



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH of VIRGINIA

DEPARTMENT OF GENERAL SERVICES (DGS) – CENTRAL PROCUREMENT UNIT

SOLICITATION - OFFER - and - AWARD

Invitation for Bids (IFB) (SET-ASIDE FOR SMALL BUSINESSES)
REAL PROPERTY APPRAISAL SERVICES (NIGP Codes 94615, 91814, 96866)

Contract #:	IFB #:	Date Issued:	Date Due:	REQ #:	Approval #:
TBD following Award	NCH-2012-0829	August 29, 2012	October 3, 2012 at 11:00 AM EST		
Contact the Contracting Officer for information: Nezette Howard at nezette.howard@dgs.virginia.gov (804) 786-8768					
ISSUING OFFICE: DGS Central Procurement Unit (CPU) 1100 Bank Street, STE 724 Richmond, Virginia 23219-3639			SHIP TO: Services to be performed at locations identified on each eVA Order issued under this Contract.		

SOLICITATION

Bidders offering Sealed Bids to furnish Services set forth in the Schedule herein must be returned to the Issuing Office, above. If hand carried, then Bids must be delivered to the issuing office address above. Bids MUST be received prior to 2:00 PM local time on the Date Due indicated above. Bidders are to read and understand the attached *Solicitation Instructions*. This is an advertised **Set-Aside for Small Business** solicitation consisting of (1) the Bid Schedule of products and/or services, pages 2 through 7; (2) the Solicitation Instructions, pages S-1 through S-2; and (3) the Mandatory Contractual Terms and Conditions, pages c-1 through c-11; and any other provisions, forms, representations, certifications or specifications as attached hereto and incorporated herein, or by reference.

OPTIONAL PRE-BID CONFERENCE: An optional pre-bid conference will be held at **10:00 A.M. EST on September 19, 2012** in the Washington Building, Conference Room 1100 Bank Street, Suite 724 Richmond, Virginia 23219 and via teleconference. **See Section 3** for additional information related to this optional pre-bid conference.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against any Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

OFFER

In compliance with the Terms and Conditions set forth in this solicitation, the undersigned hereby agrees, if this offer is accepted, to furnish any or all Bid Items awarded at the prices offered in the Schedule during the term of this Agreement, and to provide such Services to the "Ship To" address above within the time specified in the Schedule. All Bids are subject to the Mandatory Terms and Conditions set forth herein.

CONTRACTOR'S TIN: _____ Firm Name: _____ Address: _____ City/State/ZIP: _____ Signature: _____ Print Name: _____ Title: _____ Date: _____ E-mail: _____ VOICE# / FAX#: _____	BILL TO: Department of General Services ATTN Fiscal Services Post Office Box 404 Richmond, Virginia 23218-0404 – OR – Any Authorized User address indicated in any Order referencing this Agreement.
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AWARD

Accepted as to Bid Item numbers:	AMOUNT:	AWARD DATE:
<i>Commonwealth's Representative:</i> Nezette C. Howard, CPPB, VCO Senior Contracting Officer DGS Central Procurement Unit	<i>for the COMMONWEALTH of VIRGINIA</i> By: _____	PAGE: 1-OF-7

ITEM NO.	DESCRIPTION OF SERVICES (As defined in the Bid Notes) Pricing shall be FOB Destination, and ALL INCLUSIVE for all expenses. Pricing will be determined per Order, and in response to a request for Services which will be specified in a SOW, as a "not to exceed" (NTE) amount	
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AREA	<u>SERVICES DESCRIPTION "A"</u> APPRAISAL SERVICES	<u>SERVICES DESCRIPTION "B"</u> APPRAISAL REVIEW SERVICES
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Area #1 Bristol	\$/_____ /Hour	\$/_____ /Hour
Area #2 Salem	\$/_____ /Hour	\$/_____ /Hour
Area #3 Lynchburg	\$/_____ /Hour	\$/_____ /Hour
Area #4 Richmond	\$/_____ /Hour	\$/_____ /Hour
Area #5 Norfolk	\$/_____ /Hour	\$/_____ /Hour
Area #6 Fredericks burg	\$/_____ /Hour	\$/_____ /Hour
Area #7 Culpeper	\$/_____ /Hour	\$/_____ /Hour
Area #8 Staunton	\$/_____ /Hour	\$/_____ /Hour
Area #9 Northern Virginia	\$/_____ /Hour	\$/_____ /Hour



Bidders - See Attachment D (*Real Estate Appraiser Data Sheet - Geographic Services Chart*) for additional Area Info and cities, towns or counties to include and/or exclude at your discretion.

BID SCHEDULE	BID NO. NCH-2012-0829	PAGE 3-OF-7
NAME OF CONTRACTOR	REQUIRED DELIVERY DATE (RDD) As specified in each Order	INITIALS

BID NOTES

1. PURPOSE

The purpose of this Invitation for Bids (IFB) is to solicit bids to establish a requirements type, basic ordering agreement with a pre-qualified pool of responsive and responsible DMBE-certified suppliers for the provision of real property appraisal services ("Services").

Services are for use by the Commonwealth of Virginia, Department of General Services (DGS), Division of Real Estate Services (DRES), and other qualified public bodies (Authorized Users) as defined in Virginia code §2.2-4301, which will be able to submit orders under an agreement with selected Contractors for Services to be provided, as delineated in any Order, which is to include an accompanying Statement of Work (example herein), and issued against the awarded Contract.

Following award of a contract, Authorized Users will submit Orders directly with Contractor, as stipulated herein, using eVA.

This solicitation and any resulting contract(s) EXCLUDES appraisals related to the Virginia Department of Transportation (VDOT) rights of way, un-appropriated or unclaimed property, or property acquired by escheat.

2. BACKGROUND

Pursuant to the Governor's 2004 Executive Order 75, the Commonwealth of Virginia, Department of General Services' (DGS), Division of Real Estate Services (DRES) is responsible for managing the Commonwealth's real estate on behalf of agencies and institutions of the Commonwealth, excluding certain institutions of higher education and Department of Transportation rights-of-way. DRES' responsibilities include, but are not limited to, providing strategic planning assistance to Commonwealth entities, transactional negotiation and support (including real property acquisition, lease, disposal, and easements), and the sale of surplus real estate.

To meet these responsibilities, DRES, on the behalf of state agencies and institutions, needs the ability to acquire use of real estate appraisal services in various locations throughout the Commonwealth, to assist in supporting decisions for the acquisition or disposition of real property, whether in fee, by lease or by easement, and on a transactional and case-by-case basis.

Additionally, the institutions of higher education that have been decentralized from state government authority as well as various local government entities (cities, towns, counties, etc.) may also require use of these Services described herein. Therefore, and consistent with the intent for cooperative procurement established in Virginia Code § 2.2-4304, this IFB contemplates that DRES, together with such institutions, as well as local government public bodies as defined in Virginia Code §2.2-4301, may use any agreement(s) resulting from this IFB, and are collectively referred to hereinafter as "Authorized Users."

To meet this need and to adequately address the numerous property locations, types, and tasks, projects, and assignments anticipated, this IFB seeks to solicit bids from multiple contractors to establish basic ordering agreements with a pool of qualified suppliers, which will be deemed qualified, based upon their acceptance of the Commonwealth's contractual terms and conditions, herein; together with submission of their professional licensing, credentials, pricing, and capability to meet all other criteria herein, to assist Authorized Users by providing real property appraisal services ("Services"), for the specific property types and geographic areas defined herein, and wherever in Virginia an Authorized User may require Services to be performed.

