

**DURHAM COUNTY
NORTH CAROLINA**



REQUEST FOR PROPOSALS
Consulting Services for Commercial Real Estate Valuations
RFP NO. 24-043

Proposals Due:

May 5, 2024

2:00 P.M. Eastern Time

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Consulting Services for Commercial Real Estate Valuations
RFP No. 24-043

PROPOSAL SCHEDULE

(Note: The below dates are subject to change)

Advertisement Date	May 5, 2024
Pre-Proposal Conference Date	May 14, 2024 10:00 AM EST
Last Question Date	May 21, 2024 3:00 PM EST
Proposal Due Date	May 30, 2024 2:00 PM EST



REQUEST FOR PROPOSALS
Consulting Services for Commercial Real Estate Valuations
RFP No. 24-043

ISSUE DATE: May 5, 2024

ISSUING DEPARTMENT: County of Durham Purchasing Division of Finance
201 East Main Street, 7th Floor, Room 703,
Durham, NC 27701

Sealed Proposals will be received until **2:00 P.M.**, Eastern Time on **May 30, 2024**. The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide professional consulting services for commercial real estate valuations in Durham County, and to assist Durham County staff in valuing income producing properties for ad-valorem tax purposes. The services include the gathering and analysis of rental and expense data for all occupancy types, in all market areas, of Durham County as well as the research and creation of capitalization rates to be used in direct capitalization methods to value.

All inquiries concerning the Scope of Services, Proposal Submission Requirements or Procurement Procedures should be directed to:

Godfrey Herndon, Procurement Specialist
Durham County Purchasing, Division of Finance
Email: purchasinggroup@dconc.gov
Telephone: (919) 560-0741

Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposals (RFP). It is the sole responsibility of the Proposer to ensure that his/her Proposal reaches the Purchasing Division by the designated date and hour indicated above.

In compliance with this Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the goods and services described in accordance with the attached signed proposal.

Firm Name: _____

Date: _____

Address: _____

By: _____

(Name Typed/Printed)

(Signature in Ink)

Phone: _____



LEGAL NOTICE
CONSULTING SERVICES for Commercial Real Estate Valuations

RFP No. 24-043

The County of Durham will receive sealed proposals for **Consulting Services for Commercial Real Estate Valuations** on **May 30, 2024**, at **2:00 P.M. EST** in the Durham County Purchasing Division of Finance, 201 East Main Street, 7th Floor, Room 703, Durham, North Carolina 27701. No proposals will be accepted after the official time and date.

A Pre-Proposal Conference will be held at 10:00 A.M. Eastern Time, on **May 14, 2024**, located in Durham County Purchasing Division's Conference Room, 201 East Main Street, 7th Floor, Durham, North Carolina 27701.

An electronic copy of this Request for Proposal (RFP) can be obtained from Durham County's eBid System located under Bid Opportunities at

<https://www.dconnc.gov/county-departments/departments-f-z/finance/bid-opportunities>.

Proposers can download a copy of the solicitation and all addenda without registering in the system. However, to **automatically** receive email notifications of solicitations and addenda issued by the Purchasing Division, Proposers **MUST** register in the eBid System.

Proposals are encouraged and welcome from historically underutilized businesses (HUBs).

The County reserves the right to accept or reject, in whole or in part, such proposals as appears in its judgment to be in the best interest of the County.

