

REQUEST FOR PROPOSAL FOR APPRAISAL SERVICES
COUNTY OF LEE, VIRGINIA
April 27, 2023

1. GENERAL STATEMENT OF PURPOSE

The County of Lee, Virginia is soliciting proposals for the services of a qualified contractor to perform a general reassessment of approximately 21,200 taxable and non-taxable real estate parcels within Lee County. Property is to be assessed at 100 % of fair market value. Public service properties are to be excluded. The reassessment must be completed by December 31, 2024. The full RFP specifications are available on the county website www.leecova.org or by contacting Jerrica Eldridge-Carter, Purchasing Clerk, at (276) 346-7714. Proposals are due no later than 2:00 p.m., May 31, 2023.

2. PROPOSAL INFORMATION

- A. The Lee County Board of Supervisors invites interested and qualified firms or individuals to submit seven (7) copies of the proposal in writing no later than 2:00 p.m. on Wednesday, May 31, 2023 to:

Dane Poe
County Administrator
P. O. Box 367
Jonesville, Virginia 24263

- B. Proposals must include the following information:

1. Cost per parcel
2. Total estimated costs
3. Personnel to be utilized and their qualifications
4. Date of commencement of general reassessment activities
5. Information relating to previous mass appraisal and/or reassessment work performed
6. Three (3) prior general reassessment references with Virginia localities preferred.

3. STANDARDS

All proposals shall meet or exceed the following standards:

- A. The reassessment shall be conducted in a manner consistent with applicable laws, regulations, rules and standards, and case law. Appraisals must be complete, uniform, and at One Hundred Percent (100%) fair market value. All taxable and non-taxable properties shall be visited and all elements of value appraised. The

County acknowledges that some parcels may be difficult to physically access and the use of drones and aerial photography may be used to assist in the reassessment; however, these methods are to be utilized as a last resort to gather the necessary data. At least one (1) digital photograph of each commercial structure and dwelling house, including mobile homes, located on any parcel shall also be provided to the County in a format agreed to by the Commissioner of the Revenue and E-911 Department (Google Maps aerial or streetside are not acceptable). The photograph should be taken at an angle showing the front and one side of the structure when possible and not from inside a vehicle. Each photograph is to be indexed by tax parcel number and image naming convention in accordance with requirements of BAI software standards (account number-sequence number-picture number). When a homeowner is not available and the contractor's employee cannot obtain all necessary information, a notice is to be left requesting the needed information to complete the assessment.

- B. The contractor shall compile and furnish a listing of all mobile homes situated in the County, including the make, size, grade, owner, and value and show the location by tax map number. Compensation for mobile home valuation shall be at the same per parcel rate as real estate parcels.
- C. The Contractor shall assess any oil and gas property improvements and cell towers not assessed as Public Service Corporation property.
- D. The Contractor shall assess the value at One Hundred Percent (100%) fair market value of any and all minerals on a per acre basis for all parcels containing minerals.
- E. The contractor's employees shall always be professional and courteous when dealing with Lee County citizens and staff and shall maintain good communications with the County on the progress of the project. Citizen complaints will be addressed with County staff.

4. PERSONNEL

- A. In conducting the reassessment, all personnel shall be qualified and competent to appraise the properties for which they are responsible.
- B. The contracting party shall be certified by the Virginia Department of Taxation as qualified to make a general reassessment with notice of the certification to be received by the County prior to the commencement of any work.
- C. The contractor shall be responsible for providing all secretarial and clerical assistance needed in the preparation of the general reassessment. Staff of the Commissioner of the Revenue and/or County will assist with the initial transfer of information to the contractor but will not be responsible for daily secretarial and clerical needs of the contractor.

- D. Any planned use of subcontractors for completion of this project shall be noted and identified in the proposal. Any proposed use of subcontractors after initiation of the project must be approved by the Lee County Board of Supervisors or its' agent.

5. INSURANCE AND BONDING

- A. The contractor shall provide insurance adequate to indemnify and hold harmless Lee County, the Lee County Board of Supervisors, and all County officials from any action arising because of the general reassessment program conducted by said contractor or any of the contractor's employees. Minimum coverages required are listed in Appendix A.
- B. In addition, the successful contractor shall provide a bond, bank letter of credit, or similar surety acceptable to the County in an amount equal to 50% of the resulting contract which shall be subject to call in the event of a default on the part of the contractor during the term of the resulting contract for services.