From this pool of selected and qualified Contractors, DRES or other Authorized Users, will be enabled to solicit quotations for specific real estate projects from pre-qualified contractors, select (or not) one based upon qualifications, location, timeliness, and price, and then submit an Order for Services, that will be accompanied by a completed Statement of Work (SOW), with an illustrative example included as Attachment B. The SOW is to be used by an Authorized User to describe all requirements for a specific project, and the specific appraisal and/or appraisal review services needed for that project.

In accordance with the attached "Ordering Instructions," an Authorized User will select the lowest responsive quote from a Contractor that is capable of providing the required services described in the SOW. The Authorized User will then submit an order in eVA (<http://www.eva.virginia.gov>) to the selected Contractor.

BID SCHEDULE	BID NO. NCH-2012-0829	PAGE 4-OF-7
NAME OF CONTRACTOR	REQUIRED DELIVERY DATE (RDD) As specified in each Order	INITIALS

3. PRE-BID CONFERENCE

An optional attendance pre-bid conference will be conducted on Wednesday, September 19, 2012 at 10:00 A. M. EST at the Washington Building, conference room 1100 Bank Street, Suite 724, Richmond, Virginia 23219 and via teleconference. The purpose of this conference is to allow potential Bidders and opportunity to present questions and obtain clarification related to any facet of this solicitation. Potential Bidders are encouraged to submit any questions pertaining to this IFB in writing prior to the date and time of the pre-bid conference. All questions should be submitted to Nezette Howard via email at Nezette.howard@dgs.virginia.gov fax (804-786-1593), or US Mail to DGS/Central Procurement Unit, 1100 Bank Street, Suite 724, Richmond, Virginia 23219.

Although participation at this conference is not a prerequisite for submitting a bid, due to the importance of all Bidders having a clear understanding of all of the requirements of this solicitation, interested Bidders are encouraged to participate whether attending in-person or via teleconference.

Attendees participating in-person will be required to present photo identification issued by a state or federal entity and sign in at the security desk located at the building's main entrance in order to gain access to the building. Examples of acceptable photo identification include, but not limited to, a current driver's license or passport. Plan accordingly.

Interested Bidders attending in-person should bring a copy of the IFB. Printed copies will not be made available during this conference.

Interested Bidders wishing to participate via teleconference must register with Mrs. Howard, via email, at Nezette.howard@dgs.virginia.gov by close of business on Monday, September 10, 2012. Registered participants will be provided the telephone number and conference code needed in order to participate.

Any changes in this solicitation will be made through an addendum issued by the Contracting Officer and will be posted on the state procurement website at www.eva.virginia.gov

4. GENERAL NOTES

- a. This IFB is principally being done to support the DGS Division of Real Estate Services (DRES). However, this solicitation also anticipates that Services may be ordered by other Commonwealth Authorized Users, identified above, which may also submit individual Orders for Services in accordance with the ordering instructions herein.
- b. Issuance of an award resulting from this solicitation shall be construed as a continuing offer by a Contractor to perform the specified services that the Commonwealth and/or any Authorized User may accept from time to time, through the placement of eVA Orders ("Orders"), which are to be accompanied by a SOW as described herein.
- c. Award of a contract does NOT guarantee a Contractor work, but only allows eligibility to submit a price quotation in accordance with awarded hourly rate bid pricing on projects from an Authorized User, as described in an Authorized User's SOW; as such services are needed, and as a real property project requiring Services becomes available.
- d. No obligation for services or costs shall be incurred by either a Contractor or any Authorized User, unless and until an eVA Order is duly authorized and fully executed by an Authorized User, in accordance with the Ordering Instructions herein.
- e. Bid items are to be awarded individually, based upon Geographic area and submitted Bid pricing. Pricing shall be "not to exceed," FOB Destination, and ALL INCLUSIVE, which shall include, but not be limited to: ALL materials, equipment, travel, lodging, incidentals, mail, shipping or any other costs necessary for provision of Services, and any required reports or other deliverables, including but not limited to any hard or softcopy reports, survey's, analyses, etc.
- f. When real property requires an Appraisal, an Authorized User will follow the process described in [Attachment A](#), entitled "Contract Ordering Instructions for using Pre-Qualified Contractors." Orders resulting from this solicitation will be subject to terms and conditions as stated in this Contract between the Commonwealth and the Contractor receiving a Contract Award, if any, resulting from this solicitation.
- g. **SERVICES:** By their signature on Page 1 of this Solicitation, Contractor certifies and warrants to their capability for fully furnishing all labor, travel and incidentals necessary to perform real estate appraisal or appraisal review services as described in accordance with the provisions herein, at the Bidders pricing offered, and as follows below:
 - 1) Real property appraisal assignments are to provide an estimate of the present market value of the fee simple estate in land or improved real property, typically non-residentially improved property, which the Commonwealth expects to either acquire or to dispose of.
 - 2) Real estate appraisal services assignments may occasionally be required for the purpose of providing a review of an appraisal that has been performed by someone else.

BID SCHEDULE	BID NO. NCH-2012-0829	PAGE 5-OF-7
NAME OF CONTRACTOR	REQUIRED DELIVERY DATE (RDD) As specified in each Order	INITIALS

- 3) Appraisals and appraisal reviews shall be performed in accordance with any then current edition of the *Uniform Standards of Professional Appraisal Practice (USPAP)* issued by the *Appraisal Standards Board of the Appraisal Foundation*, without departing from any of its binding requirements or specific guidelines. (<http://www.appraisalfoundation.org>)
- 4) Occasionally, in addition to USPAP compliance, an appraisal (or appraisal review) may need to be performed in accordance with any then current edition of the *Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)* issued by the *Interagency Land Acquisition Conference* and/or the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended (42 U.S.C. 4601 et seq.)(Uniform Act), and the rules established there under at [49 CFR 24](#), and/or any other requirements imposed by federal or state law or agencies applicable to the appraisal services assignment. (<http://www.justice.gov/enrd/land-ack/Uniform-Appraisal-Standards.pdf>)
- 5) **Professional Credentials:** Individuals performing real estate appraisal services under the contract shall have the following qualifications:
 - (a) **Certified General Real Estate Appraiser** by the Real Estate Appraiser Board of the Commonwealth of Virginia ("Virginia Real Estate Appraiser Board") who is in good standing. The Virginia license number shall be provided with the Bid response.
 - (b) Appraisal services must be performed by an appraiser whose license is in good standing, and whose licensure status is active.
 - (c) Individuals performing appraisal reviews should have "reviewer experience," as defined in the Regulations of the Virginia Real Estate Appraiser Board and have held their Virginia Certified General Real Estate Appraiser license for a minimum of two (2) years, and have performed a minimum of twelve appraisal review assignments between January 1, 2010 and July 31, 2012.
- 6) **Disciplinary Actions:** By their signature on Page 1 of this Solicitation, Contractor certifies and warrants to the following:
 - (a) The absence of any pending complaint before the Virginia Real Estate Appraiser Board that would be grounds for disciplinary action under 18 VAC 130-20-160 that is not disclosed to DGS or any Authorized User. Following a review of any disclosed pending complaint, DGS or an Authorized User, in its sole discretion, may decline an appraiser's offer hereunder.
 - (b) The absence of any finding, including via a Consent Order, in the previous five years by the Virginia Real Estate Appraiser Board that would be grounds for disciplinary action under 18 VAC 130-20-160 that is not disclosed to DGS. Following a review of any disclosed disciplinary action, DGS, in its sole discretion, may decline an appraiser's offer hereunder.
- 7) **Requirements:**
 - (a) Appraisal services rendered must comply with provisions and requirements of USPAP, applicable Virginia law and the rules and regulations of the Virginia Real Estate Appraiser Board. Furthermore, when specified in the SOW, appraisal services must also comply with UASFLA, the Uniform Act and the rules and regulations therein and/or other requirements imposed by federal or state law or agencies that are applicable to the appraisal services assignment.
 - (b) Appraisal reports are subject to review in accordance with USPAP and, as applicable, with UASFLA, the Uniform Act and the rules and regulations therein and/or other requirements imposed by federal or state law or agencies that are applicable to the appraisal services assignment, the result of which may require corrective action by the appraiser.
 - (c) Appraisal reports and appraisal review reports will be reviewed by the Authorized User and prior to acceptance of the product and approval of payment. Reports that do not comply (a) with USPAP, including, but not limited to, containing sufficient information to enable the client and intended users to properly understand the report and the rationale for the opinions, conclusions, and reconciliation of the data and approaches expressed therein (Standards Rule 2-1(b) and 2-2) or to properly understand the rationale for the reviewer's opinions and conclusions (Standards Rule 3-5(h)), (b) with applicable Virginia law and the rules and regulations of the Virginia Real Estate Appraiser Board (c) with, when specified in the engagement, UASFLA, the Uniform Act and the rules and regulations therein and/or other requirements imposed by federal or state law or agencies that are applicable to the appraisal services assignment and reports with factual errors, inaccuracies, internal inconsistencies or with excessive typographical errors are unacceptable. Appraisal reports and appraisal review reports should be thoroughly proofread prior to submission to an Authorized User.