Publication Date: May 5, 2024

INSTRUCTIONS TO PROPOSERS

Consulting Services for Commercial Real Estate Valuations

RFP No. 24-043

1. In order for a proposal to be considered, it must be based on terms, conditions and scope of services contained herein and must be a complete response to this RFP. **One (1) hard copy Original, two (2) hard “copies” of the Original and shall be submitted to the Issuing Department. The original Proposal should be marked “Original”. The copies must consist of all documents that are included in the “Original” Proposal.** No other distribution of the Proposal shall be made by the Proposer. Proposals shall be limited to fifty (50) double-sided pages or less and must be signed by an authorized representative. Each Proposal should be bound in a single volume with all relevant documentation. The letter of introduction, section dividers, detailed Résumés, forms, and dividers are not included in this page limit. The County may elect to require oral presentations after receipt of the proposals.
2. **PRE-PROPOSAL CONFERENCE:** A Pre-Proposal Conference will be held at **10:00 A.M.**, on **May 14, 2024**, located in Durham County Purchasing Division’s Conference Room, 201 East Main Street, 7th Floor, Room 703, Durham, North Carolina 27701. The purpose of this Conference is to allow all potential Proposers an opportunity to present questions and obtain clarifications relative to this solicitation. While attendance at this Conference will not be a prerequisite to submitting a proposal, **all potential Proposers are strongly encouraged to attend and read the entire solicitation in advance.** Any changes resulting from this Conference will be issued in a written Addendum to the solicitation.
3. **COMMUNICATION WITH PROPOSERS:** All communications between the Purchasing Division and prospective Proposers shall be in writing. E-mailed questions will be accepted and can be sent to purchasinggroup@dconc.gov. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to Godfrey Herndon, Procurement Specialist at the email address above. All questions concerning this RFP shall reference the RFP number, section number and paragraph. Questions and responses affecting the Scope of Services will be provided to all Proposers by issuance of an Addendum. **All questions shall be received by the Purchasing Division no later than 3:00 P.M., Eastern Time on May 21, 2024. NO EXCEPTIONS.**
4. **PROPOSAL DUE DATE:** Proposals will be received until **2:00 PM** Eastern Time, on **May 30, 2024**. Proposals must be mailed, or hand delivered to:

Durham County Purchasing, Division of Finance,
Attn: Godfrey Herndon
201 East Main Street, 7th Floor, Room 703, Durham, NC 27701.

Proposals shall be duly marked and/or identified with Proposer name, address, and RFP number.
5. **LATE PROPOSALS:** Proposals received after the date and time specified will not be considered for award and will be returned to the Proposer unopened.

6. **VENDOR APPLICATION:** All Proposers shall complete and submit the Vendor Application along with the W-9 Form. This information will be used to create or update the County's electronic vendor database upon award of contract.
7. **MWBE REQUIRMENTS:** Proposals are required to make a good faith effort to include Minority and Women Business Enterprises (MWBEs) as part of their Proposal to provide services to the County.

Durham County hereby establishes the following goals for the expenditure of funds with MWBE firms. **Questions concerning MWBE should be directed to Rick Greene, Assistant Procurement Manager, at rgreene@dconc.gov or (919) 560-0059.**

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % <i>(Median Availability)</i>
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

MWBE is a business that is at least 51% owned and controlled by minority group members or women. MWBE is bona fide only if the minority group or female ownership interests are real and continuing and not created solely to meet the MWBE requirement. In addition, the MWBE shall itself perform satisfactory work or service or provide supplies under the contract and not act as a conduit. The contractual relationship shall be bona fide owned and controlled as: (1) a sole proprietorship legitimately owned by an individual who is a minority group member or female; (2) a partnership or joint venture controlled by minorities and/or females; (3) a corporation or other entities controlled by minorities or females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities and/or females. These persons shall control the management and operations of the business on a day-to-day basis:

A person who is a citizen or lawful permanent resident of the United States and who is:

“Black American”; a person having origins in any of the black racial groups of Africa;

“Asian American”; A person having origins in any of the original peoples of the Far East, Southeast Asia, Asia, Indian continent, or Pacific islands;

“Hispanic American”; a person of Spanish culture with origins in Mexico, Central or South America, or the Caribbean, regardless of race; “Native American Indian tribe”; a federally recognized Indian tribe means an Indian tribe, or band, nation, rancheria, pueblo, colony, or other organized group or community, including any Alaska native village, which is recognized by the Secretary of the

Interior on October 1, 1985 as having special rights and is recognized as eligible for service provided by the United States to Indians because of their status as Indians, a tribe that has a pending application for Federal recognition on October 1,1985.

8. **DISCREPANCIES AND OMISSIONS:** Should a Proposer find discrepancies in, or omissions from, the documents, or should be in doubt as to their meaning, he/she should at once notify the County, and a written Addendum shall be issued. The County will not be responsible for any oral instructions. Acknowledgment of any Addendum received shall be noted on the Addendum. Acknowledgement Form included in the Proposal. In closing of a contract, any Addendum issued shall become a part thereof.

