and that the following acts by the Contractor, its employees, and/or agents performing services or work specified herein or otherwise on County property or in the County's behalf, are prohibited:

A. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and

B. Any impairment or incapacitation from the use of alcohol or other drugs.

3.11 MINORITY AND WOMEN-OWNED BUSINESSES: It is the policy of Southampton County that the County and its employees undertake every effort to increase the opportunity for utilization of minority-owned and woman-owned businesses in all aspects of procurement to the maximum extent feasible. Accordingly, the Contractor agrees:

A. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that minority-owned and woman-owned businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

B. As used in this contract the term "minority-owned business" means a business or other entity that is at least fifty-one (51) percent owned and controlled by one or more socially and economically disadvantaged person(s). For purposes of this definition, the term "control" shall mean exercising the power to make policy decisions and being actively involved in day-to-day management. Such disadvantage may arise from cultural, racial, chronic economic circumstance or background or other similar cause. Such persons include, but are not limited to, Black Americans, Hispanic Americans, Asian Americans, Eskimos, and Native Americans.

C. As used in this contract the term "woman-owned business" means a business or other entity that is at least fifty-one (51) percent owned and controlled by one or more women. For purposes of this definition, the term "control" shall mean exercising the power to make policy decisions and being actively involved in day-today management.

3.12 PROPERTY DAMAGES: Any damage to property of the County, the property of its employees or the general public resulting from the performance of this contract shall be repaired immediately and to the satisfaction of Southampton County at the Contractor's expense.

3.13 USE OF PREMISES: The Contractor expressly undertakes, either directly, or through their subcontractors to perform this work in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work and agrees to comply with all federal, state, and local laws and regulations relating to the activities. The Contractor shall take all necessary safety precautions, so as not to endanger their employees, County personnel, or the general public during the performance of the specified work.

3.14 PUBLIC RELATIONS: The Contractor shall provide a public relations plan and endeavor to promote good public relations with all taxpayers and the general public. The public relations plan shall include the following as a minimum.

A. REPRESENTATIVE. Throughout the contract period, the Contractor shall furnish a well-informed representative to speak with and make presentations to local civic organizations and/or concerned citizens who may have questions relating to the reassessment process, at the County's request. Presentations may include, but are not limited to, films, literature, overheads, and/or computer demonstrations.

B. GUIDELINES. All employees and/or agents of the Contractor having contact with the taxpayers and the general public shall comply with the following guidelines during the contract period:

1. Be courteous and pleasant in all personal and/or phone contact. Always speak clearly and professionally.

2. Dress neatly and appropriately.

3. Cars are to be clean, in good repair, and clearly identified on its exterior as a reassessment vehicle. Obey all traffic and speed regulations. Park only in appropriate places. Do not park near school areas or playgrounds. Do not sit in car when parked in front of dwelling.

4. Use walkways and driveways as often as possible when walking up to or around houses.

5. Wear a prominently displayed, picture identification badge. When approaching the property owner or occupant, identify yourself immediately giving personal name, company name, and reason for visit. Knock on each door when visiting the property to alert the property owner of your presence.

6. Enter a home only if invited by an adult owner. Do not gather information from children or enter a home where children are alone. (In all cases – USE DISCRETION.)

7. With the exception of formalities (i.e., greetings), conversations shall be limited to discussion of the business at hand. Do not discuss taxes or property values; argue about any issue; nor joke or tease with anyone during the course of performing duties.

8. Do not linger in or around a dwelling. Complete the appraisal and move on.

9. Smoking shall not be permitted in County buildings, or in the presence of taxpayers or the general public when conducting business on behalf of the County.

10. All employees and/or agents of the Contractor are advised to avoid situations that knowingly place them in physical danger. If uncomfortable in approaching a particular property or owner alone, employees/agents are advised to have a supervisor accompany them in such cases. For more difficult situations, at the request of the Contractor, the County may provide an armed deputy to accompany the appraiser and supervisor.

C. CONDUCT AND ATTITUDES. Southampton County reserves the right to require the removal from this project of any person(s) who, in its judgment, consistently fails to meet the above standards of conduct. Sexual advances and /or harassment in any form towards a taxpayer or member of the general public shall be grounds for immediate removal from the project. Persistent problems with the overall conduct and/or attitudes of the Contractor's employees or agents may result in the Contractor being declared in default.