BID SCHEDULE	BID NO. NCH-2012-0829	PAGE 6-OF-7
NAME OF CONTRACTOR	REQUIRED DELIVERY DATE (RDD) As specified in each Order	INITIALS

- (d) Without the prior written approval of the Authorized User, the Contractor engaged to perform an appraisal may not delegate the assignment, and must personally conduct inspections of properties being appraised and of the comparable sales, rentals, leaseholds and listings utilized in the report. If the response to this IFB is from a "business entity" (as defined in the Regulations promulgated by the Virginia Real Estate Appraiser Board) under which appraisal services are performed, then each member of such business entity that will perform appraisal services hereunder shall submit the required qualifications documentation specified below. In all instances, the appraisal report or appraisal review report shall be signed by a Virginia licensed Certified General Real Estate Appraiser who has been qualified hereunder.
- (e) Acceptance of an appraisal assignment will be deemed as the Contractor's certification that he or she possesses the knowledge and experience to complete the assignment in compliance with USPAP's Competency Rule or that he or she shall undertake the necessary steps to comply with such rule.
- (f) Prior to the acceptance of an appraisal assignment, the Contractor must advise the Authorized User if the appraiser has previously appraised or is currently appraising the subject property and if the Authorized User has any current or prospective interest in the subject property.
- (g) Confidentiality Requirement: Contractor's personnel may have access to confidential and/or privileged information when performing Services under this Agreement. Therefore, Contractor is required to certify and warrant in each applicable SOW (illustrative example attached) that they understand and shall adhere to the applicable laws regarding the confidentiality and unauthorized disclosure of and state and/or federal information, as applicable. Any Contractor personnel who refuse to agree to this condition will not be allowed to perform work under this Contract.
- (h) Criminal Background Check: Due to the potential sensitivity of certain real property transactions, the Commonwealth or any Authorized User retains the right to perform a criminal background investigation of a Contractor and any staff who may provide Services under this agreement. Any Authorized User reserves the right to refuse any Contractor or its staff that do not agree to allow such an investigation, or who are otherwise deemed unacceptable, at the sole determination of the Commonwealth or Authorized user, based on the results of the background check.
- (i) Dissemination and Retention of Appraisal Report and Appraisal Reviews: Contractor shall not impose a limiting condition or other constraint upon the dissemination of an appraisal report or appraisal review. The Commonwealth and/or any Authorized User, and/or any other of their intended client users of the report or review may disclose the report or review, or parts thereof, as necessary to comply with applicable Virginia Freedom of Information Act disclosures, as determined solely by the Authorized User. Retention of the report or review may be by any means deemed appropriate by the Commonwealth and/or any Authorized User, or the intended user, including in any information retrieval system.
- (j) Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Refer to Section IX, entitled "Special Terms and Conditions," provision entitled "State Corporation Commission Identification Number."

8) **Deliverables:**

Appraisal Report and/or an Appraisal Review Report: The Contractor shall provide a written report to DGS, which complies with the provisions and requirements of USPAP, applicable Virginia law and the rules and regulations of the Virginia Real Estate Appraiser Board. Furthermore, when specified in the SOW, the appraisal report or appraisal review report must also comply with UASFLA, the Uniform Act and the rules and regulations promulgated there under and/or other requirements imposed by federal or state law or agencies.

Notwithstanding the foregoing, and unless explicitly excluded by the SOW, an appraisal report shall contain the following:

- (a) plat
- (b) tax map or other marked aerial photograph of the boundaries of the appraised property

BID SCHEDULE	BID NO. NCH-2012-0829	PAGE 7-OF-7
NAME OF CONTRACTOR	REQUIRED DELIVERY DATE (RDD) As specified in each Order	INITIALS

- (c) photographs of, and a map depicting the location of, the subject and the comparable properties utilized in the analysis
- (d) tax assessment of the subject property or properties and the date of such valuation
- (e) zoning of the subject and comparable properties used in the analysis
- (f) the flood zone(s) the subject property is located in
- (g) an opinion of highest and best use
- (h) a grid utilizing quantitative adjustments for comparable sales to account for value-sensitive differences between the subject and the comparable sales and a full narrative description of the reasons and support for the adjustments, and
- (i) a statement of any limiting and contingent conditions

The property must be valued at its "highest and best use," as defined in the current edition of the "Dictionary of Real Estate Appraisal" by the Appraisal Institute. The highest and best use must be an economic use. Public uses, as well as any value adjustments attributable to the public nature of the transaction participants, will not be acceptable. The support and rationale of the opinion of highest and best use is required.

The number of original reports and electronic copies of the report to be produced, and the method and location of delivery will be specified in the SOW.

- h. **ORDERING PROCEDURES:** Engagement of Contractor by an Authorized User for a particular real property project appraisal assignment will be based on Contractor's availability, geographic area, experience with property type and/or assignment scope, and pricing. Pricing will be a consideration, and is to be based on the Contractors established Contract rate, but is not the sole determining factor in selection of a Contractor for participation in the solicitation of a Contract-based pricing quotation under this Ordering Agreement.
 - 1) **Request for Services:** An Authorized User will contact a Contractor, based upon their geographic location, experience, qualifications, availability, pricing, etc. and provide a Statement of Work (SOW) to request real property appraisal services. An Authorized User is to provide, as applicable - but not limited to, the following: a plat, a tax map parcel number, or other sufficient description of a parcel or parcels to be appraised; intended use of the appraisal; and the client and intended users of the appraisal; the definition of market value to use; the format of the appraisal report to be produced; any extraordinary or hypothetical conditions to be used; whether, in addition to complying with USPAP, applicable Virginia law and the rules and regulations of the Virginia Real Estate Appraiser Board, the services to be rendered are to comply with UASFLA, the Uniform Act and the rules and regulations promulgated thereunder and/or other requirements imposed by federal or state law or agencies; the number of original reports and electronic copies of the report to be produced; and the maximum timeframe within which the appraisal report is to be produced.
 - 2) **Proposed Pricing:** Within five (5) business days of receiving the Statement of Work (SOW) with a request for pricing, the Contractor shall provide a binding, not-to-exceed (NTE) written price quotation, **based on Contract pricing**, to perform the appraisal services in accordance with the Statement of Work. Pricing shall be all-inclusive and include, without limitation, all of the Contractor's time and expenses. No out-of-pocket expenses will be reimbursed. Pricing on a SOW shall remain valid for a period of thirty (30) days.

