

**MODIFICATION #1
TO
CONTRACT NUMBER DGS-180713-ALL
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
ALLSTATE APPRAISAL L.P.**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia hereinafter, referred to as "State" or "Commonwealth" or "DGS" (Department of General Services), and Allstate Appraisal L.P., hereinafter referred to as "Allstate Appraisal L.P." or "Contractor" relating to Contract #DGS-180713-ALL dated July 13, 2018, as amended hereinafter referred to as the "Contract" or "Agreement." This Modification #1 is hereby incorporated into and made an integral part of the Agreement. Except as specifically modified, all other terms and conditions of the Contract remain unchanged.

The purpose of this Modification #1 is to document both parties' agreement to extend the Contract. Following the Initial Term this Contract may be renewed upon the written mutual agreement of both parties for three (3) successive one (1) year periods, under the terms of the current Contract and with reasonable (approximately 90 days) written notice given prior to the expiration of the then current term.

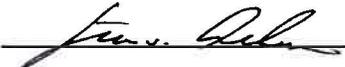
Reference: Contract #DGS-180713-ALL "Special Terms and Conditions B" entitled "Renewal Of Contract". Both above referenced parties hereby agree to modify the contract to extend it for one (1) years from July 13, 2019 through July 12, 2020.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ALLSTATE APPRAISAL L.P.

COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: Steven S Albert

NAME: Niniekwe M. Harris, VCA

TITLE: President

TITLE: Contract Officer, OCP

DATE: 07/08/19

DATE: 7/9/19



COMMONWEALTH OF VIRGINIA

SOLICITATION ~ OFFER ~ AWARD

Non-Professional Services Sealed Invitation for Bid (IFB) for Appraisal Services

NIGP Commodity Codes:
91814 ~ APPRIASAL CONSULTING SERVICES • 94615 ~ REAL ESTATE APPRAISAL SERVICES •
96866 ~ RIGHT OF WAY SERVICES

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|--|-----------------------------------|--|--|
| 1. Contract #: TO BE ISSUED AT TIME OF AWARD | 2. IFB #: TCW-2018-0416 | 3. Date Issued: April 16, 2018 | 4. Due Date / Time: May 15, 2018 / 2:00 P.M. EST |
| 5. ISSUING OFFICE: Department of General Services Central Procurement Unit (CPU) 1100 Bank Street, Suite 724 Richmond, Virginia 23219 | | 6. SHIP TO: As indicated on eVA Purchase Order | |

SOLICITATION

7. This is an advertised solicitation consisting of (1) the Purpose; (2) Scope of Work; (3) General and Special Terms and Conditions; and other provisions, representations, certifications, or specifications as per attached or incorporated herein by reference. **Sealed bids for furnishing the Services set forth in the schedule must be returned to the Issuing Office (Item #5 above.)** If hand carried, deliver to the CPU located on the seventh floor of the address indicated above. **Complete bids must be received prior to 2:00 P.M. local time on the Date Due/Time (Item #4 above.)** Bids will be publicly opened at 2:10 P.M. (local time), May 15, 2018, in the CPU Conference Room, 1100 Bank Street, Seventh Floor, Suite 724, Richmond, Virginia.

OPTIONAL PRE-BID CONFERENCE: An optional pre-bid conference will be held at 2:00 P.M. EST on April 26, 2018 in the DGS Central Procurement Unit, 1100 Bank Street, Suite 724, Richmond, Virginia 23219. See Section III for additional information related to this optional pre-bid conference.

CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidders must submit questions in writing via email to procurement@dgs.virginia.gov no later than 5:00 P.M. on May 9, 2018. **No questions will be answered by telephone.** Any revisions to the solicitation will be made only by an addendum issued by the Contracting Officer. Please include "IFB #TCW-2018-0416" in the title of the message. The addendum, if necessary, will be posted online at <http://www.eva.virginia.gov>. It is the responsibility of the Bidder to download the addendum.

PERIOD OF CONTRACT: One (1) year Initial Term Contract with four (4) additional successive one (1) year renewal options.

Issued by: Tiffany C. Walker, VCA
 Contracting Officer
 Email at: tiffany.walker@dgs.virginia.gov

Tiffany C. Walker /s/
 Signature

OFFER

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB, not to exceed the prices indicated in the Pricing Schedule and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

| | |
|--|--|
| 8. Company Name: Allstate Appraisal, LP Address: 320 W 202nd St. City/State/ZIP: Chicago Heights, IL 60411 Signature: Printed Name: Steven S Albert Title: President Date: 06/01/2018 | Contractor's TIN: 36-4405938 eVA Vendor ID or DUNS No.: Duns 069499705 State Corporation Commission No: MO11346-6 DSBSD Certification No.: Telephone No.: 708-754-3455 Cell No.: 708-420-5287 Email: lparish@allstateappraisal.nt |
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9. BILL TO: See Section VI: Method of Payment

AWARD

| | | |
|--|--|-------------------------------------|
| 10. ACCEPTED AS TO BID ITEM / CATEGORY NUMBERS: <i>All</i> | 11. AMOUNT: \$95,000 | 12. AWARD DATE: 7/13/2018 |
| 13. COMMONWEALTH'S REPRESENTATIVE: <i>Tiffany Walker</i> | 14. COMMONWEALTH OF VIRGINIA By: <i>Tiffany C Walker</i> | |

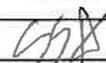
NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid.

AWARD POSTING: Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, the Commonwealth of Virginia, through the Virginia Department of General Services, Central Procurement Unit (CPU), will publicly post such notice online at <http://www.eva.virginia.gov> for a minimum of ten (10) days.

BID FORM COMPLETION CHECKLIST

This IFB contains several portions, which should be completed and submitted with your bid in order for your bid to be responsive.

Please use the provided checklist below to ensure proper completion of your bid.

| Required Items to be Provided with Bid | Bidder Acknowledgement (Initial below when action completed) |
|---|---|
| 1. Contractor Information – Complete Bidder Information on Page 1 (#8 – Cover Page) (State Corporation Commission No. if not a sole proprietor and DSBSD Certification No. if certified). Original signature required. |  _____ Initial |
| 2. Authorized Representative – Complete the required information in Special Term and Condition E (Page 17), entitled “Authorized Representatives” |  _____ Initial |
| 3. Pricing – Complete Pricing Schedule on Pages 27 - 29. For each area, select whether ALL locations are to be INCLUDED; ALL locations are to be EXCLUDED; or the area is INCLUDED, but locations to be EXCLUDED therefrom have been struck through. Indicate the maximum hourly rate for the services you will provide for each area where services will be provided |  _____ Initial |
| 4. State Corporation Commission – Attachment A. Complete required information. Original signature Required |  _____ Initial |
| 5. Vendor Data Sheet – Attachment B. Complete required information. Original signature Required |  _____ Initial |
| 6. Appraiser Data Sheet Information – Attachment D. Complete required information. Attach a copy of the Real Estate Appraiser Board of the Commonwealth of Virginia issued license and a resume for each appraiser submitting a sheet. Original signature Required |  _____ Initial |
| 7. Qualifications – Specify for the Contractor’s principal by initialing to the right possession of the following, as applicable: | |
| <input checked="" type="checkbox"/> Certified General Real Estate Appraiser license issued by the Real Estate Appraiser Board of the Commonwealth of Virginia |  _____ Initial |
| <input type="checkbox"/> Certified Residential Real Estate Appraiser license issued by the Real Estate Appraiser Board of the Commonwealth of Virginia | _____ Initial |
| <input checked="" type="checkbox"/> “Reviewer experience” 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 or Certified Residential Real Estate Appraiser license for a minimum of two years, and; have performed a minimum of twelve (12) appraisal review assignments between January 1, 2015 and March 31, 2018 |  _____ Initial |

I. PURPOSE

The purpose of this Invitation for Bids ("IFB") is to solicit sealed bids for the establishment of a Contract or Contracts ("Contract") for Appraisal Services (herein defined) from persons licensed by the Department of Professional and Occupational Regulation's (DPOR) Real Estate Appraiser Board of the Commonwealth of Virginia ("Virginia Real Estate Appraiser Board") as either a Certified General Real Estate Appraiser or Certified Residential Real Estate Appraiser and who are in good standing therewith. These services will include, as further set forth below: appraisals of fee or lesser interests in real property, reviews of real property appraisals, and real property appraisal consultation services in accordance with the terms and conditions of this IFB (collectively known as "Appraisal Services"). To adequately address the numerous locations, property types, and necessary Appraisal Services, a Contract may be awarded to multiple bidders ("Contractor").

