



Cover Sheet
Request for Proposal
Assessor for General Real Estate Reassessment 2015-2016

The City of Emporia, Virginia intends to enter into a contract with a qualified contractor for Assessor for General Real Estate Reassessment for 2015-2016 for all real estate and improvements within The City of Emporia, Virginia. The City will accept sealed bids for services until **4:00 P.M., Friday, October 10, 2014**; the City shall not accept any bids after this date/time for any reason. You must submit your bid in a sealed envelope clearly marked on the outside ***“Bid for Assessor for General Real Estate Reassessment 2015-2016.”*** The required bid bond must be included with your bid.

All inquiries for project information should be directed to Joyce Prince, Commissioner of the Revenue, at (434) 634-5405.

All inquiries concerning proposal procedures should be directed to Mr. Brian S. Thrower, City Manager, at (434) 634-3332.

If you hand deliver your proposal, then please use the following street address:

City Manager’s Office
201 South Main Street
Emporia, Virginia 23847

If you mail your proposal, then please use the following address:

City Manager’s Office
Post Office Box 511
Emporia, Virginia 23847

You must return this page with your bid with the following information:

Name and Address of Proposer:

Date: _____

By: _____

(Signature)

Printed Name: _____

Telephone#: _____

Title: _____

E-mail: _____

Total Bid Amount: _____

With this Request for Proposals (RFP), the City invites such firms to submit to the City written proposals for these assessment services. This RFP sets forth the terms and conditions whereby the City of Emporia intends to contract with the successful proposer to provide the services described herein.

The City intends to enter into a *two-year* contract with the selected proposer to provide these assessment services. However, the City reserves the right to negotiate another *two-year* contract with the selected proposer if it finds that this is more beneficial to the City.

I. Scope of Work:

The Property Appraisal Firm, hereinafter called the “Offeror” shall assess all real estate within the boundaries of the City of Emporia in accordance with the Code of Virginia, general law and the Constitution of Virginia. An equitable and professional quality reassessment shall be provided with emphasis on accurately and efficiently collecting/providing the required data. The Offeror or his/her designee shall maintain a courteous and respectful manner toward all property owners and the general public regarding this matter. There are approximately 5,650 parcels (and 43 mobile homes) assessed at this time. The breakdown is as follows:

Parcels of Land as of 1-01-10

<u>Type</u>	<u>Number</u>
Taxable Parcels	5,650
Non-Taxable Parcels	305
Mobile Homes	43

Basic Work to be Performed is as Follows:

- A. Conduct a 100% uniform reassessment of all real property at Fair Market Value.
- B. Personal exterior inspections shall be done of each parcel of property, improvements and other elements of value.
- C. All appraisals shall be in keeping with good recognized appraisal practices.
- D. The Professional Appraiser shall be qualified by the Commonwealth of Virginia, Department of Taxation, to conduct all appraisal work in connection within the reassessment process.
- E. Assure that values are reasonable, equalized and correlated. (See Part II, Section P)
- F. Conduct comprehensive sales data analysis of any real property. Conduct and prepare a written report of a comprehensive Sales Comparative and Building Cost survey using arms-length property transactions recorded in the Greenville Count

Clerk’s Office for a twelve (12) month period. The report shall consist of a minimum of four (4) parts and contain all of the following information and tables: that all sales used are determined to be arm length, a color photograph, the city address, the tax map number, the consideration, and the year, month and day of sale, Instrument Number.

Part I – Shall list all improved properties which sold during the immediately preceding twelve (12) months from the last date of the date of the Sales Comparative Report.

Part II – Shall illustrate an abstraction method deducting a value for the site or lot value from the sale of the improved property and the remaining value attributed to the building. Part two shall also include a table showing the range of dates (from high to low) to indicate depreciated selling prices per square foot of houses.

Example:

Sale Price	Indicated Lot Va. Fr. Study	Age Actual	Age Eff.	Value to Bldg.	Number of Sq. Ft.	Per Sq. Value
\$100,000	\$10,000	10 yrs.	5 yrs.	\$90,000	1800	\$50.00

(this information may be arranged in the report as agreed upon by the City Manager and the Commissioner of the Revenue.)

Part two shall also include a table of all sales of arms length transactions of unimproved/vacant property.

Part III – Building Cost Report – Shall identify the building cost of houses and detached garages relative to the City of Emporia. The report may be derived from a national published service, i.e. Marshall and Swift or it may be developed from a local survey from reputable area builders. The report shall list tables of Cost New for one story, one and one half story, and two story. The report shall also indicate the various cost differences in square foot increment. If such building costs are used from a service, it shall be the latest possible edition, but not later than the effective date of the reassessment. All necessary indexed, factors, and state and local geographical multiples shall be noted and illustrated how they were used in the Building Cost Report.