3.15 CONTRACTOR'S SUPERVISOR: The Contractor shall provide, at all times during the performance of the work, a competent supervisor satisfactory to the County. Such supervisors shall have the authority to make decisions on behalf of the Contractor regarding work specified in these documents. Southampton County reserves the right to require a new supervisor at any time during the term of the Contract for any reason acceptable to it.

A. NOTICE. Any directions or notice given to such supervisor by the County shall be deemed served to the Contractor.

B. ACCESSIBILITY. The supervisor, or other individual(s) with the authority to make decisions on behalf of the Contractor regarding the specified work, shall be accessible at all times during the contract period through a reasonably convenient means acceptable to the County and which shall not to result in additional cost to Southampton County.

3.16 USE OF COUNTY'S RECORDS AND MAPS: Two copies of the County's most current property tax maps with zoning shall be made available to the Contractor. Tax records, data, and information in possession of the county pertaining to properties covered by these specifications shall be made available to the Contractor at the discretion of the Commissioner of the Revenue. GIS data layers for Southampton County are available online at the County's website for the Contractor to use in study, analysis, and field work. Data layers include parcels, structures, roads, aerial images, etc.

3.17 RECORD CARDS/DISK: Suitable records shall be designed jointly by the Contractor and the County to meet the requirements of the County.

A. The records shall be designed so as to show all items of information in connection with the construction, age, size, condition, depreciation, outline sketch of all major building improvements, and pricing data for each building together with the owners name, address, legal description, map number, etc. The Contractor shall provide a photograph of each main structure and all photographs are to be downloaded onto the County's computer system.

1. Additionally, this record shall show all criteria used in determining land value and classification, plus an area for recording total land and building values, etc.

2. On acreage parcels where residences are located, each house or mobile home site shall be set out and valued separately.

3. Real estate in agricultural, horticultural, forest or open space use (i.e., those parcels enrolled in the Land Use Program), shall be evaluated on the basis of those indicia of value which such real estate has for agricultural, horticultural, forest or open space use, and the real estate taxes shall be levied upon the use value so determined. In addition to his/her own personal knowledge, the Contractor shall consider recommendations from the State Land Evaluation Advisory Council (SLEAC) when determining use value. The Contractor shall make a note of qualifying and non-qualifying acreage and shall work with the Commissioner of the Revenue to best determine qualifying acreage. The Contractor shall also determine the fair market value, as applied to other real property in Southampton County, for each parcel enrolled in the Land Use Program, and the record cards/disk shall contain both the use value and the fair market value for each parcel as required by Section 58.1-3236 of the *Code of Virginia.*

B. The firm shall furnish appraisal records that shall be processed by computer as well as hard copies of appraisal cards for each property printed in alphabetical order following conclusion of the hearings. One thousand (1,000) blank appraisal cards shall also be provided to the County.

C. The County shall make available to the firm the County's computer filing listing with pertinent information such as existing name of owner, mailing address, property description, existing map number, and an indication as to whether improvements are presently assessed to the property.

D. At the end of the reassessment project, the firm shall provide the County with an updated disk (compatible to our system) with all pertinent reassessment information as required by the County and in a format compatible with the County's reassessment software for our Real Estate files in order to produce the Real Estate Land Book.

3.18 BUILDING PERMITS AND PROPERTY TRANSFERS: The Contractor shall coordinate its efforts with the Commissioner of the Revenue's office in appraising new construction and additions during the term of this contract. New construction and additions shall be updated by the Contractor through December 31, 2011. Transfers and zoning changes shall be updated by the Contractor through September 1, 2011.

3.19 NOTIFICATION OF VISIT: Each property shall be visited by a qualified, experienced appraiser. If the owner cannot be located, a call-in or mail-in notification card shall be left to notify the property owner that his property is being appraised. These notification cards shall be supplied by and addressed to the Contractor. The form (doorhanger) and substance (content) of such cards shall be subject to advance approval by the County.

3.20 NOTICE OF CHANGE OF ASSESSMENT: Reassessment notices shall be prepared and mailed by the Contractor to all real property owners after providing advance written notice to the Commissioner of the Revenue. Such notice shall be sent by postpaid mail at least fifteen days in advance of the hearing date(s) established by the Contractor for property owners to protest any changes. Such notice shall fully comply with the provisions of Section 58.1-3330 of the *Code of Virginia*, and shall clearly set out the time and place at which persons may appear before the Contractor and present their objections. The notice shall also include information on the date and time that the Board of Supervisors will accept public testimony on the real estate tax rate if such assessment has resulted in a tax increase as described in Section 58.1-3321 of the *Code of Virginia*. The notice shall also contain the deadline by which all applications pending before the Board of Equalization shall be finally disposed as required by Section 58.1-3378 of the *Code of Virginia*.