Consistent with the intent for cooperative procurements established in *Code of Virginia* § 2.2-4304, this IFB contemplates that the Appraisal Services may be rendered to any public body as defined in *Code of Virginia* §2.2-430 who may submit an Order, which shall include an accompanying Scope of Work ("SOW"), against the Contract awarded through this IFB to one or more Contractors. In particular, departments, agencies, and institutions of the Commonwealth of Virginia, with the support of the Department of General Services ("DGS") and the Office of The Attorney General ("OAG"), acquire and dispose of interests in real property throughout the Commonwealth via purchase, exchange, condemnation, proffer, gift, lease, conveyance, easement or otherwise, which require the Appraisal Services in connection with such acquisitions or dispositions. While Appraisal Services related to Virginia Department of Transportation or Department of Rail and Public Transportation rights of way, un-appropriated or unclaimed property, property acquired by escheat or conservation easements may be awarded against a Contract awarded through this IFB, it is not anticipated any such awards will be made against a Contract awarded through this IFB.

Award of a Contract DOES NOT guarantee a Contractor work, but allows a Contractor to be eligible to submit a quotation for Appraisal Services on projects from a Purchasing Agency, as described in a Purchasing Agency's SOW, as such Appraisal Services are needed, and as a real property project requiring Appraisal Services arises.

II. SCOPE OF WORK / SPECIFICATIONS

From the pool of Contractors, a Purchasing Agency will be enabled to solicit quotations for specific real estate projects; select, in the Purchasing Agency's sole opinion, a Contractor based upon the Contractor's qualifications, geographic service area, timeliness, and price; and then submit, through eVA, or in accordance with the Purchasing Agency's ordering policies and procedures, an Order (herein defined) for Appraisal Services that will be accompanied by a SOW, an example of which is attached hereto as Attachment F. The SOW is to be used by a Purchasing Agency to describe all Service requirements for a specific project.

The Contractor shall furnish all labor, travel, and incidentals necessary to perform the Appraisal Services described herein.

The required Appraisal Services may include, but shall not be limited to, one (1) or more of the following tasks:

- A. **Performing a Real Property Appraisal.** As specified in a SOW, perform a real property appraisal in accordance with (i) the current edition of the Uniform Standards of Professional Appraisal Practice ("USPAP") issued by the Appraisal Standards Board of the Appraisal Foundation, (ii) the current edition of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) issued by the Interagency Land Acquisition Conference or (iii) 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 thereunder at 49 CFR 24, and/or (iv) any other requirements imposed by federal or state law or agencies applicable to the appraisal services assignment, without departing from any binding requirements or specific guidelines.
- B. **Performing a Real Property Appraisal Review.** As specified in a SOW, perform a real property appraisal review in accordance (i) with the current edition of USPAP, (ii) the current edition of UASFLA, and/or any other requirements imposed by federal or state law or agencies applicable to the appraisal services assignment, without departing from any binding requirements or specific guidelines.
- C. **Performing Real Property Appraisal Consulting.** As specified in a SOW, perform real property appraisal consulting entailing, without limitation, the following: analysis of Absorption Study, Annexation Study Assessment, Cost-Benefit Study, Depreciation/Cost Study, Economic Base Analysis, Economic Structure Analysis, Feasibility Study, Impact Zone Study, Investment Strategy Study, Land Suitability Study, Location Analysis Study, Market Strategy Study, Marketability Study, Rehabilitation Study, Rental Market Study, Site Analysis Study, Urban Renewal Study, Ad Valorem Tax Study, Assemblage Study Condominium Conversion Study, Cross Impact Study, Distressed Property Study, Economic Impact Study, Eminent Domain Study ,Highest and Best Use Study, Investment Analysis Study, Land Development Study, Land Use Study, Market Analysis Study, Market Turning Point Analysis Portfolio Study, Remodeling Study, Right of Way Study, Utilization Study, or Zoning Study. The performance of appraisal consulting services shall comply with any requirements imposed by federal or state law or agencies applicable to the appraisal services assignment.

D. **General Notes**

1. **APPRAISER QUALIFICATIONS:**

- A. **Professional Credentials:** Individuals performing Appraisal Services under a Contract shall have the following qualifications during the term of the Contract:
 - i. Hold an active Certified General Real Estate Appraiser or Certified Residential Real Estate Appraiser license issued by the Virginia Real Estate Appraiser Board. The appraiser's Virginia license number shall be provided with the Bid response;
 - ii. Be in good standing with the Virginia Real Estate Appraiser Board; and

- iii. If performing appraisal reviews, have "reviewer experience," as defined in the Real Estate Appraiser Regulations of the Virginia Real Estate Appraiser Board, have held their Virginia Certified General Real Estate Appraiser or Certified Residential Real Estate Appraiser license for a minimum of two (2) years, and have performed a minimum of twelve (12) appraisal review assignments during the preceding two (2) years.
- B. **Disciplinary Actions:** By their signature on Page 1 of this Solicitation, Contractor certifies and warrants to the following:
- i. 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. Following a review of any disclosed pending complaint, DGS, in its sole discretion, may decline a bidder's offer hereunder.
 - ii. The absence of any finding, including via a Consent Order, in the previous five (5) 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 a bidder's offer hereunder.
- C. **Criminal Background Check:** Due to the potential sensitivity of certain real property transactions, the Commonwealth retains the right to perform a criminal background investigation of a Contractor and any staff who may provide Appraisal Services under a Contract. 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, based on the results of the background check.
2. Issuance of a Contract resulting from this solicitation shall be construed as a continuing offer by a Contractor to perform the specified services that the Commonwealth may request from time to time, through the placement of eVA Orders ("Order"), which are to be accompanied by a SOW as described herein.
 3. Award of a Contract does NOT guarantee a Contractor work, but only allows eligibility to submit a price quotation on projects from a Purchasing Agency, as described in a Purchasing Agency's SOW; as such services are needed, and as a real property project requiring Appraisal Services becomes available.
 4. No obligation for services or costs shall be incurred by either a Contractor or any Purchasing Agency, unless and until an Order is duly authorized and fully executed by a Purchasing Agency, in accordance with the Ordering Instructions herein.
 5. Bid items are to be awarded individually, based upon Contractor's qualifications, geographic service area, timeliness, and price. 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 Appraisal Services, and any required reports or other deliverables, including but not limited to any hard or softcopy reports, survey's, analyses, etc.

6. When real property requires Appraisal Services, a Purchasing Agency will follow the process described in Attachment E, 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.
7. Contractor may have access to confidential and/or privileged information when performing Appraisal Services under this Contract. Therefore, Contractor is required to certify and warrant in each applicable SOW (illustrative example attached as Attachment F hereto) that they understand and shall adhere to the applicable laws regarding the confidentiality and unauthorized disclosure of state and/or federal information, as applicable. Any Contractor or its personnel or subcontractors who refuse to agree to this condition will not be allowed to perform work under this Contract.

E. APPRAISAL REPORTS

1. Appraisal Report and/or an Appraisal Review Report: Unless otherwise specified in the Purchasing Agency's SOW, the Contractor shall provide a written appraisal report to the Purchasing Agency that 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 thereunder 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. A plat;
- B. A tax map or other marked aerial photograph of the boundaries of the appraised property;
- C. Photographs of, and a map depicting the location of, the subject and the comparable properties utilized in the analysis;
- D. The 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

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 or Certified Residential Real Estate Appraiser who has been qualified hereunder.

4. Competency. 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.
 5. Prior Appraisal of or Interest in Subject Property: Prior to the acceptance of an appraisal assignment, the Contractor must advise the Purchasing Agency if the appraiser has previously appraised or is currently appraising the subject property and if the Purchasing Agency has any current or prospective interest in the subject property.
 6. 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 report. The Commonwealth and/or any Purchasing Agency, 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 Purchasing Agency. Retention of the report or review may be by any means deemed appropriate by the Commonwealth and/or any Purchasing Agency, or the intended user, including in any information retrieval system.
- F. **ORDERING PROCEDURES**: Engagement of a Contractor by a Purchasing Agency for Appraisal Services will be based upon Contractor's availability, geographic service area, experience with property type and/or assignment scope, and pricing. Pricing will be a consideration, and is not to exceed the Contractor's established Contract rate for the geographic location of the subject real property, but is not the sole determining factor in the selection of a Contractor for an Order.