Part IV – Summary – Shall summarize parts two and three and the various ranges of value from improved residential properties and vacant lots or other acreage sales within the city. The sales data used in the report should not be earlier than 2009 and all from the City of Emporia. The Sales and Cost data report shall be available to the public.

- G. Measure and sketch any and all new construction. Determine the quality of construction and structure by inspection, if needed.
- H. All new assessments and or records shall be considered incomplete or not final and not available to the public until the “Notice of Proposed Value of

Reassessment” is mailed to all city property owners.

- I. Coordinate all activities with the Commissioner of the Revenue’s Office, pointing out any significant mapping errors. Coordinate with the Building Inspector on the degrees of completeness.
- J. Meet with Board of Equalization when requested to update them on progress.
- K. Furnish competent witness(es) to support reassessment data in the event of appeal to the Courts.
- L. All work must be completed and Reassessment Book signed by December 31, 2015.

II. General Duties and Responsibilities of Assessors:

- A. Complete and perform a uniform independent reassessment of all real taxable and non-taxable property within the City of Emporia, Virginia. The completion date is December 31, 2015. The values shall be estimated at 100 percent (100%) of the fair market value by established professional appraisal methods.
- B. Provide a State Certified Professional Appraiser, approved by the Department of Taxation, to conduct the reassessment.
- C. The Commissioner of the Revenue’s Office will provide the professional appraiser a copy of current (on file) Real Estate Assessment Cards to be used for reassessing/identifying existing parcels (see attachment); any changes will be made in *red only*.
- D. Deliver a comprehensive Sales Comparative and Building Cost Report to the City Manager on or before March 1, 2015 or an alternate date agreed upon by the City Manager.
- E. Verify all information on the Assessment Cards from the Commissioner of the Revenue’s Office on each parcel and update current market values.
- F. Provide a general reassessment manual.
- G. Review and verify all data sheets with property owners (if possible) and make modifications and corrections. Any corrections or changes to the existing assessments in the taxpayer’s favor shall be forwarded to the Commissioner of the Revenue’s Office within five (5) working days.
- H. Distribute “Door Knocker Packages” as needed when no adult or owner is present to verify data.
- I. Appraise all free-standing signs and determine ownership whether personal property or real estate.

- J. Provide verified updated assessment cards on a regular monthly basis.
- K. Assist in the design and preparation of all public notices in accordance with the Code of Virginia regarding reassessment. Final notice shall be approved by the Commissioner of the Revenue.
- L. Verify all final values.
- M. The City may conduct a random sampling of assessment cards for errors or omission. Such sampling shall be conducted before the Assessor of Emporia signs the Reassessment Book. If such sampling results in an error ratio of more than ten percent, (10%) this shall be considered prima facie proof that the contractor has failed to properly conduct the reassessment. The contractor shall be required to proof each new completed assessment record compared to the existing assessment record in the Commissioner of the Revenue's Office. Such proofing/editing shall be completed in accordance with the Commissioner of the Revenue's requirements. The contractor shall not be compensated for such time or reimbursed for any expenses, unless agreed upon by the City Manager and approved by City Council. (See Part VIII, Section M.)

III. City of Emporia's Responsibilities to Provide:

- A. Compensation as per executed contractual agreement;
- B. Access to public records in the Commissioner of the Revenue and Clerk of Circuit Court offices;
- C. City tax maps and all pertinent local ordinances'
- D. Office space and necessary furniture;
- E. Telephone Service;
- F. Access to copy machine;
- G. Misc. office supplies, stationery, etc.;
- H. The City's support staff will enter all new values provided by the Contractor into computer for new assessment cards. Staff will also modify existing data when required by Contractor's updated field sheets. A steady flow of filled in data sheets from the Contractor is required to enable the City Staff to enter changes, recalculate values, and print newly filled in cards for review and verification by Contractor. Staff will perform all required data processing and printing to enable Contractor to review and verify values prior to the mailing of Reassessment Notices to land owners. City staff will generate and print the Reassessment Book after final changes are made at the Reassessment Hearings;

- I. Blank Forms;
- J. Mailer, “Notice of Reassessment” mailed out;
- K. Postage and advertising.

IV. Timetable of Events (Subject to change):

- September 12, 2014 Send Request for Proposal packets
- October 10, 2014 Deadline for Request for Proposals
- October 13th – 17th Evaluate Request for Proposals
- October 21, 2014 (tentative) City Council makes an AWARD
- October 27, 2014 Contract is signed.
- January 4, 2015 Appraiser begins work and conducts “Valid Sales Survey Statistical Study” due March 1, 2015.
- March 2, 2015 Appraiser to begin field work. Begin turning in completed work on regular basis.
- September 30, 2015 Appraiser to complete field work and final work must be turned in to staff for entering in computer.
- November 22, 2015 Notice of Reassessment is mailed. Post advertising of Public Notice.
- December 5, 2015 Begin Reassessment Hearings (Approx. 2 wks)
- December 31, 2015 Reassessment completed and book is signed.

