

**CAROLINE COUNTY  
REQUEST FOR PROPOSALS**

**Real Estate Brokerage Services for Former Frog Level Volunteer Rescue Squad Property  
29415 Richmond Turnpike, Ruther Glen, VA 22546**

1. Purpose and Background

The County of Caroline requires real estate brokerage services to assist with the sale of surplus real property.

2. Scope of Services

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All Offerors shall submit a proposal demonstrating their capability for rendering the prescribed tasks.

Typical services the broker shall perform may include, but may not be limited to, the following:

1. Assist with determining appropriate listing price for property based on market study and analysis
2. Developing strategies for sale of property
3. Advertising and listing property
4. Negotiating with buyers on behalf of the County
5. Coordinating the real estate transaction and closings
6. Handling all other customary activities and services associated with real estate transactions.

Mandatory Requirements:

1. Compliance with all applicable terms of this RFP and the subsequently negotiated contract.
2. Compliance with all applicable standards of the associated profession.
3. Compliance with all applicable federal, state and local laws

3. Submission of Proposals

One (1) original, so marked, and three (3) copies of the proposal are to be returned in a sealed package marked "RFP for Real Estate Brokerage Services." Proposals will be accepted no later than 2:00 p.m. local time on November 4, 2020.

Regardless of the delivery method of the Proposal, the **outside** of each envelope must clearly indicate the following: (If Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the **outside** of **each** envelope **must also** clearly indicate):

***"Proposal for Real Estate Brokerage Services – Caroline County"***

Proposals by telephone, electronic mail, telegraph, or facsimile **will not** be accepted.

**ANY PROPOSAL RECEIVED AFTER 5:00 P.M. ON THE AFOREMENTIONED DATE OF**

**OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.**

Mailing Address

Alan L. Partin, Deputy County Administrator  
County of Caroline, VA  
P.O. Box 447  
Bowling Green, VA 22427

Physical Address

Alan L. Partin, Deputy County Administrator  
County of Caroline, VA  
212 N. Main Street  
Bowling Green, VA 22427

All proposals become the property of Caroline County upon receipt. During the selection process, all proposals shall remain confidential until an award is made, after which proposals will be made available to the public. It is the responsibility of the Respondent to ensure that their proposals reach the appropriate office prior to the RFP deadline.

Proposals may be withdrawn or modified in writing prior to the RFP submission deadline. Proposals that are resubmitted or modified shall be sealed and submitted prior to the RFP submission deadline.

If it becomes necessary to revise any part of this RFP, an addendum will be provided to all Respondents who have been placed on the official list of Respondents in the County Administrator's Office.

Caroline County may cancel this Request for Proposals or reject all proposals at any time prior to an award, and is not required to furnish a statement of reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359, D, Code of Virginia). The procurement of these services shall be performed in accordance with the Virginia Public Procurement Act.

The proposal shall be signed by an authorized representative of the firm.

Proposals should be as detailed as necessary to enable the County to properly evaluate the offeror's capabilities to provide the required services. Offerors must submit a complete, detailed response to this Request for Proposals.

Submitted proposals will constitute an offer by the firm which shall be valid for a minimum of 90 days following commencement of offeror discussions. Proposals may be modified or withdrawn only upon request from the offeror prior to the official deadline for receipt of proposals.

4. Specifications and Qualifications

The resulting contract will require that the broker possess an active, valid broker's license by the Virginia Real Estate Board, pursuant to Title 54.1, Chapter 21 of the Code of Virginia throughout the term of the contract. Contractor shall maintain any continuing educational requirements as necessary. Failure to maintain an active, valid broker's license throughout the term of the contract shall be sufficient cause for immediate termination of the contract for cause. If the Contractor is unable to demonstrate that it possesses an active, valid broker's license at any time during the contract, the County may terminate the contract for cause.

Failure on the part of an Offeror to demonstrate that it possesses an active, valid broker's license shall constitute sufficient justification to render its proposal non-responsive and/or provide grounds for denial of a Contract award.

5. Proposal Preparation

Proposals must address the tasks included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Incomplete proposals may be determined unresponsive.

Offerors should organize their proposals using the format described below:

a. **Request for Proposals cover sheet** included as Appendix A of this RFP.

**b. Project Methodology**

Describe the broker's general approach to providing service under this proposed contract. Respondents must state how the broker will meet the terms and conditions and provide the services requested herein.