1. Request for Services: A Purchasing Agency will contact a Contractor, based upon their geographic service area, experience, qualifications, availability, pricing, etc. and provide a SOW to request an offer to perform Appraisal Services. The Purchasing Agency 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; the intended use of the appraisal; the client and intended users of the appraisal; the definition of market value to use; the format of the appraisal (review) report to be produced; any extraordinary assumption or hypothetical condition 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; and the number of original reports to be produced in addition to the PDF final report as accepted. The request for an offer may specify the maximum timeframe within which the appraisal (review) report is to be produced.

2. **Proposed Pricing:** Within the time period to respond that the Purchasing Agency specifies in the request for an offer to perform Appraisal Services, the Contractor, in order for its offer to be considered, shall provide a binding, not-to-exceed (NTE), written price quotation, **based on Contract pricing**, to perform the Appraisal Services in accordance with the SOW within the time period specified in the request or in the offer, as applicable. 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 Purchasing Agency reserves the right to extend the period to respond to a request for Appraisal Services, to ask a Contractor to reevaluate its pricing, to reject any offer, and/or to obtain any additional quotations the Purchasing Agency deems necessary from any other service providers, whether under Contract or not.

3. **eVA Order:** If a Purchasing Agency deems to accept an offer, then it will issue an Order to the Contractor in eVA or in the Purchasing Agency's own system, as the authority to proceed with the Appraisal Services. The Order is to include and incorporate the finalized SOW, which shall include the Contractor's offered NTE pricing and performance due date, and incorporate by reference the applicable Contract number in the appropriate Order field.

III. PRE-BID CONFERENCE

An optional pre-bid conference will be conducted on April 26, 2018 at 2:00 P.M. E.S.T. in the DGS Central Procurement Unit, Conference Room, 1100 Bank Street, Suite 724, Richmond, Virginia 23219. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative 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 Ms. Tiffany C. Walker, VCA via email at tiffany.walker@dgs.virginia.gov or U. S. Mail at DGS/Central Procurement Unit, 1100 Bank Street, Suite 724, Richmond, Virginia 23219.

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

Attendees 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 are not limited to, a current valid driver's license or passport. Please plan your arrival accordingly.

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

Any change 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.

IV. GENERAL TERMS AND CONDITIONS

The following terms and conditions are **MANDATORY** and shall be included verbatim in any Contract awarded.

- A. 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.
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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.
- C. 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 1 and 2 below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. 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.

- b. 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.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The requirements of these provisions 1. and 2. are a material part of the Contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this Contract for breach, or at its option, the whole Contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific Contract is terminated.
- e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this Contract.

2. The Contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. 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.

E. 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.

F. DEBARMENT STATUS: By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids 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.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. 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.

H. 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 may be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation 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.

I. 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 (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. 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).
- b. 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.
- c. 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.
- d. 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. 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).

2. To Subcontractors:

- a. Within seven (7) days of the Contractor's receipt of payment from the Commonwealth, a Contractor awarded a Contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
 - ii. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one (1) 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 (2) 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.

3. 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.

4. The Commonwealth of Virginia encourages Contractors and Subcontractors to accept electronic and credit card payments.

K. **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.

- L. **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. **Verification of stated qualifications should be provided with the Bidder's response.** 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.
- M. **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.
- N. **ASSIGNMENT OF CONTRACT:** A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the Contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the Contract goods or services, or within the same broad product or service categories as were included in the Contract award. Any 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.
 2. 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, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to

compensation, 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 (1) of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. 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
- c. 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.

P. 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.

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the Contract are not exempt, the Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.

R. **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 coverage 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

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three (3) 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.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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.**
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the Contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

S. **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 10 days.

T. **DRUG-FREE WORKPLACE**: During the performance of this Contract, the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees;
2. 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;

3. 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
4. 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.

U. 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.

V. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: 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 e-procurement solution by completing the free eVA Vendor Registration. All Bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.

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

1. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

2. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/Contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- W. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- X. BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, Bidders shall state offer prices in US dollars.
- Y. 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.

V. SPECIAL TERMS AND CONDITIONS

The following terms and conditions are desirable. The Contractor may propose alternative language, but the basic form of the Agreement shall be retained.

- A. TERM:** The initial term Contract period will be for one (1) year from date of award. 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.
- B. RENEWAL OF CONTRACT:** This Contract may be renewed at the sole discretion of the Commonwealth, for up to four (4) 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 the Contract.

- C. 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) "Other 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.

- D. AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- E. AUTHORIZED REPRESENTATIVES:** 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

Department of General Services
Director, Central Procurement Unit
1100 Bank Street, Suite 724
Richmond, VA 23219
Email: procurement@dgs.virginia.gov
Web: <http://www.dgs.virginia.gov>

CONTRACTOR

Allstate Appraisal, LP
320 W 202nd St.
Chicago Heights, IL 60411
Tel.: 708-799-9000
Fax: 708-754-8504
Email: Stevens@allstateappraisal.net

- F. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may also be terminated by the Contractor, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. **AWARD:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- H. **BANKRUPTCY:** If Contractor becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then the Commonwealth may immediately terminate this Contract on notice to Contractor, unless Contractor immediately gives the Commonwealth adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Contractor, and if this Contract has not otherwise terminated, then the Commonwealth may suspend all further performance of this Contract until Contractor assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Commonwealth and Contractor that this is an executory Contract. Any such suspension of further performance by the Commonwealth pending Contractor's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of the Commonwealth to pursue or enforce any of its rights under this Contract or otherwise.
- I. **BID PRICES:** Bid prices shall be in the form of a hourly rate price for each item during the Contract period.
- J. **BREACH:** The Contractor shall be deemed in breach of this agreement if the Contractor:
1. Fails to provide any service by the specified delivery date;

2. Repeatedly fails to respond to requests for required service within the time set forth in this Agreement;
3. Fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten (10) days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or
4. Fails to provide a written response to the Commonwealth Show Cause Notice within ten (10) days after receiving same.

The Contractor shall not be in breach of this Agreement if the default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of a public enemy, acts of the Commonwealth in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather.

K. CONDITIONS OF PAYMENT: All Services provided by Contractor pursuant to this Contract shall be performed to the satisfaction of the ordering Agency and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Contractor shall not receive payment for defective material or work found by the ordering Agency to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

L. 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 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.

The 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.

- M. **CREDITS:** Any credits due the State under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached to enable validation.
- N. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency'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.
- O. **DELIVERY:** Delivery of performance of services shall be within the number of calendar days stated in the SOW.
- P. **DELIVERY POINT:** All items shall be F.O.B. delivered per specification.
- Q. **EXTRA CHARGES NOT ALLOWED:** Bid pricing shall be for complete delivery ready for the Commonwealth's use, and shall include all applicable freight and delivery charges; extra charges will not be allowed.
- R. **ERRORS IN BIDS:** Errors in bids will be handled in accordance with Section 5.13 of the Vendors Manual.
- S. **eVA ORDERS AND CONTRACTS:** The solicitation/Contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution.

- T. **FAILURE TO DELIVER:** In the event Contractor fails for any reason to deliver in a timely manner or according to Contract terms the Services or items set forth in the Schedule, then the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by the State is sent or given, then the State may immediately procure service(s) from another source. In no event shall the State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, developing, or delivering the service(s), which are subject of the State's notice

of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

- U. IDENTIFICATION OF BID ENVELOPE:** The **signed** IFB response must be returned in a separate sealed envelope and identified as follows:

| | |
|-----------------------|---|
| Vendor Name | POSTAGE* |
| Street or Box Number | |
| City, State, Zip Code | |
| | Department of General Services ATTN Tiffany C. Walker, VCA Consolidated Procurement Unit (CPU) 1100 Bank St STE 724 Richmond VA 23219 |
| IFB #: | TCW-2018-0416 |
| IFB Title: | Appraisal Services |
| Due Date: | May 15, 2018 |
| Time: | 2:00 P. M. EST |
| DSBSD #: | _____ |

*If an IFB response 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 response to be disqualified. IFB responses delivered that require an "Additional Postage Due" payment will not be accepted.

IFB responses may be hand delivered to the designated location in the office issuing the solicitation.

No other correspondence or other IFB response should be placed in the envelope.