V. Proposal Pricing Schedule (should cover the following format):

- A. Overall Base Price without an appointed Board of Assessors (i.e., the Offeror provides the Professional Appraiser.) This includes classification of homes as to construction, quality, workmanship and updating all unfinished new construction as of **August 25-30, 2015**. \$ _____ per parcel
- B. My total, not to exceed turnkey price, regardless of the number of parcels is \$ _____

Supplementary Services (additional cost/parcel/copy)

- C. Reassessment Manual (a schedule of value, with explanation of approach in appraising “table of contents”). Minimum of three copies. \$ _____ per copy
- D. Additional cost(s), must be itemized and explained in detail. \$ _____ per parcel

VI. Submittal/Presentation

Proposers must submit one (1) original of the proposal to the City Manager, 201 South Main Street, Post Office Box 511, Emporia, Virginia 23847, no later than 4:00 pm, local time **October 10, 2014**.

- A. **Title Page** – Required Cover Sheet.
- B. **Table of Contents**
- B. **Letter of Transmittal** – A statement by the prospective Offeror of his understanding of the project and description of the General Reassessment.
- C. **General Requirements** – Proposals shall be signed by an authorized representative of the Offeror. All requested information must be presented; failure to do so may result in the proposal being considered non-responsive and, thus, rejected.

Proposal should be prepared in a simple, economical and straightforward manner with emphasis on completeness and clarity.

The proposal should be bound where practical. All documentation submitted with the proposal should be bound in that single volume.

- D. **Specific Requirements** – Proposals should be as thorough and detailed as possible, such that the Offerors capabilities to provide the required services may be properly and fully evaluated. Offerors are required to submit the following items with a complete proposal:

- * Listing of company facts, name, location and principals;
- * Qualifications of staff (resume, etc.) assigned to projects;
- * A company profile or history and relevant experience, licenses, current projects and work load that would affect the Offerors ability to perform this reassessment.

- E. **Oral Presentation** – Offerors who submit a proposal in response to this RFP may be required to give an oral or written clarification of their proposal to the Evaluation Committee. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. If there is an oral presentation, it is to be at the Offerors expense. The City of Emporia will schedule the time and location of this presentation. Oral presentations are an option of the City Manager and may not be conducted; therefore, proposals should be complete.
- F. **Informal Communications** – From the date of receipt of this Request for Proposal by each Offeror, until a binding contractual agreement exists with the selected Offeror(s), and all other Offerors have been notified, or when the City rejects all proposals, informal communications regarding this procurement shall cease. Informal communications shall include, but will not be limited to: (1) requests from Offerors to any department of the public body (with exception of the designated City Manager and the Commissioner of the Revenue) for information, comments, speculations, etc. regarding the RFP, responses or process; and (2) requests from any department of the City (with the exception of the designated City Manager, for information, comments, speculation, etc. regarding the RFP, responses or process.
- G. **Formal Communications** – Nature of Communications - From the date of receipt of this Request for Proposal by each Offeror, until a binding contractual agreement exists with the selected Offeror, or when the City Manager rejects all proposals, all communications between the public body and the Offeror will be formal or as requested by the City Manager.

Adherence to Provisions - any failure to adhere to the provisions set forth above may result in the rejection of any Offerors proposal or in the cancellation of this Request for Proposal.

Revisions/Additions to the RFP - Revisions or additions to this Request for Proposal shall be at the sole discretion of the public body. In the event it becomes necessary to revise any part of this Request for Proposal, revisions will be mailed by the issuing office to all Offerors to whom the initial Request for Proposal was mailed or by whom the initial Request for Proposal was requested.

VII. **Evaluation Criteria:**

- A. **Evaluation Criteria:**

The following criteria will be considered, and are given in priority order:

1. Prior experience assessing varying types of land and its uses in Virginia.
2. Offerors understanding of the City's needs and the general presentation of his/her offer;
3. The completeness of the Offerors proposal;
4. Qualification of managers, appraisers, and field appraisers;
5. Time proposed to complete the Reassessment;
6. Effective cost of Proposal Pricing.

This procurement is being handled as a request for proposal due to the fact that competitive sealed bidding is not fiscally advantageous since cost is not the primary consideration in awarding this contract.

B. Contract:

The award documents shall be a contract incorporating by reference, the terms and conditions of the Request for Proposal and the Offerors proposal as negotiated. The contract shall be awarded by the Emporia City Council.