The Authorized User reserves the right to ask the Contractor to reevaluate its pricing, to reject any SOW with or without pricing, and/or to obtain any additional quotations the Authorized User deems necessary from any other service providers, whether under contract or not.
 - 3) **eVA Order:** If an Authorized User deems to accept an offered SOW with pricing, then it will issue an Order to the Contractor, in eVA or in the Authorized User's own system, as the authority to proceed with the work. The Order is to include and incorporate the finalized SOW as an attachment, which shall include the Contractor's offered NTE Pricing, and incorporate by reference the applicable Contract number in the appropriate Order field.

i. **ATTACHMENTS:**

- 1) A - [Contract Ordering Instructions For Using Pre-Qualified Swam Contractors](#)
- 2) B - [Sample Statement of Work \(SOW\)](#)
- 3) C - [Virginia State Corporation Commission \(SCC\) Form](#)
- 4) D - [Real Estate Appraiser Data Sheet \(with Geographic Services Chart for Bidder completion\)](#)
- 5) E - [Vendor Data Sheet \(with Bidder Checklist for completion to ensure a responsive Bid\)](#)

SOLICITATION INSTRUCTIONS

REV. 08/01/12

1. EXPLANATION TO BIDDERS:

The governing files for this solicitation are those files posted to the eVA website: <http://eva.virginia.gov> under the Invitation for Bid (IFB) number shown on the IFB's cover page. All requests for clarification or explanation regarding any portion of this IFB, including all attachments and amendments, must be submitted in writing to the Contracting Officer identified on the cover page of the IFB not later than five (5) business days prior to bid opening. BIDDER IS STRONGLY ADVISED TO READ AND CLEARLY UNDERSTAND THESE INSTRUCTIONS AND ALL SOLICITATION FILES PRIOR TO SUBMITTING A BID. BIDDER IS FURTHER ADVISED TO CHECK THE VIRGINIA E-PROCUREMENT WEBSITE (<http://www.eva.virginia.gov/>) FOR ANY AMENDMENTS OR CHANGES TO THIS SOLICITATION.

THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT (VPPA) (§§ 2.2-4300 et seq. of the Code of Virginia).

Any explanation from the Department of General Services (DGS) will be in the form of an amendment to the solicitation (see "AMENDMENT OF SOLICITATION" below). Oral explanations or instructions given before the award of a contract will not be binding. Bidders are invited to check eVA regularly. This solicitation and any related documents are available for download only from eVA. "Solicitation" and "IFB" are used interchangeably in these instructions.

Any explanation desired by a vendor regarding this solicitation/Invitation for Bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE eVA WEB SITE (www.eva.virginia.gov) FOR ANY AMENDMENTS OR CHANGES.

Type of Product and/or Services: This solicitation is issued by DGS for the purpose of establishing a requirements-type contract, with firm-fixed line item hourly rate prices, for delivery of services, as described within the associated solicitation Bid Schedule documents.

2. PREPARATION OF SOLICITATION

- A. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company that is submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.
- B. Vendors are required to enter their Taxpayer Identification Number [TIN] on Page 1 of the IFB in the section designated "CONTRACTOR'S TIN." Failure to enter a number in the space provided or to provide a correct TIN number may delay award. It is the vendor's responsibility to provide the correct TIN number and to keep DGS updated as to any changes in vendor's status.
- C. The bid form may provide for submission of a price or prices for one (1) or more items. All prices shall be entered in the appropriate section of the Bid Schedule. Where the bid form explicitly requires that the vendor bid on all items, (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.
- D. Additional bids may be submitted, in a separate envelope, when in the vendor's judgment they can provide more than one (1) solution which meets the required specifications of the procurement. Additional bids shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid.

VENDORS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BID AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF THE BID.

- E. Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ISSUING OFFICE ADDRESS INDICATED ON OR BEFORE THE DATE AND HOUR DESIGNATED. Vendors must pay particular attention to ensure that the bid is properly addressed. The State is not responsible if the bid is not properly addressed. The State is not responsible if the bid does not reach the destination specified by the date and time indicated. Sealed bids received after the date and hour indicated are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the issuing office address, and marked on the outside of the vendor's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid.

From: Name of Vendor
Street or Box Number
City, State, Zip Code
Due Date: _____ Time: _____
IFB No: _____

4. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

- A. Any bids received at the issuing office designated in the Solicitation after the exact time specified for receipt will not be considered for award.

B. A bid may be amended and/or withdrawn by a vendor if the office issuing the bid receives the request in writing before the date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall normally constitute the withdrawal of any prior bid submitted by the same bidder on the same IFB.

5. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the issuing office location shown on page 1 of the solicitation.

6. SOLICITATION TERMS AND CONDITIONS

The terms and conditions referenced in and contained in this solicitation are considered mandatory and are the only terms and conditions governing transactions under any Contract awarded as a result of this solicitation. If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to any resulting Contract. Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

7. AWARD OF CONTRACT

The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable.

8. AWARD NOTICES

Upon the completion of evaluation, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOITA). If a NOITA is used, the notice will be publicly posted ten days prior to the actual award date of the Contract. All award notices will be posted on the DGS/DPS eVA web site (www.eva.virginia.gov). **TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.**

9. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued via eVA in writing and will identify the changes to be made in the bid. If the bid opening date is extended, the new date and time will be clearly shown on the face of the amendment. Bidders will be required to sign and return a copy of the amendment with their bid to indicate that they have received the document and are aware of the changes made.

10. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Vendor understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that he or she is authorized to sign this bid for the bidder's firm.

11. DEMONSTRATIONS

The State reserves the right to require the Bidder to demonstrate to the satisfaction of the State, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the State and Bidder

12. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with the provisions of the VPPA and the DGS Vendor's Manual.

13. CONTRACT

Any Contract which is awarded as a result of this solicitation, offer and award shall be between DGS and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the Contract. All problems associated with the resulting Contract shall be brought to the attention of the Director, DGS Procurement Services or their duly authorized and designated representative.

Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing to the issuing office at least five (5) business days prior to the closing date.

14. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Code of Virginia, Section 2.2-4342, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.

Mandatory Contractual Terms and Conditions

Invitation for Bid (IFB) NCH-2012-0829

1. **SCOPE OF CONTRACT:** The following paragraphs contain the Contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth or "State" will acquire real property appraisal and/or appraisal review services ("Services") from the contractor identified on page 1 of the Solicitation, hereinafter referred to as "Contractor."
2. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
3. **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 the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
4. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will 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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in A. and B. below apply:

- A. During the performance of this contract, the contractor agrees as follows:
 - 1). The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2). The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - 3). Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - B. The contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
5. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
7. DEBARMENT STATUS: By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
8. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of 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 Commonwealth of Virginia under said contract.
9. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs: Failure to submit a bid on the official state 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 Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
10. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
11. PAYMENT:
 - A. To Prime Contractor:
 - 1) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - 3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

- 1) A contractor awarded a contract under this solicitation is hereby obligated:
 - (a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (b) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- 2) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

C. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

D. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

12. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

13. QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

14. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

15. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

16. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

- A. 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.
- B. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional

costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- 1) By mutual agreement between the parties in writing; or
- 2) By agreeing upon a unit price or using a unit 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 performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- 3) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

17. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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 Commonwealth may have.

18. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- A. **Workers' Compensation - Statutory requirements and benefits.** Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- B. **Employer's Liability - \$100,000.**
- C. **Commercial General Liability - \$1,000,000 per occurrence.** Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- D. **Automobile Liability - \$1,000,000 per occurrence.**

19. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of ten (10) days.

20. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for

employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

22. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

23. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
24. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids.
25. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
26. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
27. USE OF AGREEMENT BY THIRD PARTIES: In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative procurement," the intent of this Agreement is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body, as defined in § 2.2-4301, entitled "Definitions" of the Virginia Public Procurement Act (VPPA) as amended, and hereinafter referred to as "Authorized Users" may access and use this Agreement, if agreeable to Contractor and in accordance with the Ordering provisions governing this Agreement, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any public body is voluntary. If agreed to by Contractor, this Agreement may be used by the entities stated above to procure services in accordance with Attachment "A," entitled Pricing Schedule, attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Department of General Services (DGS) in writing by providing DGS a Contract Sales and Usage report for any entity placing an order(s) to use this Agreement in accordance with the Contract Reporting provisions, herein, entitled Contractor's Quarterly Report of Sales.

This is a requirements based, basic ordering agreement and no modification of the Agreement is required for an Authorized User to submit orders to participate.

28. ADVERTISING: In the event a contract is awarded for services resulting from this bid, no indication of such sales or services to the Commonwealth or any Authorized User will be used by the Contractor in its promotional literature or advertising. Contractor shall not state in any of its advertising or product literature that to the Commonwealth or any Authorized User has purchased or uses any of its services and Contractor shall not include to the Commonwealth or any Authorized User in any client list in its advertising and promotional materials.
29. ADDITIONAL USERS: This procurement is being conducted on behalf of the Commonwealth of Virginia, Department of General Services' Division of Real Estate Services (DRES), together with other institutions and other public bodies who shall be referred to hereinafter as Authorized Users, which may submit orders at anytime during the period of the Contract by following the Ordering Instructions, hereto, and referencing the Contract Number established with the applicable supplier, as provided for herein under the provision entitled "*Use of Agreement by Third Parties.*"
30. AWARD: The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable.

31. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for thirty (30) days. At the end of the thirty (30) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
32. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
33. **TERM:** The initial term contract period will be for two (2) years from the date of contract award. The contract may be renewed at the sole discretion of the Commonwealth in accordance with the provision herein entitled "Renewal of Contract." All Orders and related documents shall survive the period of performance stated in this section until such time as all Orders (executed prior to the expiration date of the Contract) have been completely performed.
34. **RENEWAL OF CONTRACT:** This Contract may be renewed at the sole discretion of the Commonwealth, for up to five (5) additional one (1) year successive periods under the terms and conditions of the original Contract and upon mutual written agreement between the parties. Written notice of the Commonwealth's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period, of the Commonwealth's intent to renew.
35. **PRICE ADJUSTMENTS:** At its sole discretion, the Commonwealth may permit price adjustments only at the time of Contract renewal, and only where verified to the satisfaction of the Contracting Officer. The contract pricing for any renewal period following the Initial Term shall not exceed the lesser of: a) 3% of the contract pricing for the prior term, or; b) the contract pricing for the prior period, increased/decreased by more than the percentage increase/decrease of the United States (US) Department of Labor's (DOL) Bureau of Labor Statistics' (BLS) "Services" category of the Consumer Price Index for All Urban Consumers (CPI-U) section of the Consumer Price Index for the latest twelve (12) months for which statistics are available. (<http://stats.bls.gov/news.release/cpi.t03.htm>)

Contractor shall give not less than thirty (30) days advance notice of any price increase request, with documentation, to the Contracting Officer. The Contracting Officer will notify the using agencies and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.

"Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth and reflected in subsequent invoices.

Any such change in price shall be submitted to DGS in writing in accordance with the above and shall not become effective for sixty (60) days thereafter.

36. **CANCELLATION OF CONTRACT:** The Commonwealth reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon sixty (60) days written notice to the contractor(s). In the event the initial contract period is for more than twelve (12) months, then the resulting contract(s) may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the contractor(s) of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
37. **TERMINATION FOR CONVENIENCE:** The Commonwealth may terminate this Contract in whole or in part for convenience at any time by submitting to the Contractor a writing, sixty (60) days prior to the date of Termination. The Commonwealth shall be obligated for all outstanding Orders, according to the Contract, subsequent to this Termination. The Commonwealth shall not be obligated for any other costs in the event of Termination for convenience.
38. **TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER:** Any individual Order placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time up to sixty (60) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.
39. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the services specified.
40. **CONTRACTUAL RECORDS:** All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years

after final payment for purposes of audit and examination. Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this Agreement.

- 41. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete delivery or all materials and reports ready for the Commonwealth's use, and shall include all applicable freight, mail, and delivery charges; extra charges will not be allowed.
- 42. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

_____	_____	_____
Name of Bidder	Due Date	Time
_____	_____	
Street or Box Number	IFB #	
_____	_____	
City, State, Zip Code	IFB Title	

Name of Contract/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 1 of this solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- 43. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- 44. ORDERS. Authorized Users may order Services from this Contract by any of the following methods:
 - a. eVA: An eVA order will be issued by an ordering entity of the Commonwealth or any Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.
 - b. Purchase Order (PO): An official PO form issued by an Authorized User.
 - c. Charge Card:
 - i. Any order/payment transaction processed through the Commonwealth's contract with Bank of America (BOA), or any then-current contracted card provider. Each Charge Card Order must not exceed \$5,000, or any then-current authorized charge card limit.
 - ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, that is under contract for use by the ordering Authorized User.

This ordering authority is solely limited to issuing orders for Services available under this Agreement.

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS AGREEMENT.

- 45. INDUSTRIAL FUNDING ADJUSTMENT: To assist DGS in undertaking costs for the time and effort necessary to solicit, award, and manage all potential contracts that may result from this solicitation, any Contractor receiving an award must pay DGS, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within ten (10) days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales." The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the "Contractor's Report of Sales" as delineated in the paragraph herein entitled "Contractor's Report of Sales." The IFA reimburses the Commonwealth and defrays the costs for procurement and the administration of the subsequent contract award(s). The IFA amount due must be paid by check with identification of "Contract number," "report amounts," and "report period," on either the check stub or other remittance material.

DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then payment shall be made by check as described

herein made payable to the "Treasurer, Commonwealth of Virginia" and delivered to DGS, Procurement Services Director, 1100 Bank Street, Suite 724, Richmond, VA 23219.

If the full amount of the IFA is not paid within thirty (30) calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

46. **CONTRACTOR'S QUARTERLY REPORT OF SALES:** Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The report must show each individual item and quantities purchased and the purchaser. A Contract Sale is defined as the total of all invoices paid by the Commonwealth during the reporting period.