9. **SECURITY OF NON-PUBLIC RECORDS:** Pursuant to N.C.G.S. § 132-1.7, entitled, "Sensitive Public Security Information", public records, as defined in G.S. 132-1, shall not include information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities. Therefore, all information provided, received, gathered or obtained by BIDDER containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities shall be held confidential and shall be used by the BIDDER only for the purpose of responding to this bid. All plans and drawings shall be returned to the County. Any breach of this paragraph by the BIDDER may result in BIDDER being barred from being awarded any contracts with the COUNTY.

10. **E-VERIFY:** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

END OF INSTRUCTIONS TO PROPOSERS

EQUAL EMPLOYMENT OPPORTUNITY

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, handicap, age, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, handicap, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- B. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, handicap, age, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or workers' representative of the contractor's commitments under the Equal Employment Opportunity section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the contractor's noncompliance with nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County contracts.
- E. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Board of County Commissioners of the County of Durham, North Carolina so that such provisions will be binding such Subcontractor or Proposer.

QUALIFICATIONS AND SUBMISSION REQUIREMENTS
Consulting Services for Commercial Real Estate Valuations
RFP No. 24-043

The Proposal must include all the information set forth in this Section and other Sections of this RFP and should be organized and tabbed appropriately. Unnecessary elaborate brochures or other materials beyond those sufficient to present a complete and effective response to this solution are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Therefore, elaborate artwork, expensive paper, and bindings, etc., are strongly discouraged.

One (1) Original hard copy, two (2) hard copies of the Original, shall be submitted to the Issuing Department.

Tab 1 – Signed Forms

This Tab should include the following forms and information.

Proposal Form

No Proposal Reply Form (if applicable)

Addendum Acknowledgement Form

Non-Collusion Affidavit Form (*Notarized*)

Affidavit of Compliance (E-Verify) Form (*Notarized*)

Vendor Application/W-9 Form

MWBE Forms:

Affidavit A – List of the Good Faith Efforts

DUE WITH BID

All Bidders are required to make good faith efforts and to demonstrate that they have made such efforts. Affidavit A is a tool for Bidders to use to show that they have made good faith efforts. Affidavit A is required to be submitted with your bid.

Affidavit B – Intent to Perform Contract with Own Workforce

DUE WITH BID

Affidavit B is required if your company has no opportunity to sub-contract and will complete all work with Bidder's own workforce. Even if utilizing your own workforce, Affidavit A is also required.

Affidavit C - Portion of Work to be Performed by Certified MWBE Businesses

DUE WITH BID

Bidders shall complete Affidavit C to identify the minority business that it will use on the project. Affidavit C is required to be submitted with your bid. Even if your company has MWBE participation, Affidavit A is also required.

Affidavit D – Good Faith Efforts

DUE 72 HOURS AFTER NOTIFICATION

Affidavit D is to be submitted **only** by the apparent lowest, responsible, responsive bidder within 72 hours after notification.

The apparent lowest, responsible, responsive Bidder shall file within 30 days after the award of the contract a list of all identified subcontractors that the Contractor (Bidder) will use on the project.

IMPORTANT MWBE INSTRUCTIONS: It is mandatory for all Bidders to demonstrate their good faith efforts in seeking MWBE participation and provide supporting documentation upon request. The MWBE supporting documentation and information is still required even if using your own workforce. MWBE Prime Contractors will also be required to document good faith efforts.

The above information must be provided as required. Failure to submit these MWBE documents may be grounds for rejection of the bid.

Tab 2 – Executive Summary

This Tab should provide a brief summary of the Proposer’s understanding of the Scope of Services presented in this RFP and emphasize any unique aspects or strengths of the Proposal.

Tab 3 – Corporate Overview

This Tab should present an overview of the Proposer’s organization and should include the firm’s name, address, phone and fax numbers, firm history, email address and phone number of the firm’s representative for the Proposal.

Tab 4 – Approach

This Tab should present the Proposer’s approach to providing the services specified in this RFP. This Tab should describe the services to be provided, who will provide the services, how the services will be provided, etc. This Tab should include a description of activities, such as the project methodology and timeline for project completion, etc. The Proposer should also include in this Section its plan for managing the work requirements. Most of the proposed responses to the requirements found in Work Requirements, should be included under this Tab.