- V. ORDER CHANGES:** Any changes to be made once a purchase order has been provided to the Contractor must be made between the Commonwealth and the Contractor. Both parties shall agree in writing to any changes in the scope of work and any increase or decrease in the price that may result as a consequence of the changes. **No Order changes may be made verbally. Only the Commonwealth has the right to issue a change to any Purchase Order.**

- W. OPTIONAL PRE-BID CONFERENCE:** An optional pre-bid conference will be held at **2:00 P.M. EST on April 26, 2018** in the **DGS Central Procurement Unit Conference Room, 1100 Bank Street, Suite 724, Richmond, Virginia, 23219**. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

See Section III of this IFB, entitled "Optional Pre-Bid Conference" for additional information related to this conference.

X. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

Y. **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.

Z. **QUALIFIED PERSONNEL:** All services to be performed as specified in this solicitation shall be performed by properly trained and experienced personnel. The Commonwealth reserves the right to require proof of training or experience prior to award and at any time during the term of the Contract. Verification of stated qualifications should be provided with the Bidder's response. The Commonwealth reserves the right to request replacement of Contractor's personnel if the Services performed by the Contractor's personnel are deemed in any way unsuitable by the Contract Administrator.

AA. **REFERENCES:** Bidders shall provide a list of at least three (3) references where similar goods and/or services have been provided. **Complete and submit Attachment B, entitled "Vendor Data Sheet" with response.**

BB. **SEVERABILITY:** Each paragraph and provision of this Contract is severable from the entire Contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

CC. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. **Submission of Small Business Subcontracting Plan:** It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime Contracts and subcontracts. All bidders are required to submit a Small Business Subcontracting Plan. The Contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder shall note such on the Small Business Subcontracting Plan. No bidder or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids.
2. **Evidence of Compliance with Small Business Subcontracting Plan:** Each prime Contractor who wins an award in which provision of a small business subcontracting

plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the Contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a Contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the Contractor has certified compliance with the Contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

3. Prime Contractor Subcontractor Reporting:

(i.) Each prime Contractor who wins an award greater than \$100,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.

(ii.) In addition each prime Contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified businesses. The Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

DD. 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 the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 a statement describing why the bidder or 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. **Submit Attachment A, entitled "Virginia State Corporation Commission (SCC) Form" with response.**

EE. TERMINATION AND CANCELLATION: The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one (1) or more of the following events of default occur or continue during the term of this Agreement;

1. Contractor fails to deliver equipment or services required by this Agreement or
2. Contractor repeatedly fails to respond to requests for services within the time limits set forth in the Agreement or
3. Contractor breaches any of the other terms set forth within this Agreement or
4. Contractor fails to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the Contractor ten (10) days to cure the failure/nonperformance. If the Contractor fails to answer the cure notice, or does not correct the deficiencies noted, then the State may immediately terminate the Contract for Default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination. All costs of de-installation and return of the equipment will be the Contractor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this Agreement.

FF. 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.

GG. E-VERIFY PROGRAM: Pursuant to *Code of Virginia*, §2.2-4308.2, any employer with more than an average of 50 employees for the previous 12 months entering into a Contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such Contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from e-Verify to prove that they are enrolled in E-Verify.

CONTINUED ON NEXT PAGE

VI. METHOD OF PAYMENT

A. Invoices: All invoices shall be rendered promptly to after all Services covered by the invoice have been provided. Where performance is completed in less than one (1) month, the Contractor should invoice the User for the full amount of the order at the completion thereof. Where performance is longer than one (1) month, the Contractor should invoice monthly in arrears. No invoice may include any cost other than those identified in the Agreement or individual Order referencing this Contract. Invoices shall provide at a minimum:

1. Name of Agency (ordering entity)
2. User contact name
3. Type and description of the Service
4. Customer number
5. Purchase order number
6. Work order number (if applicable)
7. Invoice number
8. Invoice date
9. Monthly charges
10. Contract Number, and
11. Contractor's Taxpayer Identification Number (TIN)

The Contractor should submit a valid invoice to the following address by the tenth (10th) day of the month following the month in which services were rendered. Invoices shall be mailed to:

Contractor shall render invoices in accordance with the instructions contained in an eVA Order.

B. Payment:

1. For valid invoices that exceed \$5,000, payment will be made monthly within thirty (30) days of receipt of a valid invoice for all services provided by check or EDI or the Commonwealth of Virginia's Gold Card. Charge card transaction fees shall not be applied to any invoice issued to the Commonwealth.

Or

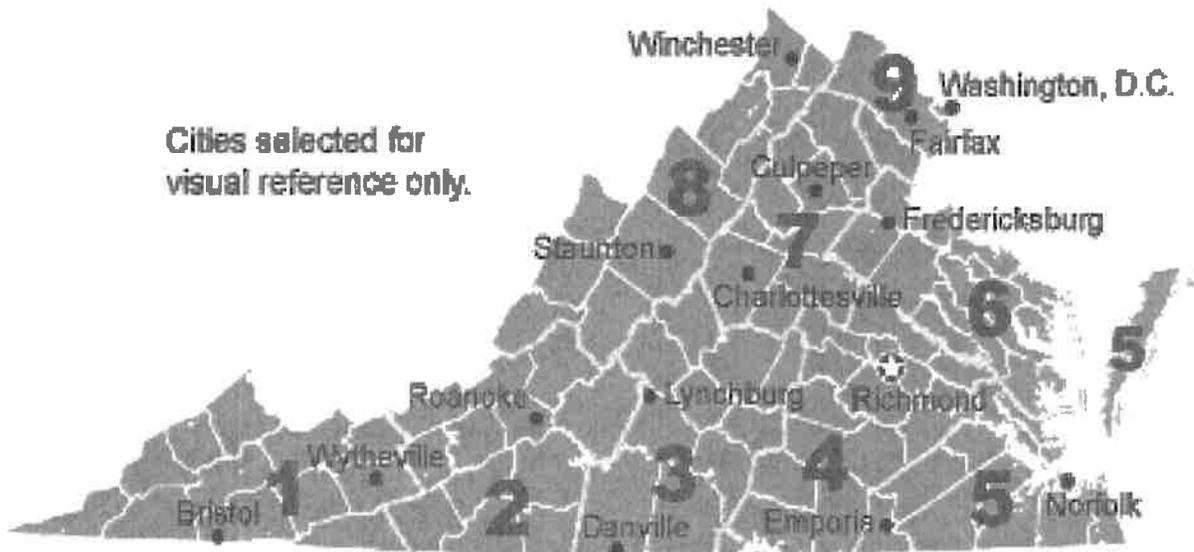
2. For valid invoices in the amount of \$5,000.00 or less, payment may be made by check, EDI payment, Commonwealth of Virginia's Small Purchase Charge Card or Gold Card. Charge card transaction fees shall not be applied to any invoice issued to the Commonwealth

VII. SERVICES AND PRICING SCHEDULE

The Services Pricing Schedule is for submitting complete bid information and for the evaluation of bids received.

As defined in the Bid Notes, pricing shall be per Order in response to a solicitation for Appraisal Services specified in a SOW and shall be FOB Destination, and ALL INCLUSIVE for all expenses for a "not to exceed" amount)

Please mark the following chart to indicate those geographic areas in which you would be willing to offer to perform Appraisal Services. 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.



CONTINUED ON NEXT PAGE

SERVICES AND PRICING SCHEDULE

| Area | Service | | |
|---|---------------------|-------------------------|------------------------|
| | Appraisal Report | Appraisal Report Review | Appraisal Consultation |
| <p>Area(s) where Bidder will provide Appraisal Services. (Mark your selection with an "X" and, if so choosing, identify any excluded locations from the Area by striking through the location listed to the left)</p> <p>#1 – Bristol Counties: Bland, Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise and Wythe Cities: Bristol, Norton 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 <input checked="" type="checkbox"/> Include All of the Area <input type="checkbox"/> Exclude All of the Area <input type="checkbox"/> Include the Area, But Exclude Localities stricken through as reflected above.</p> | \$ <u>100</u> /Hour | \$ <u>100</u> /Hour | \$ <u>350</u> /Hour |
| <p>#2 – Salem Counties: Bedford, Botetourt, Carroll, Craig, Floyd, Franklin, Giles, Henry, Montgomery, Patrick, Pulaski and Roanoke Cities: Galax, Martinsville, Radford, Roanoke and Salem Towns: Bedford, 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 <input checked="" type="checkbox"/> Include All of the Area <input type="checkbox"/> Exclude All of the Area <input type="checkbox"/> Include the Area, But Exclude Localities stricken through as reflected above.</p> | \$ <u>100</u> /Hour | \$ <u>100</u> /Hour | \$ <u>350</u> /Hour |
| <p>#3 – Lynchburg Counties: Amherst, Appomattox, Buckingham, Campbell, Charlotte, Cumberland, Halifax, Nelson, Pittsylvania and Prince Edward Cities: Danville, Lynchburg 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 <input checked="" type="checkbox"/> Include All of the Area <input type="checkbox"/> Exclude All of the Area <input type="checkbox"/> Include the Area, But Exclude Localities stricken through as reflected above.</p> | \$ <u>100</u> /Hour | \$ <u>100</u> /Hour | \$ <u>350</u> /Hour |