The Contractor shall provide this report in Excel spreadsheet format via email to the Director, DGS Procurement at procurement@dgs.virginia.gov within thirty (30) days after the end of each quarterly reporting period as defined herein.

47. **ADDITION/DELETION OF SERVICES:** This Contract may be modified in order to add and/or delete Services as deemed necessary by the Commonwealth, which are of like or similar nature. Such modifications may only be made by the representatives who are authorized to do so, as denoted herein under the section entitled "CHANGES/MODIFICATIONS." No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

48. **CONTRACTUAL DISPUTES:** In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether from money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia, or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Department of General Services, its officers, agents and employees, including without limitation, the Contracting Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

Authorized Users will place their own Orders directly with the Contractor and will fully and independently administer their use of this Agreement to include contractual disputes, and invoicing and payments, without direct administration from DGS. Neither the Commonwealth nor DGS shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Agreement.

Contractor hereby certifies and warrants that neither the Commonwealth nor DGS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Agreement, no matter the circumstances.

The use of the Agreement does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

49. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
50. **CHANGES/MODIFICATIONS:** This Contract may be modified in accordance with § 2.2-4309 of the *Code of Virginia*. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this Contract shall be effective unless in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or \$50,000, whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or their authorized designee.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA
Director, DGS Procurement
Department of General Services
Procurement Services Unit
1100 Bank Street, Suite 724
Richmond, Virginia 23219-3639
Email: procurement@dgs.virginia.gov

CONTRACTOR
Identified on Page 1 of the Solicitation

51. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- b. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can

be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

52. CONFIDENTIALITY: Contractor assures that information and data obtained as to personal facts and circumstances related to the Commonwealth, Authorized Users, its customers clients, or others will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the Commonwealth, Authorized User's, or their customers, clients, or other's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
53. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. Complete and submit Attachment C, entitled "[Virginia State Corporation Commission \(SCC\) Form](#)" with response.
54. OPTIONAL PRE-BID CONFERENCE: An optional attendance pre-bid conference will be conducted on Wednesday, September 19, 2012 at 10:00 A. M. EST at the Washington Building, conference room 1100 Bank Street, Suite 724, Richmond, Virginia 23219 and via teleconference. The purpose of this conference is to allow potential Bidders and opportunity to present questions and obtain clarification related to any facet of this solicitation. Potential Bidders are encouraged to submit any questions pertaining to this IFB in writing prior to the date and time of the pre-bid conference. All questions should be submitted to Nezette Howard via email at Nezette.howard@dgs.virginia.gov fax (804-786-1593), or US Mail to DGS/Central Procurement Unit, 1100 Bank Street, Suite 724, Richmond, Virginia 23219.

Although participation at this conference is not a prerequisite for submitting a bid, due to the importance of all Bidders having a clear understanding of all of the requirements of this solicitation, interested Bidders are encouraged to participate whether attending in-person or via teleconference.

Attendees participating in-person will be required to present photo identification issued by a state or federal entity and sign in at the security desk located at the building's main entrance in order to gain access to the building. Examples of acceptable photo identification include, but not limited to, a current driver's license or passport. Plan accordingly.

Interested Bidders attending in-person should bring a copy of the IFB. Printed copies will not be made available during this conference.

Interested Bidders wishing to participate via teleconference must register with Mrs. Howard, via email, at Nezette.howard@dgs.virginia.gov by close of business on Monday, September 10, 2012. Registered participants will be provided the telephone number and conference code needed in order to participate.

Any changes in this solicitation will be made through an addendum issued by the Contracting Officer and will be posted on the state procurement website at www.eva.virginia.gov

ATTACHMENT A

CONTRACT ORDERING INSTRUCTIONS FOR USING PRE-QUALIFIED SWAM CONTRACTORS

ORDERING PROCESS FOR USE OF A PRE-QUALIFIED SWAM CONTRACTOR RESULTING FROM THIS SOLICITATION FOR PROVISION OF REAL ESTATE APPRAISAL OR APPRAISAL REVIEW SERVICES

WORK ESTIMATED AT LESS THAN \$5,000

1. Authorized User develops the Statement of Work (SOW) for Services needed.
2. Authorized User contacts and provides the SOW to a minimum of **one (1)** SWaM contractor based on contractor qualifications and geographic location/s for Service performance.
3. Authorized User establishes the due date for Contractor to return SOW with bid price.
4. Contractor returns written SOW with bid quote to an Authorized User by the established due date.
5. Authorized User selects bidder, based on the quotation that best meets the need, the required delivery date, and when price is considered fair and reasonable, and notifies the bidder and issues an eVA Order with the SOW attached.
6. The eVA order shall be subject to terms and conditions as stated in this Contract.

WORK ESTIMATED TO BE BETWEEN \$5,000 and \$100,000

1. Authorized User develops the Statement of Work (SOW) for Services needed.
2. Authorized User contacts and provides the SOW to a minimum of **three (3)** SWaM contractors based on contractors' qualifications and geographic location/s for Service performance.
3. Authorized User establishes due date for Contractors to return SOW with bid prices.
4. Contractors return written SOW with bid quote to an Authorized User by the established due date.
5. Authorized User selects and notifies the lowest responsive and responsible bidder, and issues eVA Order with the SOW attached
6. The eVA order shall be subject to terms and conditions as stated in this Contract.

WORK ESTIMATED OVER \$100,000

Work that is estimated to exceed \$100,000 is not applicable to this Contract.

No Authorized User shall issue any Order referencing this Contract and no Contractor shall accept any Order exceeding \$100,000 that references this Contract.

ATTACHMENT B
Sample Statement of Work (SOW)

BIDDERS DO NOT COMPLETE AT THIS TIME

This following sample SOW template is for illustrative purposes only. An Authorized user may use and develop any similar form or format to ensure that they can adequately convey to the Contractor size, scope or complexity of a real property project requiring Services. Regardless of format, such a document shall be coordinated for each Order developed between an Authorized User and the Contractor for Services to be provided under this Agreement. Following the completion of a SOW, the SOW shall accompany an eVA Requisition for hourly-rate services from the Ordering Officer to complete the approval of an eVA Contract Order. **NO SOW SHALL BE VALID UNLESS ACCOMPANIED BY A DULY AUTHORIZED EVA ORDER.**

NOTES:

1. Any Order placed by an Authorized User under this Agreement shall be accompanied by a completed SOW. Contractor shall not accept an Order unless accompanied by a completed SOW:
 - a. The SOW shall reference the DGS contract number
 - b. The SOW shall include the type of services to be performed, and the costs or price, which shall be consistent with the Contract pricing
 - c. The SOW shall contain the delivery or performance schedule
2. Order shall be a Fixed-Price type order, using rates established in Contractor's price schedule.
3. Contractor's rates are to be fully comprehensive and FOB Destination, which shall include, but not be limited to: all materials, equipment, travel, lodging, incidentals, mail, shipping or any other costs necessary for provision of Services.