Tab 5 – Organization and Staffing

This Tab should present the Proposer’s proposed organization structure and a staffing chart showing specific job classifications, number of employees and full-time equivalent employees by position and reporting relationships. Résumés for all managerial and key personnel should be provided in sufficient detail to be able to determine the nature and depth of each individual’s relevant experience. This Tab should also identify any of the required services that the Proposer intends to subcontract, if any, providing for each (i) the reasons for subcontracting, (ii) the proposed subcontractor’s responsibilities, and (iii) information identifying proposed subcontractor’s name, location, relevant personnel, and experience. The Proposer’s proposed MWBE utilization and explanation of their involvement on this project must also be included under this Tab.

Tab 6 – Qualifications and Experience

In this Tab, the Proposer should describe its track record in performing services comparable to those specified in this RFP and other information relevant to making a determination as to the ability of the Proposer to perform these services. This tab should also include a list of all similar work performed by your firm over the past five (5) years. This list should include the name of each client, a client contact and telephone number, the size and Scope of Work provided, effective dates of the contract(s) with this client, and the annual contract amount.

Tab 7 – MWBE Participation

Describe the program (plan) that your firm has developed to encourage participation by MWBEs to meet or exceed the goals set by the County of Durham’s MWBE Program Ordinance. If your firm has no opportunity to contract with MWBEs please explain why.

Tab 8 – Conflict of Interest

In this Tab the Proposer should describe any involvement that your firm, its employees, or its owner(s) have that may constitute a conflict of interest.

EVALUATION AND AWARD CRITERIA
Consulting Services for Commercial Real Estate Valuations
RFP No. 24-043

Based on the evaluation criteria outlined below, all Proposals will be evaluated and scored by the Evaluation Committee designated by the County of Durham. Written or oral discussions may be requested to resolve issues relating to individual proposals.

1. **Evaluation Criteria**

Proposals will be evaluated using the following criteria:

- a) Experience in providing this type of service for this size contract.
- b) Public Sector Experience Preferred
- c) Demonstrated ability to meet commitments requested in the RFP
- d) Qualifications of staff to be assigned to this project
- e) Specific plans and methodology for providing the proposed services
- f) References from at least two similar clients
- g) Compliance with Durham County MWBE requirements or other governmental entities
- h) Financial stability
- i) Training in commercial real estate valuation
- j) Price

2. **Award of Contract**

The County reserves the right to award multiple contractors or to a single contractor deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Price shall be considered but shall not be the sole determining factor. Once the proposals are ranked and the most qualified firm(s) are determined, the County may conduct further negotiations, and/or request presentations from firm(s) to further assist in the clarification of information and selection process.

The County reserves the right to accept or reject, in whole or in part, such proposals as appears in its judgment to be in the best interest of the County.

SCOPE OF SERVICES
Consulting Services for Commercial Real Estate Valuations
RFP No. 24-043

This Scope of Services will become an integral part of the contract between the County of Durham and the Contractor. The Contractor hereby agrees to provide services and/or materials to the County pursuant to the provisions set forth below.

1.0 PURPOSE:

The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide professional consulting services for commercial assessment in Durham County to assist our staff in valuing income producing properties for ad-valorem tax purposes. The services include the gathering and analysis of rental and expense data for all occupancy types, in all market areas, of Durham County as well as the research and creation of capitalization rates to be used in direct capitalization methods to value.

2.0 INVOICE PAYMENT:

Invoices submitted will be paid net 30 days. Invoices shall be forwarded to the County's Designated Representative for review and payment approval.

3.0 TERMS OF CONTRACT:

The term of the contract will be from **Date of Award** through **December 31, 2025**.

4.0 CANCELLATION OF CONTRACT:

The County of Durham reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation shall not relieve the Contractor(s) of the obligation to deliver and/or perform services on all outstanding orders issued prior to the effective date of cancellation.

5.0 COUNTY DESIGNATED REPRESENTATIVE:

Courtney Gacengeci (919) 560-0310 and/or James Roberts (919) 560-0393

6.0 BACKGROUND:

The Durham County Department of Tax Administration herein referred to as "Client", is seeking an experienced, reliable consultant, herein referred to as "Consultant", to provide professional consulting services for commercial real estate assessment in Durham County to assist our staff in valuing income producing properties for ad-valorem tax purposes.