3.21 BOARD OF EQUALIZATION HEARINGS & APPEALS: Hearings shall be conducted by the Equalization Board in a mutually agreed upon time and place designated and furnished by the County for an approximate period of four (4) weeks. The County shall give public notice of the hearings as prescribed in Section 58.1-3378 of the *Code of Virginia*.

A. STAFF SUPPORT TO EQUALIZATION BOARD. The Contractor shall provide, at no additional cost, qualified well-informed personnel, satisfactory to the County, to be assigned as staff support to explain, discuss, and hear all inquiries concerning values established. The Contractor shall assist the Equalization Board in substantiating the assessed value in question and the **method employed in the reappraisal as a whole**, including, but not limited to, attendance at all meetings and field review of all properties of disputed value, as required by the Equalization Board. Additionally, the Contractor shall furnish recommendations for the disposition of any such inquires.

B. CLERICAL SUPPORT TO THE EQUALIZATION BOARD. The Contractor shall provide, at no additional cost, at least one (1) clerical support personnel as needed, satisfactory to the County, to be assigned to the Equalization Board. Among other things, the clerical support person shall be responsible for preparation of minutes of all meetings of the Board, for entering all orders made by the Board, and promptly notifying all affected taxpayers and the commissioner of the revenue of any increases or decreases ordered by the Board. The clerical support personnel shall be thoroughly trained on use of the County's appraisal software by the Contractor.

C. CLERICAL SUPPORT FOR SCHEDULING OF HEARINGS. The Contractor shall also provide, at no additional cost, clerical support personnel to assist in the scheduling of assessment hearings.

D. COURT APPEALS. In the event of an appeal(s) to the Courts, the Contractor shall furnish such competent witness or witnesses, and supporting evidence as may be required by the County to defend the valuations of the properties in question. It is specifically understood that the firm shall furnish said witness(es) and evidence for all Court appeals filed within four (4) years from January 1, 2012, at no additional expense to the County.

3.22 **PERSONNEL:** The firm shall use only qualified, experienced appraisers of good character and shall use an adequate number in order to expeditiously perform work in the time allotted in a quality manner. Other employees shall have sufficient education, skill, and experience to properly perform the work assigned to them. Southampton County reserves the right to require the removal from this project any person(s) who in its judgment does not meet acceptable standards of performance and/or experience.

A. APPRAISAL EXPERIENCE. Upon request, any employee or agent of the Contractor shall provide, through the Contractor, satisfactory proof in affidavit form as to his/her appraisal experience in their particular field.

B. METHODOLOGY & PROCEDURES. The Contractor shall make available qualified, well-informed personnel, satisfactory to the County, to advise and inform the Commissioner of the Revenue and her staff in the methods and procedures used during the course of the reassessment project.

C. IMMEDIATE FAMILY RESTRICTION. The Contractor agrees that it shall not appraise, assess, or reassess any real property of any partner's or employee's or agents immediate family during the course of this contract. Outside appraisers shall be obtained at the expense of the Contractor to make the aforementioned appraisal(s), assessment(s), or reassessment(s). Immediate family is define as spouse, child, mother, father, brother, sister, son or daughter in law, mother or father in law, brother or sister in law, or anyone in the same household as a partner or employee.

D. IDENTIFICATION. The Contractor shall furnish picture identification cards to all field workers and appraisers. At a minimum, the cards shall include the firm name, and the employee's picture, name, title, and signature. The form and substance of the card shall be subject to approval by the County.

1. DISPLAY OF PICTURE ID. The picture ID shall be prominently displayed on the person of the Contractor's employees or agents at all times while in the field.

2. RETURN OF IDENTIFICATION. It shall be the Contractor's responsibility to ensure the proper return and disposal of all field identification cards by all its employees and/or agents upon the completion of their responsibilities for this project or the conclusion of the reassessment process, whichever comes first. The Contractor shall maintain, on file, the names of all voluntarily or involuntarily terminated employees who fail to return their identification cards.

3.23 **OFFICE & EQUIPMENT:** Southampton County shall provide local office space and office furnishings for the assessment. The County shall furnish one (1) telephone extension to the Contractor's local office for reassessment-related calls only. The County shall provide

interview and clerical office space for the Contractor's employees assisting the Equalization Board during the scheduling and hearing process.

