

**MODIFICATION #1
TO
CONTRACT NUMBER DGS-180713-DEC
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
DECISION POINT PARTNERS, LLC.**

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 Decision Point Partners, LLC, hereinafter referred to as "Decision Point Partners, LLC." or "Contractor" relating to Contract #DGS-180713-DEC 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.

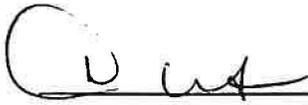
Reference: Contract #DGS-180713-DEC "Special Terms and Conditions B" entitled "Renewal Of Contract". Both above referenced parties hereby agree to modify the contract to extend it for one (1) years from July 13, 2019 through July 12, 2020.

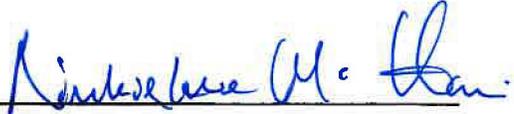
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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.

DECISION POINT PARTNERS, LLC

COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: Denise West

NAME: Niniekwe M. Harris, VCA

TITLE: Managing Partner

TITLE: Contract Officer, OCP

DATE: 7/8/19

DATE: 7/15/19

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

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.

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

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.

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

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;

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

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

Decision Point Partners, LLC
51 Houdenshor Way
Stafford, VA 22556
Tel.: 540-628-7333 x 700
Fax: 540-628-7333
Email: dwest@dppart.com

- 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;

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

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

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.

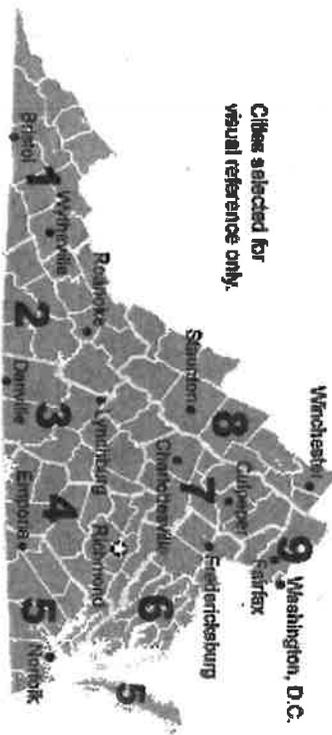
FF. **TERMINATION FOR CONVENIENCE:** The Commonwealth may terminate this Contract in whole or in part for convenience at any time by submitting to the Contractor a writing, sixty (60) days prior to the date of Termination. The Commonwealth shall be obligated for all outstanding Orders, according to the 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

As defined in the Bid Notes, pricing shall be per Order in response to a solicitation for Appraisal Services specified in a SOV 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

Page 28 of 30
IFB #TCW/2018-0416
Appraisal Services

Area 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 Counties: Amelia, Brunswick, Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, Lunenburg, Mecklenburg, New Kent, Nottoway, Powhatan and Prince George Cities: Colonial Heights, Hopewell, Petersburg and Richmond Towns: Alberta, Ashland, Blackstone, Boynton, Brodnax, Burkeville, Chase City, Clarksville, Crewe, Kenbridge, La Crosse, Lawrenceville, McKenney, South Hill and Victoria <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>55</u> /Hour	\$ _____ /Hour	\$ _____ /Hour
<p>#5 – Norfolk Counties: Accomack Isle of Wight, James City, Northampton, Southampton, Surry, Sussex, York and Greensville. Cities: Chesapeake, Emporia, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach and Williamsburg Towns: Accomac, Belle Haven, Bloxom, Boykins, Branchville, Cape Charles, Capron, Cheriton, Chincoteague, Claremont, Courtland, Dendron, Eastville, Exmore, Hallwood, Ivor, Jarratt, Keller, Melfa, Nassawadox, Newsoms, Onancock, Onley, Painter, Parksley, Saxis, Smithfield*, Stony Creek, Surry, Tangier, Wachapreague, Wakefield, Waverly and Windsor <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>40</u> /Hour	\$ _____ /Hour	\$ _____ /Hour
<p>#6 – Fredericksburg Counties: Caroline, Essex, Gloucester, King and Queen, King George, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, Spotsylvania, Stafford and Westmoreland Cities: Fredericksburg Towns: Bowling Green, Colonial Beach, Irvington, Kilmarnock, Montross, Port Royal, Tappahannock, Urbanna, Warsaw, West Point and White Stone <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>50</u> /Hour	\$ <u>50</u> /Hour	\$ <u>50</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 B
VENDOR DATA SHEET

Note: The following information is required as part of your response to this bid. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information. The vendor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

1. Vendor's Primary Contact:

Name: Denise R. West MAISA Phone: 540-628-7333 x700

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

15 Years _____ Months

3. Vendor Information:

FIN or FEI Number (If Company, Corporation, or Partnership): 71-0999549

Social Security Number (If Individual): _____

4. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods and/or services. Include the length of service and the name, address, and telephone number of the point of contact.

a. Company: VDOT Contact: Vicki Patrick
 Address: 1401 E. Broad Street
 Phone: (804) 786-2910 Email: Vicki.Patrick@vdot.virginia.gov
 Project: Harry Nice Bridge Project
 Dates of Service: 2/16/18 - date \$ Value: 20,500 (Appraiser invoice)

b. Company: VDOT Contact: Vicki Patrick
 Address: 1401 E. Broad Street
 Phone: (804) 786-2910 Email: Vicki.Patrick@vdot.virginia.gov
 Project: 0277-034-103 DW301
 Dates of Service: 2/19/17 - 8/30/17 \$ Value: 29,335 (Appraiser invoice)

c. Company: VA Department of GS Contact: Michael Nolan
 Address: 1100 Bank Street 3rd Floor Richmond, VA 23219
 Phone: (804) 786-2277 Email: michael.nolan@dgs.virginia.gov
 Project: DGS-121024 DEC / Walton / Pardee Timber Tract
 Dates of Service: 10/27/17 - 1/8/18 \$ Value: 2900 (Appraiser invoice)

I certify the accuracy of this information.

