



COUNTY OF AUGUSTA, VIRGINIA
REQUEST FOR PROPOSAL

Issue Date: May 7, 2025

RFP # 111201-25-02

Project Title: **Real Estate Brokerage Services**

Proposals will be received subject to the Conditions attached hereto until **May 22, 2025 at 2:00 PM** from interested qualified licensed Virginia Real Estate Agencies/Agents to provide their services to sell properties in Augusta County when the need arises.

Where to submit Proposals:

Lacy Stajduhar, VCA Purchasing Assistant
County of Augusta, Finance Department
18 Government Center Lane
Verona, VA 24482

Copies of Request for Proposals may be obtained by visiting our website, www.co.augusta.va.us or contacting:

Lacy Stajduhar, VCA Purchasing Assistant
Telephone (540) 245-5741 Ext. 1
Fax (540) 245-5742
lstajduhar@co.augusta.va.us

In compliance with this Request for Proposal, and to all the conditions imposed herein, the undersigned offers and agrees to complete all requirements and conditions in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

Date: _____
BY: _____
Title: _____

Email: _____ Telephone: _____

Signature in Ink



**COUNTY OF AUGUSTA, VIRGINIA
REQUEST FOR PROPOSAL**

PROPOSED SCHEDULE OF EVENTS

Issue RFP	May 7, 2025
Proposals Due	May 22, 2025 at 2 pm
Distribute Proposals to Selection Committee	May 23, 2025
Selection Committee Interviews with Selected Firms	Week of May 27, 2025
Contract Finalization	Week of June 9, 2025

NOTE: These dates are tentative and subject to change

OVERVIEW

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 following prescribed tasks:

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

1. Advertising and listing property,
2. Assist with disposing of real property,
3. Developing strategies for sale/leasing of properties,
4. Negotiating with buyers/lessee on behalf of the County and/or IDA,
5. Coordinating the real estate transaction and closings,
6. Performing market analysis and developing pro forma analysis and reports,
7. Due diligence, including market studies, and
8. 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

1. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. **GENERAL INSTRUCTIONS:** This section is used to inform the potential offerors of how many copies of the proposal must be submitted, how the proposal is to be prepared, the possibility of oral presentations by the offerors, etc.

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and three (3) copies of the proposal are to be submitted in a sealed package marked "RFP# 111201-25-02". Proposals will be accepted no later than **2:00 PM**, local prevailing time, **Thursday, May 22, 2025**. Sealed proposals should be delivered to the Finance Department, 18 Government Center Lane, Verona, VA 24482. It shall be the sole responsibility of the offeror under all circumstances to assure that its proposal is received by the date, time and location specified herein.

2. **Proposal Preparation:**

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agent requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward,

concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Proposals should be unbound. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must," "shall," "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offerors' proposal.
 - e. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals must address the tasks included in the Scope of Services. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Responses shall be limited to no more than 10 pages excluding the cover, including all other materials. Each copy of the proposal will have no bindings, with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. Proposals with extraneous information will receive a lower ranking. Offerors are required to submit the following items as a complete proposal:

1. Return the **RFP cover sheet** and all addenda acknowledgments, if any, signed and filled out as required.
2. **Proposal Form** (Attachment A) included as part of this RFP
3. **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.
4. **Experience of the Offeror in Providing These Services**
Include a statement of the Offeror's experience in providing the services stated in the Scope of Services, including 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, include 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 proposal response. Include experience of key individuals to be assigned to this contract, emphasizing their experience in working with similar contracts and local governments. Show only experience directly related to their assigned duties under the proposed contract.
5. **Project History**
List current and past work assignments of similar nature that the broker has directly contracted to provide within the last five years with names, address and telephone number of references.
6. **References** (Attachment B)
Provide a list of four (4) clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, facsimile number, description of type of services performed, and person the County may contact.
7. **Fee**
Provide proposed pricing and payment terms and structure under separate cover.