County Overview

Durham County is the 6th most populous county of the 100 counties comprising North Carolina. The County consists of 5 municipalities including the City of Durham nicknamed "The City of Medicine", which is the County seat. The County's land area is moderate, covering 287.5 square miles. The County's population, as of December 2023, was 336,892 residents.

Durham County Tax Administration

Durham County Department of Tax Administration focuses on completing all tasks mandated by the North Carolina General Statutes as to the discovery, listing, appraisal, billing and collection of ad valorem property tax and gross receipts tax in the most fiscally responsible, customer focused, and service driven approach possible. The department currently has 64 employees to carry out this mission. The department has 3 Real Property supervisors and 15 appraisers of which 4 are commercial property appraisers.

The County's real estate parcels as of January 1, 2024, are as follows:

Total Parcel Count	126,840
Improved Commercial Parcel Count	5,845
Approximate Count of Parcels Valued by Income	3,000
Approximate Commercial Construction Permits Per Year 3 Year Average	185

7.0 **WORK REQUIREMENTS:**

The scope of services covered in this RFP is to provide the County typical market rents, vacancy rates, expense ratios, and capitalization rates for all categories of commercial buildings to support the Department as the County conducts the 2025 reappraisal.

Services Include:

- **Meeting with County staff as necessary to discuss preliminary study criteria and project approach. This meeting shall include:**
 - Provision of collection, verification, stratification, and analysis of income data including typical market: rents, vacancy rates, expense ratios (fixed, variable, and reserves), and capitalization rates for the Durham County market for office (all types), nursing homes, shopping center/mall, retail/grocery (all types), department/discount, convenience store, warehouse (all types), manufacturing (all types), service shop/garage, franchise drug stores, franchise restaurants, mini-storage, apartment, hotel/motel, restaurant, mobile home park and parking garage properties.
 - Availability and format of county appraisal data
 - Other information needed by consultant.
- **Conducting a Commercial Market Study**
 - Typical market rents, vacancy rates, expense ratios, and capitalization rates for the Durham County market are to be developed for each property type which can be classified in the following nine broad categories:
 - Office (all types)
 - Nursing homes
 - Shopping center/mall
 - Retail/grocery (all types)
 - Department/discount

- Convenience store
 - Warehouse (all types)
 - Manufacturing (all types)
 - Service shop/garage
 - Franchise drug stores
 - Franchise restaurants
 - Mini storage
 - Apartment
 - Hotel/motel
 - Restaurant
 - Mobile home park
 - Parking garage properties
- Property class/definition is indicated on data reporting forms. (See Attachment K for required spreadsheet formatting)
 - Typical market rents, other income, vacancy rates, and expense ratios (fixed, variable, and reserves), less property tax, shall be conclusions drawn by the Consultant based on comparables developed directly from actual properties and documented according to the income and expense forms.
 - Sufficient documentation, mainly from primary research data and a lesser part from secondary research data, shall define explicitly the items that were included. **Rents for all property types should be stated in the study as gross rents. Property taxes should be deducted as part of the overall cap rate and should not be included in the expenses.**
 - Rent rate premiums for interior finish and air conditioning should be included in the report conclusion where appropriate. These adjustments are commonly used for property types such as industrial, warehouse, etc. where interior finish and conditioned space are limited to only a portion of the gross rentable area. These rates should be provided to the client as a dollar adjustment to base rent rate.
 - Normal reserves for replacements should be included as an expense in developing the rates. Sufficient documentation, mainly from primary research data and a lesser part from secondary research data, shall define explicitly the items that were included.
 - Capitalization rates shall be extracted directly from sales and documented according to the sales documentation form. Sales occurring before January 1, 2022, will require review by Client staff before utilizing in study. Capitalization rates shall be extracted from sales by using two (2) different income criteria:
 - Actual income at time of sale
 - Market income and expense attributed to the property at the time of sale
 - The capitalization rates shall be checked using the band of investment method with the supporting evidence for the loan to value ratio, mortgage interest rate amortization period and equity dividend rate. Band of investment analysis should be submitted for each property type as a part of the market study.

- The desired minimum number of transactions by property type to be used in development of capitalization rates are shown on the following page. It is understood that all valid transactions should be considered in the conclusion. Where enough sales data exists, emphasis should be placed on utilizing transactions from different submarkets and include various building classes and ages. The Consultant should rank all transactions utilized in the study based on their confidence in the accuracy of the information.