3.24 **PRINTING & POSTAGE:** The Contractor shall develop, print and mail the reassessment notices. The Contractor shall also supply all necessary doorhangers.

3.25 **NO EXTRA CHARGE**: The Contractor shall dutifully perform and complete the specified work at the contracted price. Extra charges will not be allowed.

3.26 **LIQUIDATED DAMAGES:** If the project is not completed in accordance with the schedule agreed upon in the contract, the Contractor shall pay liquidated damages amounting to five percent (5%) of the total contract.

4. SCOPE OF WORK

4.1 **GENERAL:** To perform a General Reassessment of Real Property in the County of Southampton, Virginia, excluding public service properties, in accordance with Section 58.1-3252 et. seq. of the *Code of Virginia*, 1950, as amended.

4.2 **PROPERTIES INCLUDED/EXCLUDED:** The appraisal firm shall make a complete General Reassessment for all real property within the County, excluding public service corporation properties and including all non-taxable properties and the classification of all real property in accordance with State requirements.

4.3 **VALUES:** All estimated and stated values shall be on a basis of 100% of "fair market value" as defined by the State Constitution, applicable statutes, and recent case law. For those properties enrolled in the Land Use Program, use values shall be determined on a basis of those indicia of value which such real estate has for agricultural, horticultural, forest or open space use. The Contractor shall consider recommendations from the State Land Evaluation Advisory Council (SLEAC) when determining use value.

4.4 **CONTRACTOR:**

The Contractor shall:

A. Assist the BOARD OF ASSESSORS in establishing the fair market value of each of the properties within Southampton County.

B. Understand that in all cases uniformity and equality are required under the laws of the Commonwealth of Virginia with respect to classes of property, and ensure that all aspects of the reassessment program are conducted in accordance with the laws of the Commonwealth of Virginia.

C. Become thoroughly familiar with the County's existing computer capabilities. Any software the appraisal firm uses must interface with Southampton County's existing computer system.

D. Review all appraisals with the Equalization Board.

E. Furnish appraisal records and an updated disk as described elsewhere in these documents.

F. Provide ongoing staff support to the Board of Equalization, and expert witness testimony, and supporting evidence, as necessary.

G. Conduct a Sales Study, a Sales Survey Land Appraisal, a Construction Cost Analysis, and Field Analysis.

H. Perform all normal and necessary duties, whether or not expressed or implied in these proposal documents, but nevertheless consistent with the successful completion of this project.

4.5 SALES STUDY, SALES SURVEY LAND APPRAISAL: The Contractor shall perform appropriate comprehensive sales data analyses prior to the appraisal of any real property in the County. These analyses shall include at least seventy-five percent (75%) of sales and transactions from the various classes of real property found in the County and shall take into account difference in geographic areas. Pertinent data regarding these transactions shall be recorded in a format mutually agreed to by the Contractor and the County.

A. These studies in conjunction with the Construction Cost Analysis Study shall form the basis of determination of fair market value and shall become the property of the County at the completion of the project or termination of the contract, whichever is first.

B. These studies shall be submitted to the County Administrator and the Commissioner of the Revenue prior to the initiation of any field work, and all analyses shall be made available to the Administrator and the Commissioner throughout the reassessment process.

4.6 CONSTRUCTION COST ANALYSIS STUDY:

The Contractor shall:

A. Make an investigation of all items of construction cost through the County's Building Department and local contractors. These costs shall encompass material prices in various qualities and quantities normally used in residential, commercial, and industrial construction within the County.

B. Make a construction cost study, which shall include material costs, prevailing wage scales, labor resources, overhead, profit, A & E fees, and all other factors, which impact upon the cost of building construction within Southampton County.

1. Separate unit costs shall be determined for the different types of construction, as well as paving, availability of public utilities, fencing, wells, septic systems, etc.

2. Some random testing against known building costs shall be made to verify the accuracy of the cost studies.

C. These studies in conjunction with the Sales Study and Sales Survey Land Appraisal shall form the basis of determination of fair market value and shall become the property of the County at the completion of the project or termination of the contract, whichever is first.

D. These studies shall be submitted to the County Administrator and Commissioner of the Revenue for approval prior to the initiation of any field work, and all analyses shall be made available to the Administrator and Commissioner throughout the reassessment process.