2. **EVALUATION AND AWARD CRITERIA**

A. Proposals shall be evaluated by the evaluation committee using the following criteria:

Criteria	Weight %
1. Evidence of satisfactory performance on broker services of similar size and complexity.	25
2. Proven experience in brokering commercial and industrial properties.	25
3. Proven ability to successfully negotiate land options.	10
4. Ability to provide services in a confidential, timely, organized and professional manner with sufficient qualified staffing necessary to keep adequate records and meet the required deadlines and time schedules for each project.	25
5. Resumes, professional experience and professional licensure of principal(s), project manager(s) and other professional staff who will be working for the Offeror in the provision of said services.	15

B. **AWARD OF CONTRACT:**

1. The contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to the County, considering price and other evaluation criteria set forth in the bid documents.
2. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
3. Ten (10) days prior to actual award of the contract, the County will issue a NOTICE OF INTENT TO AWARD.

C. **CONTRACT TERM**

The initial term of the contract shall be for two (2) years with the option to extend the contract for three (3) additional one (1) year options upon mutual agreement of both parties for a total of five (5) years. Any extension to continue providing these services shall be based on the same terms and conditions as the original contract

3. GENERAL TERMS AND CONDITIONS

The Contract for Services (“Contract” or “Agreement”) with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror’s additional or alternate Contract terms may result in rejection of the proposal.

1. SUBCONTRACTING & ASSIGNMENT OF WORK

The broker shall not subcontract or assign portions of the work, other than those specifically defined in the contract, without the express written consent of the County. A description of any work the Offeror proposes to subcontract shall be submitted to the County for review and approval along with the name and address of the individual, broker, or corporation that is the proposed subcontracting broker. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the broker who shall be responsible to the County for all work performed by any subcontractor or special broker.

2. INDEPENDENT SUCCESSFUL BROKER

The broker is an independent broker and nothing contained in a subsequent contract shall constitute or designate such broker or any of its agents or employees as employees of the County.

3. LAWS & REGULATIONS

The successful broker shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The successful broker shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

By entering this Contract, the broker certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

This contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any legal proceedings arising out of or related to this contract shall be filed by the parties in the Augusta County General District Court or Augusta County Circuit Court.

4. ADDITIONAL SERVICES

The County may add to the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

5. LICENSES & PERMITS

The successful broker shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The County will not charge for any permits required by the County of Augusta.

The contract award shall be the sole discretion of the Augusta County Board of Supervisors based on the recommendation of the Selection Committee and based upon the evaluation of all the information received from the evaluation panel. The County reserves the right to reject any and all proposals in whole or in part and to waive any informality or technical defects if, in its sole judgment, the best interests of the County will be served.

Should a contract be awarded and the selected firm performs satisfactorily, Augusta County retains the right to negotiate with that firm for additional services as related to this project.

6. INCURRING COSTS

Augusta County will not be liable for any expense incurred by a prospective vendor in preparing and submitting a proposal. The County will not incur any incidental costs associated with the successful installation of the specified system or staff training, unless specifically agreed to in writing. Travel expenses will be the responsibility of the vendor.

7. INQUIRIES/CLARIFICATION OF TERMS

It is the responsibility of each prospective offeror to inquire about and clarify any requirement of the Request for Proposal that is not understood. If any prospective offeror has questions regarding any of the solicitation documents, the prospective offeror should submit those questions on Attachment C (Pre Bid Questions Form) to one of the following no later than three (3) working days before the due date by email, facsimile or in writing. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.

Questions may be referred to:

Lacy Stajduhar, VCA

Purchasing Assistant

lstajduhar@co.augusta.va.us



REQUEST FOR PROPOSAL GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the County of Augusta unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting bids/proposals. Procurement by the County is subject to the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and the provisions of The Purchasing and Contracting Policy Manual for the County of Augusta and any revisions thereto. If an inconsistency exists between the VPPA and the Purchasing and Contracting Policy Manual for the County, the VPPA Virginia Code sections take precedence.

1. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permits competition. It shall be the Bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than three (3) business days prior to the deadline set for acceptance of the bids.

2. **CLARIFICATION OF TERMS:** If any Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Purchasing Agent no later than three (3) business days prior to the date set for the opening of bids. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent. Oral or other interpretations or clarifications will be without legal effect.

3. **IDENTIFICATION OF BID ENVELOPE:** The signed bid and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED IN THE SOLICITATION DOCUMENTS

BID NUMBER

TITLE OF INVITATION FOR BID

BID DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (return address)

If a bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid to be disqualified. Bids may be hand delivered to the Finance Office. No other correspondence or other proposals should be placed in the envelope.

4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** If requested in the solicitation, failure to submit a bid on the official Owner form provided for that purpose shall be a cause for rejection of the bid.

5. LATE BIDS: Any bid received at the Finance Office after the exact time specified for receipt of the bid is considered a late bid.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their bid reaches the Purchasing Agent by the designated date and hour.

Late bids will be returned to the Bidder unopened, if solicitation number, acceptance date and Bidder's return address is shown on the container.

If the Owner closes its offices due to inclement weather, scheduled bid openings will be extended to the next business day, same time.

6. BID OPENING: All bids will be opened at the time and place specified and read publicly.

7. ADDENDA: By submitting a bid, the Bidder certifies that (i) he has made due inquiry of the Owner as to the existence of any addenda issued in connection with the bid solicitation documents, (ii) he is satisfied that he has received any and all such addenda and he has taken the contents thereof into consideration when preparing and tabulating his bid; and (iii) he accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in his bid based upon his failure to have received any one or more addenda.

8. MODIFICATION OF BIDS: Unauthorized modification of, or any additions to any portion of the Invitation to Bid may be cause for rejection of the bid.

9. WITHDRAWAL OF BIDS: A Bidder for a contract other than for public construction may request withdrawal of his bid under the following circumstances:

a. A written request for a withdrawal of a Bid or any part thereof will be granted if received by the Owner prior to the specified bid opening date and time.

b. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection subject to the provisions of §2.2-4330 of the Code of Virginia.

c. No Bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent. In the case of an Invitation for Bid, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or in preparation of Bid otherwise, will not relieve the Bidder. Bidders are cautioned to recheck their bids for

possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted, except as provided in paragraph 9 hereof.

11. PUBLIC INSPECTION OF BIDS: All submitted bids, accompanying data, materials or documentation will become the property of the Owner and will be subject to public inspection in accordance with the Virginia Freedom of Information Act; however, the bidder must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

12. TAX EXEMPTION: The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The bid price must be net, exclusive of taxes. Tax exemption certificates will be furnished by Augusta County on request.

13. COUNTY BPOL LICENSING: All firms with a business location in Augusta County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL)" Tax Ordinance. Questions concerning BPOL Tax should be directed to the Office of the Commissioner of the Revenue, telephone 540-245-5640.

SPECIFICATIONS

14. BRAND NAME OR EQUAL ITEMS: Any specific make, manufacturer or brand, names used in connection with articles mentioned in the specifications are used to convey the general style, type, character, and quality of the article desired. The Owner may consider other brands as substitutes if written evidence and other data submitted to the Owner by the vendor can satisfactorily substantiate equality. The Owner's representative shall be the sole determining authority as to quality, workmanship, and suitability of purpose. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation.

Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name product referenced in the solicitation.

15. PRODUCT EVALUATION: The Owner reserves the right to conduct any test it may deem advisable to establish that the products and/or services offered are in accordance with the contract requirements. The Owner reserves the right to reject the bid of any Bidder who does not pass such evaluation to the Owner's satisfaction.

16. FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

17. OMISSIONS & DISCREPANCIES: Any items or parts of any equipment/product list in the solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment/product and its appurtenances, shall be considered a part of such equipment/product although not directly specified or called for in the specifications.