Signed: [Signature] Title: Managing Partners



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 %)
689920	W	Denise West 540-628-7333 x 700 dwest@dppart.com	Appraisal	100%	100%
Totals \$					100%

Qualifications of Denise R. West, MAI, SRA
dwest@dppart.com • 540-628-7333 x 700

Summary of Education (partial list)

BACHELOR'S OF SCIENCE, CIS – GEORGIA STATE UNIVERSITY, 1993
 POSTBACHELOR'S Study, ACCOUNTING – NC WESLEYAN UNIVERSITY, 1997
 Real Estate Pre-Licensing Course, Wilmington, NC, 2003
 Introduction to Real Estate Appraisal, R-1, Wilmington, NC, 2003
 Valuation Principles & Procedures, R-2, Wilmington, NC, 2003
 Applied Residential Property Valuation, R-3, Wilmington, NC, 2003
 Introduction to Income Property Appraisal, G-1, Wilmington, NC 2004
 Advanced Income Capitalization Procedures, G-2, Wilmington, NC 2004
 Applied Income Property Valuation, G-3, Wilmington, NC 2004
 Financial Analysis for Commercial Investment Real Estate, CI 101, Wilmington, NC 2005
 Highest & Best Use and Market Analysis-520, Appraisal Institute, Greensboro, NC 2007
 Advanced Sales Comparison & Cost Approaches-530, Appraisal Institute, Wilmington, NC 2007
 Advanced Applications-550, Appraisal Institute, Wilmington, NC 2008
 Report Writing and Valuation Analysis, Appraisal Institute, Greensboro, NC 2008
 2010 Real Estate Valuation Conference, Raleigh, NC 2010
 Introduction to Conservation Easement Valuation, Wilmington, NC 2010
 Analyzing the Effects of Environmental Contamination, Wilmington, NC 2011
 Fundamentals of Separating Real, Personal Property and Intangible Assets, Chicago, IL 2011
 Introduction to VDOT Appraisal Work, Fairfax, VA 2011
 Appraising the Appraisal: Appraisal Review-General, Orlando, FL, 2012
 Quantitative Analysis, Chicago, IL 2012
 Market Analysis For Commercial Investment Real Estate, CI 102, Alexandria, VA 2012
 Evaluating Commercial Construction, Linthicum, MD 2013
 Condemnation Appraising: Basic Principles & Applications, Appraisal Institute, Rockville, MD 2014
 Litigations Skills for the Appraiser, Appraisal Institute, Wilmington, NC 2015
 User Decision Analysis for Commercial Investment Real Estate, CI 103, Stafford, VA 2016
 7-Hour National USPAP Update Course, 2018-2018, Midlothian VA 2017
 Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications, Columbia, SC, 2018

Professional Licenses

North Carolina Certified General Appraiser, November 2006; License Number A6180
 North Carolina Brokers License, June 2004; License Number 216232
 Virginia Certified General Appraiser, July 2010; License Number 4001014967
 District of Columbia General Appraiser, March, 2011; License Number GA11760
 Maryland Certified General Appraiser; June 2012; License Number 31410
 Certified Virginia Disadvantage Business Enterprise (DBE)/Small Business/Woman Owned (SWaM); Certification Number 689920



Qualifications of Eric W. West, PhD
eric@dppart.com • 540-628-7333 x 702

Summary of Education

- BACHELOR OF SCIENCE, Animal Science – NORTH CAROLINA STATE UNIVERSITY, 1991
MASTER OF SCIENCE, Soil Science – NORTH CAROLINA STATE UNIVERSITY, 1994
DOCTOR OF PHILOSOPHY, Crop Science - NORTH CAROLINA STATE UNIVERSITY, 2010
Basic Appraisal Principles, Appraisal Institute, 2012
Basic Appraisal Procedures, Appraisal Institute, 2013
National USPAP Online Equivalent, Appraisal Institute, 2013
National USPAP Update Course, Asheville, NC, 2014
General Appraiser Income Approach Part I, Appraisal Institute, 2015
General Appraiser Income Approach Part II, Appraisal Institute, 2015
Litigation Skills for the Appraiser, Appraisal Institute, 2015
National USPAP Update Course, Appraisal Institute, 2016
General Appraiser Market Analysis and Highest and Best Use, 2016
Real Estate Finance Statistics and Valuation Modeling, 2016
Wetlands, Water Rights, and Land Valuation, 2016
General Appraiser Sales Comparison Approach, Appraisal Institute, 2016
General Appraiser Site Valuation and Cost Approach, Appraisal Institute, 2017
General Appraiser Report Writing and Case Studies, Appraisal Institute, 2017
Advanced Income Capitalization, Appraisal Institute, 2017
2018-2019 7-Hour National USPAP Update Course, Appraisal Institute, 2017
Business Practices and Ethics, Appraisal Institute, 2018
Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications, Appraisal Institute, 2018

Professional Licenses

Virginia Certified General Appraiser, November 2017; License Number 4001017582
Candidate for Designation, Appraisal Institute

Professional Affiliation

Agronomy Society of America



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

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
City, State, Zip Code
POSTAGE*
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

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.

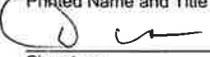
Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Respectfully,

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

Decision Point Partners
Name of Firm

Denise R. West, Managing Partner
Printed Name and Title


Signature

5/29/18
Date