| Area(s) where Bidder will provide Appraisal Services. (Mark your selection with an "X" and, if so choosing, identify any excluded locations from the Area by striking through the location listed to the left) | Service | | |
|---|---------------------|-------------------------|------------------------|
| | Appraisal Report | Appraisal Report Review | Appraisal Consultation |
| <p>#4 – Richmond</p> <p><u>Counties:</u> Amelia, Brunswick, Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, Lunenburg, Mecklenburg, New Kent, Nottoway, Powhatan and Prince George</p> <p><u>Cities:</u> Colonial Heights, Hopewell, Petersburg and Richmond</p> <p><u>Towns:</u> Alberta, Ashland, Blackstone, Boynton, Brodnax, Burkeville, Chase City, Clarksville, Crewe, Kenbridge, La Crosse, Lawrenceville, McKenney, South Hill and Victoria</p> <p><input checked="" type="checkbox"/> Include All of the Area <input type="checkbox"/> Exclude All of the Area</p> <p><input type="checkbox"/> Include the Area, But Exclude Localities stricken through as reflected above.</p> | \$ <u>100</u> /Hour | \$ <u>100</u> /Hour | \$ <u>350</u> /Hour |
| <p>#5 – Norfolk</p> <p><u>Counties:</u> Accomack Isle of Wight, James City, Northampton, Southampton, Surry, Sussex, York and Greensville.</p> <p><u>Cities:</u> Chesapeake, Emporia, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach and Williamsburg</p> <p><u>Towns:</u> 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><input checked="" type="checkbox"/> Include All of the Area <input type="checkbox"/> Exclude All of the Area</p> <p><input type="checkbox"/> Include the Area, But Exclude Localities stricken through as reflected above.</p> | \$ <u>100</u> /Hour | \$ <u>100</u> /Hour | \$ <u>350</u> /Hour |
| <p>#6 – Fredericksburg</p> <p><u>Counties:</u> Caroline, Essex, Gloucester, King and Queen, King George, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, Spotsylvania, Stafford and Westmoreland</p> <p><u>Cities:</u> Fredericksburg</p> <p><u>Towns:</u> Bowling Green, Colonial Beach, Irvington, Kilmarnock, Montross, Port Royal, Tappahannock, Urbanna, Warsaw, West Point and White Stone</p> <p><input checked="" type="checkbox"/> Include All of the Area <input type="checkbox"/> Exclude All of the Area</p> <p><input type="checkbox"/> Include the Area, But Exclude Localities stricken through as reflected above.</p> | \$ <u>100</u> /Hour | \$ <u>100</u> /Hour | \$ <u>350</u> /Hour |

| Area(s) where Bidder will provide Appraisal Services. (Mark your selection with an "X" and, if so choosing, identify any excluded locations from the Area by striking through the location listed to the left) | Service | | |
|--|---------------------|-------------------------|------------------------|
| | Appraisal Report | Appraisal Report Review | Appraisal Consultation |
| <p>#7 – Culpeper</p> <p><u>Counties:</u> Albemarle, Culpeper, Fauquier, Fluvanna, Greene, Louisa, Madison, Orange and Rappahannock</p> <p><u>Cities:</u> Charlottesville</p> <p><u>Towns:</u> Culpeper, Gordonsville, Louisa, Madison, Mineral, Orange, Remington, Scottsville, Stanardsville, The Plains, Warrenton and Washington</p> <p><input checked="" type="checkbox"/> Include All of the Area <input type="checkbox"/> Exclude All of the Area</p> <p><input type="checkbox"/> Include the Area, But Exclude Localities stricken through as reflected above.</p> | \$ <u>100</u> /Hour | \$ <u>100</u> /Hour | \$ <u>350</u> /Hour |
| <p>#8 – Staunton</p> <p><u>Counties:</u> Alleghany, Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah and Warren</p> <p><u>Cities:</u> Buena Vista, Covington, Harrisonburg, Lexington, Staunton, Waynesboro and Winchester</p> <p><u>Towns:</u> 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 Market, Shenandoah, Stanley, Stephens City, Strasburg, Timberville, Toms Brook and Woodstock</p> <p><input checked="" type="checkbox"/> Include All of the Area <input type="checkbox"/> Exclude All of the Area</p> <p><input type="checkbox"/> Include the Area, But Exclude Localities stricken through as reflected above.</p> | \$ <u>100</u> /Hour | \$ <u>100</u> /Hour | \$ <u>350</u> /Hour |
| <p>#9 – Northern Virginia</p> <p><u>Counties:</u> Arlington, Fairfax, Loudoun and Prince William</p> <p><u>Cities:</u> Alexandria, Fairfax, Falls Church, Manassas and Manassas Park</p> <p><u>Towns:</u> Clifton, Dumfries, Hamilton, Haymarket, Herndon, Hillsboro, Leesburg, Lovettsville, Middleburg, Occoquan, Purcellville, Quantico, Round Hill and Vienna</p> <p><input checked="" type="checkbox"/> Include All of the Area <input type="checkbox"/> Exclude All of the Area</p> <p><input type="checkbox"/> Include the Area, But Exclude Localities stricken through as reflected above.</p> | \$ <u>100</u> /Hour | \$ <u>100</u> /Hour | \$ <u>350</u> /Hour |

VIII. ATTACHMENTS

- Attachment A – Virginia State Corporation Commission (SCC) Form
- Attachment B – Vendor Data Sheet
- Attachment C – Small Business Subcontracting Plan
- Attachment D – Real Estate Appraiser Data Sheet
- Attachment E – Contractor Ordering Instructions for Using Pre-qualified Contractors
- Attachment F – Sample Scope of Work (SOW)

**ATTACHMENT A
VIRGINIA STATE CORPORATION COMMISSION (SCC) FORM**

**Virginia State Corporation Commission ("SCC") Registration must be completed and returned
with the Bid**

The undersigned Offeror:

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 Offeror 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 Offeror'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 Offeror'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 proposals.*

Signature: Steven S Albert

Name: Steven S Albert
(Print)

Title: President

Name of Firm: Allstate Appraisal, LP

Date: 06/01/2018

* THE COMMONWEALTH, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO DETERMINE
WHETHER TO ALLOW SUCH A WAIVER.

**ATTACHMENT C
SMALL BUSINESS SUBCONTRACTING PLAN**

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential Bidders are required to submit a Small Business Subcontracting Plan.

Small Business: "Small business (including micro)" means a business, which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Bidder Name: Allstate Appraisal, LP

Preparer Name: Steven Albert

Date: 6/13/18

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the Bidder to receive credit for the small business subcontracting plan evaluation criteria, the Bidder shall identify the portions of the Contract that will be subcontracted to DSBSD-certified small business for the initial Contract period in Section B.

Bidders which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Bidders which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial Contract period in relation to the Bidder's total price for the initial Contract period.

Points will be assigned based on each Bidder's proposed subcontracting expenditures with DSBSD certified small businesses for the initial Contract period as indicated in Section B in relation to the Bidder's total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification Number: _____ Certification Date: _____

Section B – Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Populate the table below to show your firm’s plans for utilization of DSBSD-certified small businesses in the performance of this Contract for the initial Contract period in relation to the bidder’s total price for the initial Contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that this proposed participation will be incorporated into the subsequent contract and will be a requirement of the Contract. Failure to obtain the proposed participation percentages may result in breach of the Contract.

| Micro/Small Business Name & Address DSBSD Certificate # | Status if Micro/Small Business is also: Women (W), Minority (M) | Contact Person, Telephone & Email | Type of Goods and/or Services | Planned Involvement During Initial Period of the Contract | Planned Contract Dollars During Initial Period of the Contract (\$ or %) |
|--|---|--|--------------------------------|---|---|
| 654659 Atlantic Real Estate Solutions LLC | M | Franics Omorodian francie@atlanticrealestate solutionsc.com 703-441-6641 | Commercial Appraisal Services | | Will contract for commercial properties within the appraisers coverage area to a maximum of 14% of total. ** |
| 681614 Baird Appraisals | W | Kerry Baird bairdappraisals@aol.com 757-710-4984 | Residential Appraisal Services | | Will contract for residential properties within the appraisers coverage area to a maximum of 14% of total. ** |
| 689920 Decision Point Partners, LLC | W | Denise West denise@dppart.com 540-828-7333 | Commercial Appraisal Services | | Will contract for commercial properties within appraisers coverage area to a maximum of 14% of total. ** |
| | | | | | |
| | | | | | |
| Totals \$ | | | | | 42% |

** We will make every effort to use DSBSD appraisers, however USPAP requires appraisals be completed by an appraiser with geographic competency of the subject property. At the time of this RFP we are unaware of property addresses so the possibility exists DSBSD appraisers may not exist in the coverage area of the subject properties.