**c. Experience of the Offeror in Providing These Services**

Include a statement of the Offer's experience in providing the services stated in the Scope of Services, including the history of the broker, principals and qualifications to undertake this project. Provide a comprehensive list of personnel who would be assigned to the project and their direct relationship in coordinating proposed services, including individual's related experience, project team role and time commitment of each member. If any subcontractor broker will be used, they should be identified and their qualifications included in the proposed response. Include experience of key individuals to be assigned to the contract, emphasizing their experience in working with similar contracts and local governments, if any.

**d. Project History**

List current and past work assignments of a similar nature (if any) that the broker has directly contracted to provide within the last five years with names and telephone numbers of references.

**e. References**

Provide a list of three clients for whom relevant services have been provided and dates when the service was provided. Include client names, addresses, telephone numbers, description of type of services performed and person the County may contact.

**f. Fee**

Provide proposed pricing and payment terms and structure under separate cover.

**6. Proposal Evaluation and Award**

The County will review and evaluate each proposal and selection will be made on the basis of the criteria listed below.

1. Evidence of satisfactory performance on broker services of similar size and complexity
2. Proven experience in brokering properties
3. Ability to provide services in a confidential, timely, organized and professional manner
4. Resumes, professional experience and professional licensure of principal(s) and staff who will be working for the Offeror in the provision of said services
5. Fee structure

**7. Method of Award**

Following evaluation of the written proposals as submitted, presentations may be held prior to selection. The opportunity to present may be made to two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of factors involved in the Request for Proposals. Upon completion of the evaluation process, the top three ranked offerors will be selected (if applicable). County staff shall begin negotiations with the top-ranked broker in an attempt to reach an agreement to provide the services.

Price shall be considered, but need not be the sole determining factor. If an agreement cannot be reached after negotiations have been conducted with the top-ranked broker, negotiations will be terminated with that broker and negotiations will begin with the broker ranked number two. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. Should the County determine in writing in its sole discretion at any stage of the selection process that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

**8. Contract Term**

The initial term of the contract shall be for one (1) year with the option to extend the contract for one (1) additional year if needed upon the mutual agreement of both parties. Any extension to continue providing the services shall be based on the same terms and conditions as the original contract.

**CAROLINE COUNTY  
GENERAL TERMS AND CONDITIONS**

**1. General Provisions**

The procurement documents, including this Exhibit A “General Terms and Conditions,” to the Invitation for Bid, the Request for Proposal, or other Solicitation, and the response of the bidder or respondent to such Solicitation (the “Contractor”) will be incorporated into any resulting contract as fully and completely as if set forth in such contract in its entirety. The following are general terms and conditions that will apply to all procurements done by the Board of Supervisors of the County of Caroline (the “County”). The following paragraph will be modified to include appropriate information once a contract has been awarded.

These General Terms and Conditions are attached to and a part of that certain \_\_\_\_\_ Agreement dated \_\_\_\_\_, 20\_\_ (the “Agreement”) between Caroline County, Virginia, and \_\_\_\_\_ (the "Contractor"). In the event of any conflict between any provision of these General Terms and Conditions and the Agreement, these General Terms and Conditions shall take precedence and control. Nothing in the Agreement or any document executed in connection therewith shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained therein. Unless defined herein, capitalized terms shall have the meaning defined and used in the Agreement. "Contractor" shall refer to all parties to the Agreement other than the County.

**2. Laws of the Commonwealth**

- A. The Agreement shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to the County under this Agreement represents and warrants to the County that it is:
1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
  2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
  3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
  4. In full compliance with the Virginia Conflict of Interest Act.
- B. In every contract of over \$10,000, the Contractor agrees during the performance of the Agreement that:

1. the Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this Agreement. All 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;
  2. the Contractor will include the provisions of the foregoing subparagraph 2.(B)(1) in every subcontract or purchase order under the Agreement of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor; and
- C. In every contract of over \$10,000, the Contractor agrees during the performance of the Agreement that:
- the Contractor shall A) provide a drug-free workplace for its employees; B) 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 its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.
- For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a the Contractor in accordance with the provisions of the Virginia Public Procurement Act, 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 Agreement.
- D. In addition to the provisions contained in sub-paragraph C pertaining to drug-free workplaces, the Contractor shall comply with the federal Drug Free Workplace Act.
  - E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

### **3. Certifications.**

The Contractor certifies that:

1. its bid or offer (1) was made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from this Agreement, (2) was in all respects fair and without collusion or fraud, and (3) was and or is intended to be competitive and free from any collusion with any person, firm or corporation;
2. the Contractor has not offered or received any kickback from any other bidder or the Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer that resulted in this Agreement. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
3. the Contractor is not a party to nor has it participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which this Agreement is to be performed;
4. the Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
5. the Contractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