Desired Minimum Number of Transactions by Property Type

PROPERTY TYPE	DESCRIPTION	MINIMUM # OF TRANSACTIONS
RETAIL:		
Regional Center	300,000-1,000,000+ sq. ft.	3
Community Center	100,000-300,000 sq. ft.	6
Neighborhood Center	30,000-100,000 sq. ft.	6
Multi-Tenant	<30,000 sq. ft.	8
Single Tenant	<20,000 sq. ft.	8
OFFICE		
	>100,000 sq. ft.	6
	50,000-100,000 sq. ft.	8
	20,000-50,000 sq. ft.	12
	<20,000 sq. ft.	12
INDUSTRIAL		
	>100,000 sq. ft.	6
	50,000-100,000 sq. ft.	8
	20,000-50,000 sq. ft.	12
	<20,000 sq. ft.	12
APARTMENTS		
	200 UNITS or more	10
	100- 200 UNITS	4
	<100 UNITS	4
MINI-STORAGE		
	200 UNITS or more	10
	<200 UNITS	6
HOTEL/MOTEL		
	150 ROOMS or more	10
	<150 ROOMS	8
MOBILE HOME PARKS		
		2
RESTAURANT		
		5
GARAGE		
		5

- RFP Attachment J contains a complete list of income categories for which data should be submitted as a part of this study. Attachment K shows examples of the format in which data is to be submitted to client. The Consultant must supply data sheets for sales utilized in the market study. Attachment L is a suggested format, but not mandatory. The Consultant will be responsible for submitting information for each property type as a part of the market income study.
- Conclusions
 - Conclusions drawn by the Consultant are to be based on comparables developed directly from actual property sale/lease transactions in each submarket. If comparables are not available in a particular submarket, the area for comparables may be expanded, but should be sufficiently documented in the deliverables of the market study.
- **Prepare Final Study Documents**
 - An electronic copy of the preliminary study is to be submitted to Client for review and comment.
 - Meet with Client to discuss review and comments for incorporation into final study document(s).
- **Assist in Defense of Appeals**
 - Consultant may be required to defend their study in the appeals process. These additional services would be negotiated and reimbursed upon an agreeable hourly rate for personnel and miscellaneous incidental costs.

8.0 **SCHEDULES/TIMELINES:**

Date	Event
May 5, 2024	RFP Advertised
May 14, 2024	Pre-Proposal Conference Date at 10:00 A.M.
May 21, 2024	Last Question Date
May 30, 2024	RFP Due Before 2:00 PM
September 20, 2024	Initial Market Studies Due
November 1, 2024	Updates and Revisions Due
December 27, 2024	Final Updates and Revisions Due

ATTACHMENTS AND AFFIDAVITS

Attachment A



PROPOSAL FORM
Consulting Services for Commercial Real Estate Valuations
RFP No. 24-043

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to the County of Durham.

TOTAL PROPOSED COST*

\$ _____

(Total Proposed Cost in Writing)

***The Total Proposed Cost should be based on the information detailed in Attachment K and contingent on being awarded the entire project.**

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date: _____

Authorized Signature:

Name

Title

Firm Name

Attachment B

NO PROPOSAL REPLY FORM

TO: Durham County
Purchasing Division
201 East Main Street, 7th Floor
Durham, NC 27701

PROPOSAL No: 24-043

PROPOSAL TITLE: Consulting Services for
Commercial Real Estate Valuations

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received an invitation, but does not wish to submit a proposal, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to submit a proposal under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the Durham County. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

DATE

SIGNATURE

PHONE

- _____ We wish to remain on the Bidders' List.
- _____ We wish to be deleted from the Bidders' List.