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 Appraisal Services as stipulated in this Contract, and at the accepted Bid pricing.

Signature: Steve S. Albert

Name in which appraiser holds Virginia license: See attached list of VA Appraisal Vendor Panel

License Number: See attached

License Held (Attach a copy of the active license):

- Certified General Real Estate Appraiser
- Certified Residential Real Estate Appraiser
- Licensed Residential Real Estate Appraiser
- Appraiser Trainee

*Indicated
or attached*

1. I certify and warrant that there is no complaint on file or pending against me 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 me 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 or Certified Residential Real Estate Appraiser license~~ for a minimum of two years and have you performed a minimum of twelve appraisal review assignments between January 1, 2015 and March 31, 2018? No Yes
4. Have you completed training in application of the current edition of UASFLA that was approved for appraiser continuing education credit? No Yes *C's so scheduled for August 2018*
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.

ATTACHMENT E

**CONTRACT ORDERING INSTRUCTIONS FOR USING
PRE-QUALIFIED CONTRACTORS**

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

WORK ESTIMATED AT LESS THAN \$5,000

1. Purchasing Agency develops the Scope of Work (SOW) for Services needed.
2. Purchasing Agency contacts and provides the SOW to a minimum of **one (1)** Contractor based on Contractor qualifications and geographic area for the subject real property's location.
3. Purchasing Agency establishes the due date for Contractor(s) to return SOW with proposed price and time of performance.
4. Contractor(s) returns written SOW with bid quote to Purchasing Agency by the established due date.
5. Purchasing Agency selects Contractor, when multiple Contractors are solicited based upon the Contractor's qualifications, geographic service area, timeliness, and price, and notifies the Contractor 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. Purchasing Agency develops the Scope of Work (SOW) for Services needed.
2. Purchasing Agency contacts and provides the SOW to a minimum of **three (3)** Contractors based on Contractors' qualifications and geographic area for the subject real property's location.
3. Purchasing Agency establishes due date for Contractors to return SOW with proposed price and time of performance.
4. Contractors return written SOW with bid quote to Purchasing Agency by the established due date.
5. Purchasing Agency selects Contractor based upon the Contractor's qualifications, geographic service area, timeliness, and price, , and notifies the Contractor 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 OVER \$100,000

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

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

ATTACHMENT F

Sample Scope of Work (SOW)

BIDDERS DO NOT COMPLETE AT THIS TIME

This following sample SOW template is for illustrative purposes only. A Purchasing Agency may use and develop any similar form or format to ensure that they can adequately convey to the Contractor the scope or complexity of the appraisal problem. Regardless of format, such a document shall be prepared for each Order developed between a Purchasing Agency and the Contractor for Appraisal Services to be provided under this Contract. Following the completion of a SOW, the SOW shall accompany an eVA Requisition for hourly-rate services in order for 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 a Purchasing Agency under this Contract 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 Services
Sample Scope of Work (SOW)**

1. DGS Contract #: _____ (from Contract page 1)
2. SOW Effective Date: <<Insert Date or "Upon Receipt of Order">>
3. Purchasing Agency / Ordering Entity:
<< Insert ordering entity name e.g., DGS, Division of Real Estate Services, etc. >>
4. Purchasing Agency 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 and deliverables required:
 - b. Number of hours for Contractor to complete tasks/project:
 - c. Custom report needs or formats:
8. Timelines:
9. Project Milestones (if applicable):
10. 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 >>
11. **Confidentiality:** In the course of performing under this Scope of Work, Contractor and its employees, agents and subcontractors may have access to certain state and/or federal information, which the Commonwealth or Purchasing Agency may deem to be confidential or privileged information ("Confidential Information"), which is not intended to be disclosed to any third party. By accepting to perform under this Scope of Work, 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 performing under this Scope of Work or to use such Confidential Information for any purposes whatsoever other than in Contractor's performance hereunder. Further, by accepting to perform under this Scope of Work, Contractor agrees to notify its employees, agents, and subcontractors of their obligations of confidentiality hereunder and require the same to keep such information

confidential. The Commonwealth or any Purchasing Agency retains the sole and exclusive right for the Contractor or its employees, agents and subcontractors to sign and certify a separate Nondisclosure Agreement (NDA), as deemed appropriate or necessary. Contractor acknowledges that a breach of its obligation of confidentiality may give rise to irreparable injury to the Commonwealth or Purchasing Agency, which damage may be inadequately compensable in the form of monetary damages. Accordingly, the Commonwealth or Purchasing Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.

13. Other:

This SOW, with any attachments or exhibits, together with the accompanying eVA Order and the referenced Contract (above), constitute the entire agreement between Contractor and the Purchasing Agency, 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 any work product produced hereunder, 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 attachments shall prevail and govern in the case of any such inconsistent or additional terms.



May 11, 2018

ADDENDUM NO. 1 TO ALL BIDDERS

Reference – Invitation for Bids: IFB #TCW-2018-0416
Commodity: Appraisal Services
Dated: April 16, 2018
Bids Due: **June 5, 2018 (REVISED)**
Pre-bid Conference: April 26, 2018 (HELD)

The below is hereby changed to read:

1. Reference Cover Page, Due Date/Time, revise to read: **“Due Date/Time: June 5, 2018 – 11:00 A.M. EST.”**
2. Reference Special Term and Condition, Paragraph U, entitled ‘Identification of Bid Envelope’, revise to read:

IDENTIFICATION OF BID ENVELOPE: The **signed** IFB response must be returned in a separate sealed envelope and identified as follows:

| | |
|-------------------------------|---|
| Vendor Name | |
| Street or Box Number | POSTAGE* |
| City, State, Zip Code | |
| | Department of General Services ATTN Tiffany C. Walker, VCA Consolidated Procurement Unit (CPU) 1100 Bank St STE 724 Richmond VA 23219 |
| IFB #: TCW-2018-0416 | |
| IFB Title: Appraisal Services | |
| Due Date: June 5, 2018 | |
| Time: 11:00 A. M. EST | |
| DSBSD #: _____ | |

*If an IFB response 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 response to be disqualified. IFB responses delivered that require an “Additional Postage Due” payment will not be accepted.



Department of General Services
Central Procurement Unit
1100 Bank Street
Suite 724
Richmond, VA 23119

IFB responses may be hand delivered to the designated location in the office issuing the solicitation.

No other correspondence or other IFB response should be placed in the envelope.