6. RECORDS

- A. The contractor shall provide "appraisal cards" whose design and data content shall meet with the approval of the Lee County Board of Supervisors and the Commissioner of the Revenue and shall meet the standards of the Virginia Department of Taxation and Uniform Standards of Professional Appraisal Practices (USPAP) minimum data for mass appraisals.
- B. Sufficient copies of the property identification maps shall be provided by the County for the use of the contractor. The Contractor shall attempt to locate any currently unidentified properties and will notify the Commissioner of the Revenue of the necessary corrections to be made on the tax maps.
- C. The Contractor shall verify all E9-1-1 addresses for parcel structures with addresses already assigned to them and report/update any parcel structure for which no E9-1-1 address is on file.
- D. The appraiser shall review with the Board of Equalization, upon request, each appraisal as needed.
- E. All computer data must be compatible with the Bright and Associates (BAI) system currently in use by the County.
- F. The contractor shall be responsible for accompanying the Board of Equalization to visit any property necessary to ascertain the legitimacy of the property owner's contest of the appraiser's assessed value. Property site visits will be considered as a last resort effort to resolve the assessment. Any site visits by the Board of

Equalization will be scheduled in such a manner as to minimize the number of days required to complete the visits.

7. PUBLIC RELATIONS

- A. Recognizing the importance of good public relations, the contractor shall endeavor to cooperate fully with the Lee County Board of Supervisors, the Commissioner of the Revenue, the County Administrator, and all County officials. The contractor and their employees or representatives shall conduct themselves in a professional manner in all dealings with the general public and endeavor to create good public relations during the reassessment process.
- B. Reports of progress will be made in writing to the Lee County Board of Supervisors as they may timely request. At the end of the research phase of the general reassessment process, a report shall be made orally and in writing to the Lee County Commissioner of the Revenue regarding the findings of facts and conclusions. This report shall include, but not be limited to, a sales ratio study, area differences in assessment ratio, and types of property assessment ratio, such as commercial, agricultural and residential as per the Virginia Department of Taxation use code classification used in a locality's land book.

8. ADDITIONAL RESPONSIBILITIES OF CONTRACTOR

- A. The contracting party will not be required to assess any new construction after December 31, 2023.
- B. The contractor shall provide at least one (1) competent appraiser to assist the Board of Equalization, upon request, in conducting public hearings. Such appraiser's competence is to be approved in advance by the Commissioner of the Revenue. This assistance may be provided by phone but physical presence may be required at the discretion of the Board of Equalization for their meeting(s).
- C. Upon request, and at no additional cost, the contractor shall provide appropriate testimony in any such suit or proceeding brought by a taxpayer against Lee County to reduce their appraisal for reassessment for the period ending within four years after the effective date of the reassessment.
- D. The contractor shall prepare the general reassessment book (as prescribed by Virginia Code §58.1-3300) and present a signed copy along with an electronic computer media compatible with the County's processor to the Commissioner of the Revenue by December 31, 2024. The original reassessment book shall be filed in the office of the Lee County Circuit Court Clerk and a copy in the office of the Commissioner of the Revenue and, if required, a copy to the State Department of Taxation.

- E. Lee County shall provide one office for the contractor's use during the duration of the reassessment contract. The contractor shall provide all necessary field and office equipment for conducting the general reassessment to include phone service as needed. Should the County have suitable desks, chairs, or file cabinets in surplus, they may be made available to the Contractor; however, there is no implied requirement for the County to provide this equipment.
- F. The contractor shall timely provide assessment notices as required by law and will be responsible for mailing the notices to property owners and all costs of said mailing. The contractor will coordinate with the County to include in said notices the last date to file an appeal with the Board of Equalization and any other information requested by the County.
- G. Upon completion of the general reassessment, an Appraisals Manual describing the scope and extent of the assessment process for each class of real property shall be provided to the Commissioner of the Revenue.

9. PAYMENT FOR SERVICES

- A. Lee County shall compensate the appraiser for the reassessment at the rate per parcel set forth in the proposal or as negotiated or modified by an actual contract. After field work commences, the appraiser shall submit invoices to the County at the end of each month in the amount of the unit cost per parcel times the number of parcels appraised and not previously billed. Payment shall occur during the following calendar month according to the regularly scheduled accounts payable procedure of the County. The Board of Supervisors currently approves invoices at their regular monthly meeting on the third Tuesday of each month. The County shall retain Fifteen Percent (15%) of all payments due the appraiser as security for the full and timely completion of all professional services. Retainage shall be paid to the appraiser at the conclusion of the hearings of the Board of Equalization.

10. SUPPORT SERVICES

- A. Lee County shall provide the same data and support services to any contractor who is successful in securing the contract for general reassessment services. This data and support services shall be as follows:
 - 1. One office space (no equipment)
 - 2. County Tax Maps
 - 3. Index Files
 - 4. One copy of each property record card containing owner's name, address, legal description, deed reference (if available), and sketch of improvements on said property.
- B. Copies of additional property record cards and tax maps may be obtained from the Commissioner of the Revenue's office at the contractor's expense.

- C. Data and support services shall be made available to the Assessor under the direction of the Commissioner of the Revenue.