### **4. Warranties**

The Contractor represents and warrants that it has the requisite experience, skills, capabilities and manpower to perform the Services as provided for in the Contract Documents in a good and workmanlike fashion, that it is a corporation chartered or authorized to do business in Virginia having all necessary licenses required by law, that the person signing the Agreement has been fully authorized to do so, and his signature will legally bind the Contractor to the Agreement. Any goods or services furnished by the Contractor under the Agreement shall be new and covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the County. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

#### **5. Modifications, Additions or Changes**

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the agreement or \$50,000, whichever is greater, without the express approval of the Caroline County Board of Supervisors by action taken in an open meeting. The amount of this Agreement may not be increased for any purpose without adequate consideration provided to the County.

#### **6. Hold Harmless**

The Contractor and all its subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the County, its Board of Supervisors members, officers, employees and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the Services, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission including negligence, except sole negligence, of Caroline County, its Board of Supervisors members, officers, employees, and/or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve the Contractor from liability under this provision.

#### **7. Assignment**

The Agreement may not be assigned, sublet, or transferred without the written consent of the County.

#### **8. Default**

In the case of default or breach by the Contractor or the failure of the Contractor to perform the Services in conformance with the specifications in the Agreement, the County shall give written notice to the Contractor specifying the manner in which the Agreement has been



breached. If the County gives such notice of breach and the Contractor has not corrected the breach within seven (7) days of receipt of the written notice, the County shall have the right to immediately rescind, revoke or terminate the Agreement and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

## **9 Audit**

The Contractor hereby agrees to retain all books, records, and other documents relative to this Agreement for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The County and its authorized agents, state auditors, the grantor of the funds to the County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts or transcriptions.

## **10. Ownership of Documents**

Any reports, studies, photographs, negatives, or other documents prepared by the Contractor in the performance of its obligations under this Agreement shall be remitted to the County by the Contractor upon completion, termination or cancellation of this Agreement. The Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this Agreement without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this Agreement.

## **11. Payment and Performance Bond**

If required by the County, the Contractor shall furnish to the County performance and payment bonds in the amount of the Contract Sum, regardless of its amount, pursuant to Sections 2.2-4336 and 2.2-4337 of the *Code of Virginia*, 1950, as amended (the "Code") and shall otherwise fully comply with the requirements of such sections of the Code.

## **12. Required Payment**

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- a. within seven (7) days after receipt of any amounts paid to the Contractor under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the Services under the Agreement performed by such subcontractor, or (ii) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;

- b. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Agreement; and
- c. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for Services performed by the subcontractor under the Agreement, except for amounts withheld pursuant to subparagraph 12, a above.
- d. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

### **13. Liability Coverage.**

The Contractor shall take out and maintain during the life of the Agreement such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this Agreement. Such insurance shall at least have the coverages and be in the amounts set forth in Section 16 "Insurance and Bond Requirements" set forth below and shall name Caroline County and the Caroline County Board of Supervisors as Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best's Key Rating of A:V1. The Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days' notice prior to cancellation or other termination of such insurance.

### **14. Loss or Damage in Transit.**

Delivery by the Contractor to a common carrier does not constitute delivery to County. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The County accepts title only when goods are received regardless of the F.O.B. point. The County will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by the County to the carrier and the Contractor within seven days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Agreement. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the County, the Contractor may deduct the amount of damage or loss from his or her invoice to the County in lieu of replacement.

### **15. Termination for Default.**

In case of default by the Contractor for failure to deliver or perform in accordance with the Agreement's specifications or terms and conditions, the County may procure the articles or services from other sources and hold the defaulting the Contractor responsible for any resulting

additional purchase and administrative costs. The County will normally repurchase from the next low bidder or purchase competitively by resolicitation. If the repurchase results in increased costs to the County, a letter will be sent to the defaulted the Contractor requiring payment for additional costs. When repayment is requested, the Contractor will be removed from future bidding until the repayment has occurred. the Contractor shall not be liable for any excess cost if the failure to perform arises out of any act of war, order of legal authority, strikes, act of God, or other unavoidable causes not attributed to their fault or negligence. Failure of a Contractor' source to deliver is generally not considered to be an unavoidable cause. The burden of proof rests with the Contractor.