CONTINUED ON NEXT PAGE

Real Property Appraisal or Appraisal Review Services

Sample Statement of Work (SOW)

1. DGS Contract #: _____ (from contract page 1)
2. SOW Effective Date: *<<Insert Date or "Upon Receipt of Order">>*
3. Authorized User / Ordering Entity:
<< Insert ordering entity name e.g., DGS, Division of Real Estate Services, etc. >>
4. Authorized User Contact Info:
<< Insert all address and other contact information of the public body >>
5. Ship to/Bill to Addresses:
<< Insert information to appear on eVA Order to correctly bill information >>
6. Project Description:
<< Insert name and description for project, background, goals, etc. >>
7. Scope of Work:
 - a. Services required:
 - b. Number of hours for Contractor to complete tasks/project:
 - c. Custom report needs or formats:
8. Timelines:
9. Deliverables:
10. Project Milestones (if applicable):
11. Cost of Services: *<< This is to be written as not-to-exceed (NTE) pricing and must match and be capable of being reconciled to the Contractor's bid pricing >>*
12. **Confidentiality:** In the course of providing Services under this Agreement, Contractor's staff may have access to certain state and/or federal information, which the Commonwealth or Authorized User may deem to be confidential or privileged information, which is not intended to be disclosed to any third party. By its signature below, Contractor hereby certifies and warrants to hold all such Confidential Information in strictest confidence and to not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to any third parties other than employees, agents, or subcontractors of such party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. Contractor agrees to certify its respective employees, agents, and

subcontractors of their obligations of confidentiality hereunder and require the same to keep such information confidential. The Commonwealth or any Authorized User retain the sole and exclusive right for the Contractor or its personnel to sign and certify a separate Non-disclosure Agreement (NDA), as deemed appropriate or necessary for the performance of Services. Contractor acknowledges that the breach of its obligation of confidentiality may give rise to irreparable injury to the Commonwealth or Authorized User, which damage may be inadequately compensable in the form of monetary damages. Accordingly, the Commonwealth or Authorized User may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

13. Other:

This SOW, with any illustrative descriptions as attachments or exhibits, together with the accompanying eVA Order and the referenced Contract (above), constitute the entire agreement between Contractor and the Authorized User below, with respect to all communications, representations or agreements, whether oral or written, and with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to, or in addition to the above-referenced Contract shall not be added to or incorporated into this SOW or to any of its attachments or exhibits, or by any subsequent purchase order, or otherwise, and any attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the referenced Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties below hereby agree to the above, and to the coordination of the details for the project and the deliverables by the Contractor in this Statement of Work, as of the date of the execution by the Contract.

CONTRACTOR

AUTHORIZED USER (ORDERING ENTITY)

BY: **Bidder DO NOT sign this at this time** _____

BY: _____

Sign
**This is only to be completed for a
request for Services**

Sign

NAME: _____
Print

NAME: _____
Print

COMPANY: _____

ENTITY: _____

DATE: _____

DATE: _____

ATTACHMENT C
Virginia State Corporation Commission (SCC) Form

Virginia State Corporation Commission ("SCC") registration information:

THE UNDERSIGNED BIDDER:

is a corporation or other business entity with the following SCC identification number: _____.

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**** NOTE ****

Check this box if you have not completed any of the foregoing options, but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals.*

Signature: _____

Printed Name: _____

Title: _____

Name of Firm: _____

Date: _____

*** The Commonwealth reserves the right to determine in its sole discretion whether to allow such a waiver**

ATTACHMENT D
Real Estate Appraiser Data Sheet

By my signature below, I hereby certify and warrant to the factual accuracy of the responses in this Attachment D, and to provide Services as stipulated in this Contract, and at the accepted Bid pricing.

Signature _____

Name in which appraiser holds Virginia license: _____

License Number: _____ Date First Issued: _____
Date of Expiration: _____

License Type: _____ Certified General Real Estate Appraiser
_____ Certified Residential Real Estate Appraiser
_____ Licensed Residential Real Estate Appraiser
_____ Appraiser Trainee

1. I certify and warrant that there is no complaint on file or pending against myself or my firm with the Virginia Real Estate Appraiser Board that may be grounds for disciplinary action under 18 VAC 130-20-160. *(If there is, then Bidder please attach any supporting documentation or information with your Bid about the filing that you would like considered)*
2. I certify that there has been no finding by the Virginia Real Estate Appraiser Board, including via a Consent Order, against myself or my firm in the past five (5) years, which provided grounds for disciplinary action under 18 VAC 130-20-160. *(If there is, then Bidder is to attach a separate sheet identifying the case number(s), the violation(s) and the sanction(s) together with any additional information about the finding that you would like considered)*
3. If you would like to be evaluated for performing appraisal reviews, do you have "reviewer experience," as defined in the Regulations of the Virginia Real Estate Appraiser Board, and have you held your current Virginia Certified General Real Estate Appraiser license for a minimum of two years and have you performed a minimum of twelve appraisal review assignments between January 1, 2010 and December 31, 2012?

_____ No _____ Yes
4. Have you completed training in application of the December 2000 edition of UASFLA that was approved for appraiser continuing education credit?

_____ No _____ Yes
5. For each appraiser performing services under the Contract please provide a copy of their license and a resume that includes:
 - a. any professional designations held
 - b. education and appraisal related coursework
 - c. Experience with detail of any particular specialty or expertise regarding property type, intended use, specific appraisal guidelines (e.g., UASFLA, Uniform Act), analytical method or other area and of any experience reviewing appraisals. Such description should include the length of time performing such specialty or developing

such expertise and the approximate number of the related assignments over an identified period of time.

- d. Representative client listing identifying governmental, corporate and financial institution clients for whom real estate appraisal services are regularly provided. Please include contact information for a reference at each client listed

Please mark the following chart by placement of an "X" to indicate those geographic areas in which you would be willing to offer to perform appraisal services and/or appraisal review services for which you can or will perform competently in accordance with the Competency Rule of USPAP. You may specify counties, cities or towns to be excluded from an area for which you would be willing to offer to perform appraisal services, if you choose to be more specific. If a business entity is proposing, then only the principal appraiser needs to complete the chart.

Geographic Services Chart

Area	Area Description	APPRAISAL SERVICE TYPE	
		<u>Appraisal Service</u> Area where Bidder will provide. (Mark with "X" if all included. Identify any excluded locations)	<u>Appraisal Review Services</u> Area where Bidder will provide. (Mark with "X" if all included. Identify any excluded locations)
1 Bristol	<p>Counties: Bland, Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise and Wythe</p> <p>Cities: Bristol, Norton</p> <p>Towns: Abingdon, Appalachia, Big Stone Gap, Bluefield, Cedar Bluff, Chilhowie, Cleveland, Clinchco, Clinchport, Clintwood, Coeburn, Damascus, Duffield, Dungannon, Fries, Gate City, Glade Spring, Grundy, Haysi, Honaker, Independence, Jonesville, Lebanon, Marion, Nickelsville, Pennington Gap, Pocahontas, Pound, Richlands, Rural Retreat, Saltville, St. Charles, St. Paul, Tazewell, Troutdale, Weber City, Wise and Wytheville</p>	<p>Include: _____</p> <p>_____</p> <p>Exclude: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Include: _____</p> <p>_____</p> <p>Exclude: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
2 Salem	<p>Counties: Bedford, Botetourt, Carroll, Craig, Floyd, Franklin, Giles, Henry, Montgomery, Patrick, Pulaski and Roanoke</p> <p>Cities: Bedford, Galax, Martinsville, Radford, Roanoke and Salem</p> <p>Towns: Blacksburg, Boones Mill, Buchanan, Christiansburg, Dublin, Fincastle, Floyd, Glen Lyn, Hillsville, Narrows, New Castle, Pearisburg, Pembroke, Pulaski, Rich Creek, Ridgeway, Rocky Mount, Stuart, Troutville and Vinton</p>	<p>Include: _____</p> <p>_____</p> <p>Exclude: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Include: _____</p> <p>_____</p> <p>Exclude: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
3 Lynchburg	<p>Counties: Amherst, Appomattox, Buckingham, Campbell, Charlotte, Cumberland, Halifax, Nelson, Pittsylvania and Prince Edward</p> <p>Cities: Danville, Lynchburg</p> <p>Towns: Altavista, Amherst, Appomattox, Brookneal, Charlotte Court House, Chatham, Dillwyn, Drakes Branch, Farmville, Gretna, Halifax, Hurt, Keysville, Pamplin City, Phenix, Scottsburg, South Boston and Virgilina</p>	<p>Include: _____</p> <p>_____</p> <p>Exclude: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Include: _____</p> <p>_____</p> <p>Exclude: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
4 Richmond	<p>Counties: Amelia, Brunswick, Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, Lunenburg, Mecklenburg, New Kent, Nottoway, Powhatan and Prince George</p> <p>Cities: Colonial Heights, Hopewell, Petersburg and Richmond</p> <p>Towns: Alberta, Ashland, Blackstone, Boydton, Brodnax, Burkeville, Chase City, Clarksville, Crewe, Kenbridge, La Crosse, Lawrenceville, Mckenney, South Hill and Victoria</p>	<p>Include: _____</p> <p>_____</p> <p>Exclude: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Include: _____</p> <p>_____</p> <p>Exclude: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>