11. REVIEW AND SELECTION BY LEE COUNTY BOARD OF SUPERVISORS

- A. The Lee County Board of Supervisors will review all proposals as to their completeness, the ability of the contractor to perform the desired work, qualifications of personnel, and the cost. The County intends to utilize the competitive negotiation selection process, and as such, cost need not be the sole determining factor. After review of all proposals and negotiation with such offerer so selected, the Lee County Board of Supervisors will select the offerer which, in its opinion, has made the best proposal, and shall award the contract to that offerer, subject to timely agreement of the contract terms and conditions. Should the Lee County Board of Supervisors determine in writing and in its sole discretion that only one (1) offerer is fully qualified, or that one (1) offerer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offerer. No work will commence prior to execution of the agreed to contract.
- B. The County reserves the right to reject any and all proposals.

APPENDIX A

INSURANCE REQUIREMENTS

1. GENERAL INSURANCE REQUIREMENTS

- A. The contractor shall not commence work under the contract until they have obtained all of the insurance called for hereunder and such insurance has been approved by the County; nor shall the contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and approved by the contractor. Approval of insurance required of the contractor and subcontractor for the County will be granted only after submission to the Purchasing Agent of signed original certificates of insurance, or alternately, at the County's request, certified copies of the required insurance policies.
- B. The Contractor shall require all subcontractors to maintain, during the term of this Agreement, comprehensive (or commercial) general liability insurance, professional liability insurance, business automobile liability insurance, and worker's compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.
- C. All insurance policies required hereunder shall include the following provisions as an endorsement to the policy:

"It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the County of Lee."
- D. No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, or the surety, or his bond, from any liability or obligation imposed upon either or both of them by the provisions of the contract documents.
- E. The County, its' agents and employees, are to be named as additional insureds under all coverages except workers' compensation, automobile liability and professional liability, and the certificate of insurance and the certified policy must so state this provision. Coverage afforded under this paragraph shall be primary with respect to the County, its' agents and employees.
- F. The Contractor shall provide insurance as specified in the "Insurance Checklist" found at the end of these requirements.
- G. The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment,

appliances, and property of any and all description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

- H. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the contractor fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the County for the entire additional cost of procuring performance and the cost of performing the uncompleted portion of the Contract at the time of termination.
- I. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- J. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
- K. Precaution shall be exercised by the Contractor at all times for the protection of persons, including employees, and property.
- L. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County.

2. CONTRACTOR'S LIABILITY INSURANCE – OCCURRENCE BASIS

- A. The Contractor shall purchase and maintain in a company or companies rated not less than "A-" by the A.M. Best Rating Organization and authorized to do business in the Commonwealth of Virginia and acceptable to the County such insurance as will protect the Contractor and the County from claims set forth below which may arise out of, or result from, the contractor's operations under the contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefits and other similar Employee Benefit Acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as the result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any owned, hired, or non-owned motor vehicle.
7. Claims for damages because of professional liability, errors and omissions, and/or wrongful acts.

B. The specific insurance policies required to cover the claims listed in sub-paragraph 2.A. shall include terms and provisions, and be written for not less than the limits of liability, (for greater limits if required by law or contract) as shown on the Insurance Checklist at the end of these requirements. Any aggregate provision must apply separately for this project.

1. Comprehensive (or commercial) General Liability – such comprehensive or commercial general liability policy shall include any or all of the following as indicated on the Insurance Checklist:

- a. Premises/Operations
- b. Actions of Independent Contractors
- c. Products/Completed operations to be maintained for one (1) year after completion of work
- d. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this Contract, and including automobile contractual liability
- e. Personal injury liability including coverage for offenses related to employment
- f. Broad form property damage liability, including completed operations

M. Commercial Automobile Liability including uninsured motorists' coverage.

N. Workers' Compensation – statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states' coverage; employers' liability coverage.

O. Professional Errors and Omissions Liability coverage for Wrongful Acts.

3. COMPREHENSIVE (OR COMMERCIAL) GENERAL OR OTHER REQUIRED LIABILITY – INSURANCE CLAIMS MADE BASIS.

A. If comprehensive (commercial) general or other liability insurance purchased by the Contractor has been issued on a “claims made” basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverages for a period of one (1) year after final payment for the contract. This certificate shall evidence a “retroactive date”, no later than the beginning of the Contractor’s or subcontractor’s work under this contract, or
2. Purchase an unlimited extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

4. INSURANCE CHECKLIST

Items listed below are required to be provided if award is made to your firm.

<u>Coverage Required</u>	<u>Limits (Figures Denotes Minimums)</u>
Workers’ Compensation	Statutory limits of the Commonwealth of Virginia \$100,000 accident, \$100,000 disease, \$500,000 policy limit disease
Employers’ Liability	
General Liability	Indicate Occurrence _____ or Claims Made _____
Independent Contractors	\$1,000,000 combined single limit for bodily injury and property damage each occurrence
Contractual Liability	\$500,000

Personal Injury Liability	\$1,000,000 each offense and aggregate
Professional	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 Bodily Injury & Property Damage, each accident
Owned, Hired, & Non-owned	
Umbrella Liability	\$1,000,000 BI & PD & Personal Injury