**16. Insurance and Bond Requirements**

The Contractor shall maintain the following insurance to protect it from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under this Agreement, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

<b><u>TYPE OF COVERAGE</u></b>	<b><u>LIMITS</u></b>
Workers' Compensation and Employer's Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable	Statutory, including Employer's Liability of \$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$100,000.00 Disease-Each Employee
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.
Premises – Operations Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$3,000,000 Aggregate
Including: Underground Hazard (U) Explosion and Collapse Hazard (XC)	
Independent Contractors – Owner's Protective Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$3,000,000 Aggregate
Completed Operations - Products Liability Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$1,000,000 Each Occurrence \$3,000,000 Aggregate

Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between Owner and Contractor	\$1,000,000 Each Occurrence \$3,000,000 Aggregate
Personal Injury with Employee's Exclusion C deleted	\$1,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Contractor	\$1,000,000 Per Accident
Umbrella/Excess Liability	\$1,000,000 Each Occurrence \$3,000,000 Aggregate
Professional Liability Insurance	\$1,000,000 Limit of Liability

1. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the County for damage thereto.
2. The County reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

### **17. No Waiver**

Any failure of the County to demand rigid adherence to one or more of the terms and provisions of the Agreement, including these General Terms and Conditions, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of this Agreement. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

### **18. Termination**

The County may terminate the Agreement for its convenience at any time upon written notice to the Contractor. the Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's Services under this Agreement.

### **19. Choice of Law**

To ensure uniformity of the enforcement of this Agreement, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement is

made and is intended to be performed in the Commonwealth of Virginia, and shall be governed by and construed in accordance with the laws of that state without regard to principles of conflicts of law.

## **20. Severability**

If any provision of the Agreement, including this Exhibit, is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Agreement, and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from the Agreement.

## **21. Contractual Claims Procedure**

- A. Contractual claims or disputes by the Contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that the Contractor shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of the Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not the Contractor files such written notice, the Contractor shall proceed with the Services as directed. If the Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the County concerning any pending claim, the Contractor shall promptly notify the County by written notice that the Contractor is proceeding with the Services under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the County or under a written notice of the Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- D. The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Contractor appeals within six months of the date

of the final decision on the claim by instituting legal action in the appropriate circuit court.

## **22. Subject to Annual Appropriation**

The Agreement is subject to annual appropriation by the Board of Supervisors of the Caroline County. Neither the Agreement nor any amount due or to become due under the Agreement shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the County. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the County, shall be obligated to pay any amount due or to become due under this Agreement except from funds annually appropriated by the Board of Supervisors of Caroline County for such purpose.

In the event of non-appropriation of funds for the items under this Agreement, the County may terminate this Agreement as to the Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after such action is taken.

## **23. Forum Selection**

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Agreement and agree that service by certified mail to the addresses set forth in the Agreement or this Exhibit shall constitute sufficient service of process for any such action. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Agreement shall have jurisdiction and venue in the Circuit Court of Caroline County, and shall be brought only in such Court.

## **24. Notices**

All requests, notices and other communications required or permitted to be given under the Agreement shall be in writing and delivery thereof shall be deemed to have been made three (3) business days after such notice shall have been duly mailed by certified first-class mail, postage prepaid, return receipt requested, one (1) business day after being deposited with any nationally recognized overnight courier service, or when delivered if delivered by hand delivery, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

Notices to the Contractor shall be sent to the address set forth in the Agreement, and notices to the County shall be sent to:

Alan L. Partin  
Deputy County Administrator  
Caroline County  
212 N. Main Street  
P.O. Box 447  
Bowling Green, VA 22427; with a copy to:

Benjamin W. Emerson, Esquire  
Sands Anderson PC  
1111 E. Main Street, Suite 2300  
Richmond, VA 23219

**APPENDIX A**

**REQUEST FOR PROPOSALS (RFP) COVER SHEET  
COUNTY OF CAROLINE**

**REAL ESTATE BROKERAGE SERVICES**

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By my signature on this solicitation, I certify that Respondent named below is properly licensed for providing the goods/services specified in the RFP.

_____ NAME OF RESPONDENT	_____ TELEPHONE NUMBER
_____ STREET ADDRESS	_____ FAX NUMBER, IF ANY
_____ CITY, STATE, ZIP CODE	_____ EMAIL ADDRESS
_____ SIGNATURE	_____ DATE
_____ PRINTED NAME OF PERSON SIGNING	_____ IRS TAX ID#

TITLE: \_\_\_\_\_

*Caroline County does not discriminate against faith-based organizations in accordance with Virginia Code §2.2.-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination of employment.*