E. The Contractor shall provide a rate book to the Commissioner of the Revenue which shall include at a minimum the dwelling rates for single family dwellings and manufactured homes, the rates for accessory buildings, and the rate per acre for all categories of real property including timber, home sites, commercial sites, commercial buildings, as well as other pertinent rates.

4.7 FIELD LISTING AND APPRAISAL:

A. RESIDENTIAL PROPERTIES: The Contractor shall make a complete exterior inspection of all improvements not previously assessed.

1. All structures covered in the last general reassessment shall be visited, verified, AND remeasured.

2. For structures not included in the last general reassessment, the appraisal company shall measure, sketch and record the detail of each structural improvement. Details shall include recordation by component parts building subsystems, number of rooms, and all other data required for the record card.

3. The Contractor shall record the physical (street) address for each addressed structure.

B. 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.

1. 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.

2. Income and expense market data shall be used where applicable and available in appraising the properties.

3. All apartments of four or more dwelling units designed or redesigned for such occupancy, and all groups of apartment buildings are to be classified as to analysis of income and expense data, if obtainable.

4. The income approach to value must be considered in apartment appraisals and where actual rents are not available, economic rental estimates shall be used.

C. INDUSTRIAL PROPERTIES. Small industrial plants shall be appraised in the same manner as other commercial properties. For the more complex industrial properties considered major industrial complexes, a complete, separate report, summarized, typed, and bound shall be furnished.

1. This report 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.

2. All yard improvements shall be listed individually and shall be valued and numbered and shown in its proper location and size with the name of the building as known to the industry shown.

3. The market and income approach to value shall be utilized, if applicable.

D. MOBILE HOMES, MODULAR HOMES, AND DOUBLE WIDES. All mobile homes, modular homes, and doublewide homes eligible to be classified as Real Property under the Virginia Statutes shall be appraised. The owners of all mobile homes shall receive a Notice of Assessment change at the same time as other property owners, regardless of the fact that the structure may be classed as personal property.

E. RURAL PROPERTY. Farm dwellings shall be visited and inspected in the same manner as residential buildings. All farm buildings shall be measured, spotted and numbered in relation to the main dwelling on the fieldwork sketch card and listed according to its use, type of construction, size, age and condition. These improvements shall be appraised at their fair market value.

F. OTHER PROPERTY. All other property not covered previously and required by law to be appraised by the County shall be appraised at market value using acceptable appraisal standards.

4.8 SCHEDULE AND PROGRESS REPORTS:

A. STUDIES. The Contractor shall provide a schedule for commencing work on the Sales Study, Sales Survey Land Appraisal, and Construction Cost Analysis and a schedule for submitting such studies to the County Administrator and Commissioner of the Revenue.

B. FIELD WORK. The Contractor shall provide a schedule to commence and complete work on the Field Analysis and Appraisal. This segment should be scheduled subject to acceptance of the Sales Study, Sales Survey Land Appraisal, and Construction Cost studies approved by the Commissioner of the Revenue with written direction by the Commissioner to proceed following her approval.

C. PROGRESS REPORTS. The Contractor shall provide written, monthly progress reports to the County Administrator and the Commissioner of the Revenue detailing all work completed to date and stating whether or not the project is still on schedule. If not on the schedule, the monthly report should address how the Contractor intends to make up for lost time. In addition, the Contractor shall meet with the Commissioner of the Revenue bi-monthly to discuss any issues that may arise.

D. ASSESSMENT NOTICE MAILED. Pending the successful completion of the field appraisal process, contractor shall provide schedule for mailing of assessment notices. Following this notification, the firm will be expected to meet with property owners in order to explain, discuss, and hear complaints concerning value establishment. New assessment notices reflecting a change or no change shall be prepared and mailed to the property owner who appealed their assessment. The Schedule shall include the dates for these meetings.

E. ASSESSMENT BOOK CERTIFIED. Provide date for this action.

F. BOARD OF EQUALIZATION HEARINGS. A Schedule shall be provided for public hearings by the Board of Equalization. The hearing schedule may be changed with Board of Supervisors approval if the caseload is less or more than expected. All corrections shall be mailed upon completion of the hearing process.

5. EVALUATION FACTORS AND WEIGHTS:

5.1 **FACTORS & WEIGHTS**: Proposals will be evaluated by the County's evaluation committee using the following criteria:

	CRITERIA	POINT VALUE
1.	Overall professional skill and experience of the firm, including their specific plan or methodology proposed	30
2.	Professional qualifications of management and staff assigned to this project	20
3.	Demonstrated knowledge of local conditions	10
4.	Ability to meet county scheduling needs	20
5.	Price	20
	TOTAL POINTS	100

6. METHOD OF PAYMENT:

6.1 **PAYMENT TERMS**: Invoices shall be submitted to the County monthly for work satisfactorily completed. The County will make payment each month based on the number of parcels reported, less a five percent (5%) retainage to be held by the County until the reassessment is satisfactorily completed.