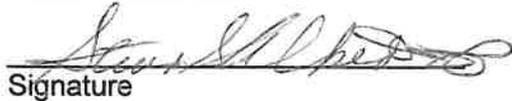
Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Respectfully,

Tiffany C. Walker /s/
tiffany.walker@dgs.virginia.gov
Contracting Officer

At Stake Appraisal LP
Name of Firm

STEVEN S ALBERT, PRES.
Printed Name and Title


Signature

6/13/18
Date

Steven S. Albert, MAI, SRA

Education

- Bachelor of Science Degree Business Management, Southern Illinois University; Carbondale, Illinois
- Successfully completed courses from the Appraisal Institute and other Course Providers
 - Fundamentals of Relocation Appraising | Residential Consulting | Advanced Applications | Discounted Cash Flow Analysis | Appraisers Legal Liabilities | Real Estate Appraisal Principals | Basic Valuation Procedures | Standards of Professional Practice Capitalization Theory and Techniques (A & B) | Case Studies in Real Estate Valuation | Valuation Analysis and Report Writing, Residential Valuation | Appraisal Reporting of Complex Residential Properties | Fair Housing Issues and Cultural Awareness Feasibility Analysis and Highest and Best Use – Non-Residential | Valuation of Detrimental Conditions in Real Estate Condemnation | Real Estate Risk Analysis | Appraisal Reporting for Fair Lending | Reviewing Residential Appl. and Using Fannie Mae Form 2000 FHA and the Appraisal Process | 7 Hour National USPAP Equivalent Course | Appraisal of Nursing Facilities | Eminent Domain and Condemnation | 2 Hour Michigan Law Seminar, Business Practices and Ethics | Appraising Convenience Stores | Supervising Appraisal Trainees | Real Estate Appraisal Operations | Analyzing Distressed Real Estate | Appraising Manufactured Housing | Understanding the New Interagency Appraisal and Evaluation Guidelines

Teaching Credentials and Related Experience

- Staff Instructor, Joliet Junior College, 1986 – 1990, Valuation Principals and Procedures, Income Property Appraising and Capitalization Techniques
- Approved Associate Instructor, Appraisal Institute, 1990 – 1995

Committees, Councils and Groups

Real Estate Advisory Committee Member, Joliet Junior College, 1987 – 1992 | Grievance Committee Chair of the Ethics Administration Division, Appraisal Institute, 2005 | MAI Experience Review Committee, Appraisal Institute 2000 – 2001 | Public Relations Committee, Appraisal Institute, 2006 – 2007 | Industry Advisory Council (IAC) – The Appraisal Foundation, Current | Collateral Risk Network (CRN), Current | Illinois Collation of Appraisal Professionals (ICAP), Current

Professional Affiliations and Memberships

- MAI, SRA, Appraisal Institute. Certified under the Mandatory Program of Continuing Education | Federal Housing Authority Certified Appraiser

Professional Experience

- President, previously Executive Vice President; Allstate Appraisal – 1993 to present
- Investment grade property staff appraiser; Roe Westberry & Associates, Palm Beach, Florida – 1992
- Staff appraiser, then chief review appraiser; Allstate Appraisal – 1986 to 1991
- Qualified as an Expert Witness in federal and Illinois and New York state courts in numerous cases involving divorce, condemnation, partition suits, damage claim resolution, RMBS cases, and various other litigation issues
- Assessing Appraisals for Lenders: Pre- and post-funding appraisal review services for lenders throughout the country, in excess of 250,000 appraisal reviews for lenders since 1991 | Assessing Appraisals for Mortgage Insurance Companies: Mortgage insurance claim investigations, in excess of 50,000 since 2003 | Assessing Appraisals for Fannie Mae: Appraisal reviews for the repurchase demand investigations by Fannie Mae, in excess of 25,000 reviews nationally since 1992 | Assessing Appraisals and Other Appraisal Vendors for Investment Banking Firms: Review services for investment banking assessments of pools of mortgages available for purchase, in excess of 7,000 since 2008 | Managing the Appraisal and Appraisal Review process for the Federal Deposit Insurance Corporation (FDIC): Appraisals in connection with FDIC's management and sale of real estate assets of failed banks held in receivership, in excess of 12,000 appraisals since 2008

Licensure

State of Illinois Certified General
Real Estate Appraiser #553.000219



State of Michigan Certified General Appraiser
#1201073664

STATE OF MICHIGAN-DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
CERTIFIED GENERAL APPRAISER
LICENSE

STEVEN SCOTT ALBERT

LICENSE NO. 1201073664 EXPIRATION DATE 07/31/2018 AUDIT NO. 3105438

State of Indiana Certified General Appraiser
#CG49400228



Allstate Appraisal, LP
VA Vendor Panel

| Appraiser Name | License Type | License Number | MWOBS |
|--------------------------|-----------------------|-----------------------|--------------|
| James (Jamey) Leonard II | Certified General | 4001007682 | |
| Nick Adams | Certified Residential | 4001015230 | |
| Reid Adams | Certified Residential | 4001012897 | |
| Foluso Adetayo | Certified Residential | 4001016535 | |
| Jonathan Aikin | Certified Residential | 4001012878 | |
| BRUNO ALIAGA Garcia | Certified Residential | 4001011946 | |
| David Anderson | Certified Residential | 4001012148 | |
| Cherie Anderson | Certified Residential | 4001014627 | |
| Kevin Anderson | Certified Residential | 4001005556 | |
| Marie August | Certified Residential | 4001012399 | |
| STEVE BAEK | Certified Residential | 4001016954 | |
| Bailey Allman | Certified Residential | 4001014862 | |
| KERRY BAIRD | Certified Residential | 4001013929 | Women |
| MICHAEL BALLARD | Certified Residential | 4001016963 | |
| MARIA BARRY | Certified Residential | 4001009816 | Veteran |
| CHRISTINE BLAKE | Certified Residential | 4001004108 | Small |
| ALBERT BOLTON | Certified Residential | 4001007817 | |
| Gerald Bradford | Certified Residential | 4001006091 | |
| David Bradshaw | Certified Residential | 4001017351 | Small |
| STEPHEN BREEDWELL | Certified Residential | 4001010088 | |
| Christopher Breedwell | Certified Residential | 4001013351 | |
| Christopher Brennan | Certified Residential | 4001013656 | Small |
| THOMAS BRENT | Certified Residential | 4001015616 | Small |
| MICHAEL BROWN | Certified Residential | 4001010164 | |
| Alan Brown | Certified Residential | 4001014966 | |
| William Bryant III | Certified Residential | 4001000025 | |
| Curtis Bucholz | Certified Residential | 4001005752 | |
| James Burok | Certified Residential | 4001012098 | |
| William Byers | Certified Residential | 4001206011 | |
| Michael Caison | Certified Residential | 4001011550 | Small |
| Ian Callison | Certified Residential | 4001000681 | |
| TODD CANNADAY | Certified Residential | 4001015752 | Small |
| STEPHEN CAPISTRANT | Certified Residential | 4001011762 | Veteran |
| Andrew Capuano | Certified Residential | 4001007406 | Small |
| Richard Carmichael | Certified Residential | 4001000421 | |
| Randy Cash | Certified Residential | 4001001755 | Small |
| Charles Cassell | Certified Residential | 4001005766 | Small |
| Patrick Cecchini | Certified Residential | 4001005707 | |
| Philip Chapa | Certified Residential | 4001002671 | Small |
| Robert Chittum Sr. | Certified Residential | 4001004705 | |
| LAUREN CHOREY | Certified Residential | 4001015198 | Veteran |

| | | | |
|-----------------------|-----------------------|------------|-----------------|
| William Coalson | Certified Residential | 4001001657 | |
| LAURIE COFFEY | Certified Residential | 4001013178 | Women, Small |
| William Cole | Certified Residential | 4001014631 | Small |
| Evelyn Conde | Certified Residential | 4001008605 | |
| Brenda Craig | Certified Residential | 4001010130 | |
| Timothy Craig | Certified Residential | 4001012175 | |
| Susan Creedle | Certified Residential | 4001004284 | |
| KRISTI CRUM | Certified Residential | 4001014294 | Women |
| SHAWN DECKER | Certified Residential | 4001011047 | Small |
| ZEENA DEEB | Certified Residential | 4001017117 | Women, Small |
| Nina Deemer | Certified Residential | 4001006012 | Small |
| THOMAS (Hart) DEMENTI | Certified Residential | 4001008297 | Small |
| David Dempsey | Certified Residential | 4001004895 | Small |
| Gary Denny | Certified Residential | 4001005155 | |
| Beth DeVilbiss | Certified Residential | 4001001254 | Women, Small |
| John Dickman | Certified Residential | 4001001411 | |
| Gilbert Dietrich | Certified Residential | 4001014002 | |
| Ronald DiPietro | Certified Residential | 4001000018 | Small |
| Shelley Dull | Certified Residential | 4001011107 | |
| Angela Dunn | Certified Residential | 4001000532 | |
| Leigh Edwards | Certified Residential | 4001004032 | |
| Jeff Ellington | Certified Residential | 4001003646 | |
| Adeel Farooq | Certified Residential | 4001010715 | |
| WILLIAM FARRELL | Certified Residential | 4001017345 | Small |
| William Ferebee III | Certified Residential | 4001008374 | |
| Katherine Fergus | Certified Residential | 4001009730 | Women |
| Glenn Fisher | Certified Residential | 4001010742 | |
| Christopher Fleear | Certified Residential | 4001007720 | Small |
| James Fobear | Certified Residential | 4001016179 | |
| John Ford | Certified Residential | 4001009457 | |
| Henry Fox | Certified Residential | 4001013218 | Small |
| Theresa Fox | Certified Residential | 4001008408 | Women |
| JANET FULLER | Certified Residential | 4001002056 | Women |
| Leslie Garland | Certified Residential | 4001008752 | |
| DESPINA GELLIOS | Certified Residential | 4001007861 | Women |
| SUSAN GIFFORD | Certified Residential | 4001008952 | Women, Small |
| Kuldeep Gill | Certified Residential | 4001007895 | |
| DEANNA GOLDSTON | Certified Residential | 4001006337 | Women |
| VONDA GORDON | Certified Residential | 4001012393 | Small |
| Darrell Green | Certified Residential | 4001000390 | |
| ANGEL GROCE | Certified Residential | 4001017543 | Small |
| Jamison Gugino | Certified Residential | 4001006096 | |
| Russell Gwaltney | Certified Residential | 4001013755 | |