The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings.

18. CONDITION OF ITEMS: Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

19. AWARD OR REJECTION OF BIDS:

a. The contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to the County, considering price and other evaluation criteria set forth in the bid documents

b. The Owner reserves the right to reject any and all bids, in whole or in part, to waive any and all informalities, whenever such rejection or waiver is in the best interest of the Owner.

c. Notice of Award: Upon the award or announcement of the decision to award a contract as a result of this solicitation, the purchasing department will publicly post such notice on the Augusta County website (www.co.Augusta.va.us) for a minimum of ten (10) days.

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

21. STANDARDS OF CONTRACT: The Owner reserves the right to cancel and terminate a contract at any time, at the convenience of the Owner. Repeated delays or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the Contractor shall cease all deliveries or services unless advised by the Owner to do otherwise. In the event of termination, the contractor shall be compensated for those deliveries or services provided to the satisfaction of the Owner as of the date of termination.

22. AVAILABILITY OF FUNDS: Award and contract are conditioned upon appropriation and availability of funds from year to year. If sufficient appropriation and funding is not available, the County may terminate the contract without penalty, cost or damage payment.

23. NEGOTIATIONS WITH LOWEST RESPONSIBLE BIDDER: Unless cancelled or rejected, a responsive bid from the lowest responsible bidder will be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds. The negotiation will be undertaken under conditions and procedures described in writing and approved by the Owner prior to issuance of the RFP.

24. **INSURANCE:** If requested in the solicitation, the Contractor shall secure and provide insurance in at least the following amounts:

Automobile Liability Insurance: \$1,000,000 combined single limit

General Liability Insurance: \$1,000,000 occurrence limit, \$2,000,000 general aggregate

Professional Liability (if appropriate): \$1,000,000 occurrence limit, \$2,000,000 aggregate

Workers' Compensation Insurance at statutory limits as required under the Virginia Workers' Compensation Act

Within 15 days after Notice of Award, the Contractor agrees to furnish a Certificate of Insurance naming Augusta County as additional insured

All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best Rating of A- or better.

Insurance provided in response to this proposal shall not contain language that allows defense costs to be subtracted from amounts available as coverage to the County in the event of a claim, without alternative arrangements satisfactory to the County, to include a personal guarantee of the insured Contractor and a financial statement.

25. **INDEMNITY:** The contractor shall indemnify and hold harmless Augusta County, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of Augusta County with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting from the sole negligence of Augusta County or its officers, boards, commissions, agents or employees.

Augusta County will not indemnify the contractor.

26. **PAYMENT TERMS:** Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance or work, whichever is later.

27. **CHANGES TO THE CONTRACT:**

a. During performance of the contract, the parties may agree to modify the scope of the contract. 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.

b. The Owner 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 may include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a

credit for any savings. Said compensation shall be determined by written mutual agreement between the parties.

c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advance written approval of the Board of Supervisors.

28. **EMPLOYMENT DISCRIMINATION:** 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 contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

29. **DRUG FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

30. **NONDISCRIMINATION STATEMENT:** In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith based organizations or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

31. **ILLEGAL ALIEN EMPLOYMENT:** In accepting this order, the Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

32. LICENSE: If in a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.

33. COMMONWEALTH OF VIRGINIA BUSINESS TRANSACTIONS: All Bidders or Offerors organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code must include in its bids or proposals the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror 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 shall include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized.

34. CONTRACT FORMATION: The Contractor or successful bidder agrees to sign a contract drafted or approved by the County Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of the Invitation for Bid shall constitute the terms of the contract and no provision of any response, bid or other agreement may vary or alter the same unless agreed in writing and approved by the County Attorney.

35. MODIFICATION: Any term or provision submitted as part of your response that in any way attempts to change or modify the terms of these contract documents shall be ineffectual, null and void. In addition, Augusta County may declare a bid that attempts to do so unresponsive and disqualified, in its sole discretion.