A. INVOICES. Invoices for services provided and/or work performed shall be submitted by the Contractor directly to the County Administrator and shall be accompanied by the monthly progress report. All invoices shall be in a form approved by Southampton County and shall include at minimum, the federal employer identification number (for proprietorships, partnerships, and corporations), number of parcels completed to date and per current billing, and all necessary documentation as required by the County.

B. PAY REQUESTS. All requests for payment must be received by the County Administrator no later than the fifteenth (15th) day of each month for expected payment no later than the last working day of that month.

1. Pay requests received after the fifteenth (15th) of the month may be held and processed the following month.

2. Pay requests and documentation shall be approved and/or corrected by the County Administrator prior to being processed for payment.

3. The County Administrator shall notify the Contractor, in writing, of any disputed portions of the request, the amount of payments the County intends to withhold, and the reason therefor.

a. The Contractor shall, within thirty (30) days of receipt of such notice provide all additional documentation and pertinent records, as the County may deem necessary to satisfy itself that the disputed portions of the pay request are valid. The County shall render its decision regarding the validity of the disputed portions of the pay request within thirty (30) days of receipt of such

documentation and records from the Contractor. If the requested documentation and records are not received within the period indicated above, the initial decision of the County regarding disputed amounts shall become final.

b. The County shall not pay interest on disputed amounts withheld, even if the request is eventually found to be legitimate.

4. Payments for undisputed portions of the pay request shall not be withheld while the dispute is being resolved, unless the County Administrator determines such action is necessary to protect the interests of the County.

C. The Contractor awarded a contract under this solicitation is hereby obligated:

1. To pay all Subcontractors within seven (7) days of the Contractor's receipt of payment from Southampton County for the proportionate share of the payment received for work performed or materials supplied by the Subcontractor(s) under the contract and to provide written certification to Southampton County that such obligations have been met; or

2. To notify Southampton County and the Subcontractor(s), in writing, of the Contractor's intention to withhold payments and the reason.

D. If at any time there should be evidence of any lien or claim for which the County might become liable, which is chargeable to the Contractor, the County shall have the right to retain out of any payments then due, or thereafter to become due the Contractor, an amount sufficient to completely indemnify the County against such lien or claim and if such lien or claim be valid, the County may pay and discharge the same, and deduct the amount so paid from any moneys which may be or may become due and payable to the Contractor.

PROPOSAL FORM – SOUTHAMPTON COUNTY, VIRGINIA
GENERAL REASSESSMENT OF REAL PROPERTY
(All Information to be typewritten or in ink)

In compliance with this request for proposals and to all the conditions imposed therein, the undersigned offers and agrees to furnish all labor, equipment, materials, and insurance necessary to perform and complete work described in the proposal documents, including addenda.

(Price should be based on 12,321 taxable accounts & 458 non-taxable accounts)

ATTACHMENTS

____ **CERTIFICATE SHOWING INSURANCE COVERAGES**

____ **PROPOSED PLAN AND METHODOLOGY**

____ **PLAN FOR PUBLIC AWARENESS AND COMMUNICATION**

____ **TIME SCHEDULE FOR ALL PHASES INCLUDING THE COMPLETION DATE**

____ **DESCRIPTION OF FIRM'S OVERALL SKILL AND EXPERIENCE**

____ **THREE (3) RECENT REFERENCES FOR COMPARABLY SIZED COUNTIES**

____ **PROFESSIONAL QUALIFICATIONS OF STAFF ASSIGNED TO THIS PROJECT**

____ **DEMONSTRATION OF KNOWLEDGE OF LOCAL CONDITIONS**

LUMP SUM PRICE: _____

It is understood that the County has the right to reject any and/or all Proposals and to waive any informalities in the Proposal Process.

Name and Address of Firm:

_____

_____

_____

_____

_____

Date: _____

Authorized Representative: _____
(Printed or Typed)

Title: _____

Telephone No.: _____

Fax No.: _____

FEI/FIN No. _____

Authorized Signature: _____

Type Firm: Corporation ____ Partnership _____ Joint Venture ____ Other ___