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|-----------------------------|-----------------------|------------|--|
| Steven Hagy | Certified Residential | 4001000598 | |
| Melissa Hamlett | Certified Residential | 4001009394 | Women, Small |
| Fred Hauser | Certified Residential | 4001001793 | |
| Kevin Herman | Certified Residential | 4001013503 | |
| Anthony Howell | Certified Residential | 4001008156 | Small |
| James "Bob" Hummer | Certified Residential | 4001009794 | Veteran |
| Leslie Jester | Certified Residential | 4001008036 | Women |
| Troy Johnson | Certified Residential | 4001010795 | |
| Richard Jones | Certified Residential | 4001001697 | |
| Elizabeth Keech | Certified Residential | 4001002732 | |
| Ashley Keech | Certified Residential | 4001011777 | |
| Ami Keeler | Certified Residential | 4001012672 | |
| Jerry Keffer | Certified Residential | 4001009759 | Small |
| JAMES KELLUM | Certified Residential | 4001003016 | Small |
| Paige Kelly | Certified Residential | 4001006278 | Women |
| Sherry Kelly Ivey | Certified Residential | 4001008613 | Small |
| GEORGE KOEHLER | Certified Residential | 4001005197 | Small |
| MAGGIE LE | Certified Residential | 4001010836 | |
| Janet Leavens | Certified Residential | 4001012692 | |
| JAMIE LECHNER | Certified Residential | 4001012940 | Women |
| Mark Lehn | Certified Residential | 4001009065 | |
| David Linkous | Certified Residential | 4001001997 | |
| Ryan Lusk | Certified Residential | 4001013849 | N/ |
| DAVID MAENG | Certified Residential | 4001009136 | Certified Minority Owned Business |
| Tammy Marsh | Certified Residential | 4001008490 | Women, Small |
| Charles Martin | Certified Residential | 4001002683 | Small |
| Parke Martin | Certified Residential | 4001006764 | |
| stephen Martin | Certified Residential | 4001001746 | Small |
| REX MCCARTY | Certified Residential | 4001007730 | Small |
| Samuel McClure | Certified Residential | 4001001412 | |
| Ray Millard | Certified Residential | 4001000528 | |
| Joe Millis | Certified Residential | 4001009482 | |
| Rita Millman | Certified Residential | 4001005198 | Women |
| James Mitchell | Certified Residential | 4001014351 | |
| DANIEL MYERS | Certified Residential | 4001007518 | Veteran |
| Khanh Nguyen | Certified Residential | 4001014796 | |
| JOHN OSIPCHAK | Certified Residential | 4001005952 | |
| MARK PAGE | Certified Residential | 4001011519 | Small |
| Francie (Francoise) Palmer | Certified Residential | 4001008373 | Women |
| james payne | Certified Residential | 4001006236 | |
| Gracie Peacock | Certified Residential | 4001000343 | |
| Frederick "Glen" Pizzanella | Certified Residential | 4001010285 | |

| | | | |
|-----------------------------|-----------------------|------------|-----------------|
| James Pogue | Certified Residential | 4001012112 | |
| Sharon Probst | Certified Residential | 4001008950 | |
| John Ragan | Certified Residential | 4001010210 | |
| Ruth Reed | Certified Residential | 4001007598 | |
| Tom Rhea | Certified Residential | 4001000907 | |
| HUNTER RHODES | Certified Residential | 4001002778 | Small |
| Hunter Richardson | Certified Residential | 4001016119 | |
| KELLY RICKS | Certified Residential | 4001008789 | |
| Jennifer Ridings | Certified Residential | 4001011057 | Small |
| ADAM ROBERTS | Certified Residential | 4001012409 | |
| James Ruffner | Certified Residential | 4001000580 | |
| WINFRIED RUGGIA | Certified Residential | 4001013557 | Veteran |
| Philip Russell | Certified Residential | 4001009815 | |
| Benjamin Sadtler | Certified Residential | 4001005250 | |
| Craig Salewski | Certified Residential | 4001006101 | |
| Alyssa Schropp | Certified Residential | 4001007097 | Women, Small |
| DEBORAH SCHWENK | Certified Residential | 4001010144 | Small |
| Linda Sealock | Certified Residential | 4001000269 | |
| Elizabeth Seigler | Certified Residential | 4001012931 | Women |
| James Sexton | Certified Residential | 4001011953 | Small |
| ANETA SHUTTLESWORTH | Certified Residential | 4001017063 | |
| Scott Simpson | Certified Residential | 4001008313 | Small |
| John Sinnen | Certified Residential | 4001012298 | |
| MATTHEW SINNEN | Certified Residential | 4001000863 | |
| Scott Smith | Certified Residential | 4001009090 | |
| Joseph Smith, JR | Certified General | 4001001213 | |
| James Snyder | Certified Residential | 4001011108 | Small |
| RICHARD SPARKS | Certified Residential | 4001004682 | Small |
| Timothy Spaulding | Certified Residential | 4001014344 | Veteran |
| Monica Stinnett-White | Certified Residential | 4001013326 | |
| Karen Story | Certified Residential | 4001012649 | |
| Thomas "Mack" Strickland Jr | Certified Residential | 4001000188 | |
| Blake Swearingen | Certified Residential | 4001006490 | Small |
| Milton Swing | Certified Residential | 4001003961 | Small |
| Molly Taylor | Certified Residential | 4001013280 | Women |
| Barry Taylor | Certified Residential | 4001005697 | |
| Rita Tenbroeck | Certified Residential | 4001005498 | |
| Kristen Teubert | Certified Residential | 4001013336 | Small |
| James Thompson | Certified Residential | 4001001232 | |
| ANNA TODARO | Certified Residential | 4001008052 | Woman |
| Joseph Vergara | Certified Residential | 4001000465 | Small |
| Thane Wahl | Certified Residential | 4001009885 | |
| Lance Ian Wahl | Certified Residential | 4001012447 | |
| Cheryl Whirley | Certified Residential | 4001004449 | Women, Small |
| Alita Whited | Certified Residential | 4001012894 | |

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|--------------------|-----------------------|------------|-----------------|
| William Whitley | Certified Residential | 4001004678 | |
| Kathleen Wilson | Certified Residential | 4001003450 | Women, Small |
| ROSS WORKMAN | Certified Residential | 4001017116 | Small |
| Gregory Worman | Certified Residential | 4001007006 | Women, Small |
| DENISE ZUK | Certified Residential | 4001001395 | Veteran |
| | | | |
| William McCain | Certified General | 4001001437 | |
| Gregory Clucas | Certified General | 4001000931 | |
| Zachary Heissner | Certified General | 4001016988 | |
| Christopher Morris | Certified General | 4001015036 | |
| Ennis Jetton | Certified General | 4001016052 | |
| Nancy Tritt | Certified General | 4001011765 | |
| Marc Nassif | Certified General | 4001015305 | |
| James Ruffner | Certified General | 4001004103 | |
| John Scott Jr | Certified General | 4001017475 | |
| Karen Ranney | Certified General | 4001015592 | |
| Joanna Trunnell | Certified General | 4001015416 | |
| Joe Anderson | Certified General | 4001006343 | |
| Thomas Shields | Certified General | 4001002330 | |
| Michael Cummings | Certified General | 4001002825 | |
| Bruce Dicintio | Certified General | 4001009280 | |
| George Kerr | Certified General | 4001017372 | |
| Arthur Schwertz | Certified General | 4001017572 | |
| Janey Snyder | Certified General | 4001016965 | |
| Heather Placer | Certified General | 4001005440 | |