36. ASSIGNMENT: The contractor shall not assign this contract without the prior written consent of Augusta County.

BIDDER/CONTRACTOR REMEDIES

37. PROTEST: Bidders may refer to §2.2-4357 through §2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

38. APPLICABLE LAWS AND VENUE:

a. Any contract resulting from this solicitation shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from a solicitation or resulting contract shall be proper only in Augusta County General District Court or Augusta County Circuit Court.

b. The Contractor shall comply with all applicable federal, state and local laws.

39. CLAIMS PROCEDURE: Contractual claims must be submitted to the Augusta County Board of Supervisors in writing no later than ten (10) days after the time of occurrence or beginning of the work upon which the claim is based. The Board will consider all facts provided to it in a format established by the Board and render a decision within sixty (60) days of receipt of the claim. Failure to act by the Board shall operate to relieve the contractor from the claims procedure and allow the contractor to file suit for relief.

40. SEVERABILITY: In the event that any provision of these documents shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

41. COOPERATIVE PROCUREMENT: This procurement is being conducted by the County of Augusta in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County Contract. The County assumes no responsibility for any notifications of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.



AUGUSTA COUNTY, VIRGINIA

RFP # 111201-25-02

Attachment A

PROPOSAL FORM

1. The undersigned Offeror proposes and agrees, if their Proposal is accepted, to enter into an agreement with Augusta County to provide the requested services in accordance with this RFP.

2. **COMMUNICATIONS:**

Contact Person: _____

Company: _____

Address: _____

Phone No.: _____ FAX No.: _____

E-mail: _____

3. **CERTIFICATION:**

The undersigned is an official authorized to bind the offeror and hereby warrants that the offeror has carefully reviewed the RFP and is in compliance with the enclosed requirements. The offeror understands the County will award the work under this RFP to the most suitable offeror as determined by the County.

Responsible Party: _____
(Print) (Signature)

Title: _____ Date: _____

NOTE: This form is to be completed and returned with PROPOSAL



AUGUSTA COUNTY, VIRGINIA
RFP # 111201-25-02
Attachment B

REFERENCE LIST
To Be completed by Offeror

1. QUALIFICATION OF OFFEROR: The offeror certifies it has the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of services ____ years ___ months.
3. REFERENCES: Indicate below a listing of four (4) recent references for whom the offeror has provided this type of service. Include the date the services were furnished and the name and address of the person that the County has your permission to contact. If the offeror has not recently provided this type of service, list four (4) general references that the County has your permission to contact.

Date	Client	Phone Number and Person to Contact
_____	_____	_____
_____	_____	Phone _____
_____	_____	_____
_____	_____	Phone _____
_____	_____	_____
_____	_____	Phone _____
_____	_____	_____
_____	_____	Phone _____
_____	_____	_____
_____	_____	Phone _____



AUGUSTA COUNTY, VIRGINIA
RFP # 111201-25-02
Attachment C

PRE-PROPOSAL QUESTION FORM

Project Title: **Real Estate Broker Services**

The undersigned potential Offeror would like to request a written clarification, interpretation, or explanation to the following question or question(s):

Please note that all questions should be directed to the Officer designated on the Notice of Request for Proposal and should be received at least five (5) business days prior to the time set for the receipt of proposals to allow for sufficient time for an addendum to reach all Offerors. If there are two (2) weeks or less between the issuance of the Request for Proposal and the time set for receipt of proposals, then Offerors may continue to submit questions up until three (3) business days prior to the time set for receipt of proposals.

The County will endeavor to respond to all inquiries in the most timely manner possible. However, if in their discretion they determine the inquiry to be inappropriate for any reason, the County may refuse to respond. Multiple inquiries of substantially the same question may be answered in one addendum.

Firm Name and Address:

_____ Telephone: (____) _____

_____ Fax: (____) _____

Signature: _____ Date: _____

Title: _____ Email: _____