<p style="text-align: center;">5 Norfolk</p>	<p>Counties: Accomack Isle of Wight, James City, Northampton, Southampton, Surry, Sussex, York and Greensville. Cities: Chesapeake, Emporia, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach and Williamsburg Towns: Accomac, Belle Haven, Bloxom, Boykins, Branchville, Cape Charles, Capron, Cheriton, Chincoteague, Claremont, Courtland, Dendron, Eastville, Exmore, Hallwood, Ivor, Jarratt, Keller, Melfa, Nassawadox, Newsoms, Onancock, Onley, Painter, Parksley, Saxis, Smithfield*, Stony Creek, Surry, Tangier, Wachapreague, Wakefield, Waverly and Windsor</p>	<p>Include: _____ _____ Exclude: _____ _____ _____ _____</p>	<p>Include: _____ _____ Exclude: _____ _____ _____ _____</p>
<p style="text-align: center;">6 Fredericksburg</p>	<p>Counties: Caroline, Essex, Gloucester, King and Queen, King George, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, Spotsylvania, Stafford and Westmoreland Cities: Fredericksburg Towns: Bowling Green, Colonial Beach, Irvington, Kilmarnock, Montross, Port Royal, Tappahannock, Urbanna, Warsaw, West Point and White Stone</p>	<p>Include: _____ _____ Exclude: _____ _____ _____ _____</p>	<p>Include: _____ _____ Exclude: _____ _____ _____ _____</p>
<p style="text-align: center;">7 Culpeper</p>	<p>Counties: Albemarle, Culpeper, Fauquier, Fluvanna, Greene, Louisa, Madison, Orange and Rappahannock Cities: Charlottesville Towns: Columbia, Culpeper, Gordonsville, Louisa, Madison, Mineral, Orange, Remington, Scottsville, Stanardsville, The Plains, Warrenton and Washington</p>	<p>Include: _____ _____ Exclude: _____ _____ _____ _____</p>	<p>Include: _____ _____ Exclude: _____ _____ _____ _____</p>
<p style="text-align: center;">8 Staunton</p>	<p>Counties: Alleghany, Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah and Warren Cities: Buena Vista, Covington, Harrisonburg, Lexington, Staunton, Waynesboro and Winchester Towns: Berryville, Boyce, Bridgewater, Broadway, Clifton Forge, Craigsville, Dayton, Edinburg, Elkton, Front Royal, Glasgow, Goshen, Grottoes, Iron Gate, Luray, Middletown, Monterey, Mount Crawford Mount, Jackson, New Marke,t Shenandoah, Stanley, Stephens City, Strasburg, Timberville, Toms Brook and Woodstock</p>	<p>Include: _____ _____ Exclude: _____ _____ _____ _____</p>	<p>Include: _____ _____ Exclude: _____ _____ _____ _____</p>
<p style="text-align: center;">9 Northern Virginia</p>	<p>Counties: Arlington, Fairfax, Loudoun and Prince William Cities: Alexandria, Fairfax, Falls Church, Manassas and Manassas Park Towns: Clifton, Dumfries, Hamilton, Haymarket, Herndon, Hillsboro, Leesburg, Lovettsville, Middleburg, Occoquan, Purcellville, Quantico, Round Hill and Vienna</p>	<p>Include: _____ _____ Exclude: _____ _____ _____ _____</p>	<p>Include: _____ _____ Exclude: _____ _____ _____ _____</p>

NOTE: Bidders are to mark with an "X" the Area/s above (1-9) where they shall perform services, and specifically identify any area(s) to be excluded.

ATTACHMENT E
VENDOR DATA SHEET

Note: The following information is required as part of your response to this proposal. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation score of the proposal.

1. Qualification: The vendor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of goods or services:

_____ Years _____ Months

4. Vendor Information:

TIN Number (If Company, Corporation, or Partnership): _____

Social Security Number (If Individual): _____

5. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods and/or services.

A. Company: _____ Contact: _____

Address: _____

Phone: (____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Address: _____

Phone: (____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Address: _____

Phone: (____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ **Title:** _____

BIDDER CHECKLIST – TO BE RESPONSIVE TO SOLICITATION, COMPLETE THE FOLLOWING:

Required Items to be provided with Bid	Bidder Acknowledgement (Initial below when action completed)
1. Small Business Certification – Bidder MUST be certified “Small” by DMBE. If not certified, CLICK HERE .	_____ Initial
2. Contractor Info - Complete Contractor Offer information on page 1. Signature Required	_____ Initial
3. Pricing - Complete Bid Rate information on page 2 for areas where services will be provided	_____ Initial
4. State Corporation Commission – Attachment C. Complete required information. Signature Required	_____ Initial
5. Appraiser Data Sheet Information – Attachment D. Complete Attachment and mark with an “X” if ALL areas to be included, or identify any locations to be EXCLUDED. Signature Required	_____ Initial
6. Vendor Data Sheet – Attachment E. Complete required information. Signature Required	_____ Initial
7. Qualifications and Licenses of Staff – Certify by initials at right of the possession of the following requirements: <ul style="list-style-type: none"> • General Real Estate Appraiser certification by the Real Estate Appraiser Board of the Commonwealth of Virginia • “<i>Reviewer experience</i>” for any individual performing appraisal reviews, as defined in the Regulations of the Virginia Real Estate Appraiser Board; possession of their Virginia Certified General Real Estate Appraiser license for a minimum of two years, and; have performed a minimum of twelve (12) appraisal review assignments between January 1, 2010 and December 31, 2012 	_____ Initial
8. Department of Professional and Occupational Regulation (DPOR) . Provide DPOR License	_____ Initial
9. Disciplinary Actions . Certify that there shall have been no disciplinary actions taken against the Bidder or submit additional information about any pending filing or finding	_____ Initial
10. Resume . Include professional designations held, education and appraisal related coursework, particular <u>specialty</u> or <u>unique expertise</u> regarding property type/s, intended use, specific appraisal guidelines (e.g., UASFLA, Uniform Act, etc.) and provide a representative client list to identify any governmental, corporate and/or financial institution clients for whom real estate appraisal services are regularly provided with and include contact information for a reference for each client listed.	_____ Initial