C. Method of Payment:

The City will pay the Contractor (Professional Appraiser) on the basis of actual reassessed or newly assessed parcels as verified and certified complete and furnished to the City and as negotiated and agreed upon between the City and Contractor.

VIII. Terms and Conditions:

- A. Vender's Manual: This solicitation is subject to the provisions of Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety.
- B. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Greensville County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. Anti-Discrimination: By submitting their bids or proposals Bidders or Offerors

certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 11-51 of the Virginia Public Procurement Act.

- D. Ethics in Public Contracting: By submitting their bids or proposals, Bidders or Offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- E. Immigration Reform and Control Act of 1986: By submitting their bids or proposals, the Bidders or Offerors certify that they do not, and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. Debarment Status: By submitting their bids and proposals, Bidders or Offerors certify they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.
- G. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns and transfers to the City all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.
- H. Mandatory Use of Bid Form and Terms and Conditions:
 - 1. Invitation for Bids: Failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Modification of, or additions to any portion of the invitation for bid may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification or addition to the provisions of the contract shall be effective unless reduced to

writing and signed by the parties.

2. Request for Proposals: Failure to submit a proposal on the Official City form provided for that purpose may be a cause for rejection of the proposal. Return of the complete document is required. Modification of, or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserved the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. Clarification of Terms: If any prospective Bidder or Offeror has questions about the specifications or other solicitation documents, the prospective Bidder or Offeror should contact the City Manager no later than (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City Manager.
- J. Invoices: Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract.
- K. Payment Terms: Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- L. Qualifications of Bidders of Offerors: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror shall furnish to the City all such information and data for this purpose as may be requested. The City further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy the City that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- M. Testing and Inspection: The City reserves the right to conduct any test/inspection it may deem advisable to assure the supplies and services conform to the specification.
- N. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
- O. Changes to the Contract: The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written

agreement to modify the scope of the contract.

- P. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- Q. Availability of Funds: It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available, "subject to appropriation" by the City Council for the purpose of this agreement.
- R. Proposal Acceptance Period: Any proposal resulting from this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- S. Termination of Contract: The City Manager reserves the right to terminate the Contract, in whole or in part, for the convenience of the City.

Termination for the convenience of the City shall require no breach of contract by the consultant as a condition, and may be done at the sole unconditional discretion of the City Manager. Upon notice that all or part of the Contract has been terminated for the convenience of the City, the consultant shall immediately cease all work on any portions of the contract terminated. All work products generated by the consultant shall be delivered to the City Manager upon request, whether completed or uncompleted, and shall be the property of the City Manager to use as he may deem fit. If the contract is terminated for the convenience of the City, the Consultant shall be paid for work done to the date of the termination, but shall not be entitled to any payment for the terminated portions, including lost profits.

- T. Contractor's Personnel: All personnel used in field assessments must be approved by the City Manager. In order to maintain good continuity, the field appraisers who start the project shall finish the project. The Contractor shall provide a list of appraiser teams. Each team member must carry proper identification, wear a name tag and appropriate attire. Vehicles shall be specially marked for the high degree of public visibility.
- U. Ownership of Materials: Ownership of all data, material and documentation originated and prepared pursuant to the Request for Proposal shall belong exclusively to the City of Emporia, Virginia and is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public

disclosure under the Act; however, the Offeror must invoke protection of this Section prior to or on submission of the data or other materials, and must narrowly specify and identify the data or other materials to be protected and state the reason why such protection is necessary.

- V. Performance Payment Bonds: The successful Offeror shall deliver to the City Manager an executed Virginia Standard Performance Bond in the sum of 100% of the Base Price Per Parcel (x) 5,520 parcels, with the City as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the City Manager.
- W. Liquidated Damages: All field assessments shall be completed and delivered not later than October 30, 2015. It is understood and agreed by the Offeror that time is of the essence in the delivery of Appraiser's services and quality specified in the proposal document. In the event these specified services are not delivered by the date specified (October 30, 2015 - see Section IV) there will be deducted, not as a penalty but as liquidated damages, the sum of \$_____ one half (1/2) the Base Per Parcel for each parcel delayed beyond the time specified, except that if the delivery delayed beyond the time specified, except that if the delivery be delayed by any act, negligence or default on the part of the City, public enemy, war, embargo, force or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, the City Manager may extend the time for performance of the contract or delivery of goods herein specified at the Purchasing Director's sole discretion, for good cause shown.
- X. Retainage: The city reserved the right to hold *ten percent (10%)* in retainage until final completion and acceptance of the signed Reassessment Land Book by the Circuit Court Clerk of Greenville County.
- Y. Contractual Disputes: In accordance with 11-69 of the Code of Virginia, claims arising out of this contract, whether for money or other relief, may be submitted to the City of Emporia, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the City Manager named on the first page of this solicitation.

Section IX – Attachment(s)