Attachment C

ADDENDUM ACKNOWLEDGEMENT
Consulting Services for Commercial Real Estate Valuations
RFP No. 24-043

Receipt of the following Addendum is acknowledged:

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Signature: _____ Date: _____

Print Name

Title

Name of Firm

Attachment D

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Durham

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of _____, the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a **collusive** or **sham** Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a **collusive** or **sham** Proposal in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signature of Proposer

Date

Subscribed and sworn before me,
this ___ day of _____, 20__

(Seal)

Notary Public

Notary Public
My Commission Expires: _____

Attachment E

M/WBE FORMS

(Affidavits A-D and Appendix E)

Affidavit A

ATTACH TO BID

State of North Carolina AFFIDAVIT A - List of the Good Faith Effort

COUNTY OF DURHAM

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- 1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.
- 5-Attended pre-bid meetings scheduled by the public owner.
- 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.
- 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

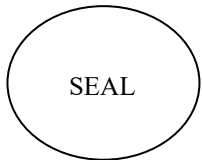
In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this ____ day of _____ 20__
Notary Public _____
My commission expires _____

Affidavit B

ATTACH TO BID – IF YOU ARE NOT UTILIZING SUBCONTRACTORS

State of North Carolina AFFIDAVIT B - Intent to Perform Contract with Own Workforce

COUNTY OF DURHAM

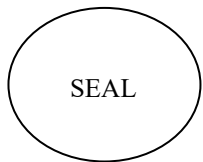
Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for
he _____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____
Signature: _____
Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this ____ day of _____ 20__
Notary Public _____
My commission expires _____

Affidavit C

ATTACH TO BID - IF YOU HAVE MWBE PARTICIPATION

State of North Carolina AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

COUNTY OF DURHAM

Durham County Goals for MWBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

Affidavit of _____ I do hereby certify that on the

(Name of Bidder)

(Project Name)

Project ID No. _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Firm Name (Street Address/Zip/Telephone)	*Minority Category	Work Description	Dollar Value	Percentage of Goal

***Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**)

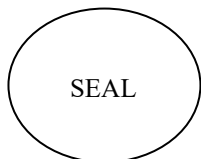
Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
 Subscribed and sworn to before me this ____ day of _____ 20__
 Notary Public _____
 My commission expires _____

DO NOT SUBMIT WITH THE BID DO NOT SUBMIT WITH THE BID DO NOT SUBMIT WITH THE BID
(NOTE: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If you do not meet the MWBE Goal, the Bidder shall provide the following documentation of his Good Faith Efforts within **72 hours** after notification of being the low bidder.

State of North Carolina AFFIDAVIT D – Good Faith Efforts
COUNTY OF DURHAM

Durham County Goals for MWBE Participation in the Procurement of goods, Services, and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

Affidavit of _____
(Name of Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

I will expend a minimum of ____% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Name and Phone Number	*Minority Category	Work description	Dollar Value	Percentage of Goal

***Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**)

Documentation of the Bidder’s good faith efforts to meet the goals set forth in the provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitation for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need to equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

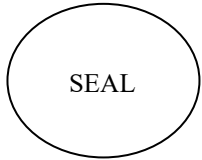
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this ____ day of _____ 20__
Notary Public _____
My commission expires _____

Appendix E

MWBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Total Contract Amount	Amount Paid this Period	Total Payment Amount to date	Percentage of Work Completed	Scheduled Start Date	Scheduled End Date

***Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**)

Date: _____ Approved/Certified By: _____

Name

_____ Title

_____ Signature

THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT

Attachment F

AFFIDAVIT OF COMPLIANCE

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

**AFFIDAVIT OF COMPLIANCE
with N.C. E-Verify Statutes**

I, _____ (hereinafter the "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
 - a. YES ____
 - b. NO ____
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Durham County.

This ___ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 20__.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)

Attachment G

**NORTH CAROLINA
DURHAM COUNTY**

SAMPLE SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the ____ day of _____, 20xx, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and _____ a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The "effective date" of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is _____, **2022**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the "effective date" indicated above.

The Term of this contract for services is from _____ to _____ unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed _____ Dollars (\$_____) as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to “confidential information” or “personal identifiable information”.

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

In consideration of the pursuit of current discussions and payment for the services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

5.1 DEFINITIONS. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that Derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 - 1. Information of the COUNTY or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
 - 2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 - 3. Information contained in the COUNTY’s personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 - 4. Citizen or employee social security numbers collected by the COUNTY.

5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
7. Any attorney/client privileged information disclosed by either party.
8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term "Personal Identifiable Information" shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked to a specific individual.

5.2 RESTRICTIONS. CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for

refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

5.3 EXCEPTIONS. The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:

- a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONTRACTOR;
- c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

5.4 REMEDIES. CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5.5 DATA SECURITY. The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach to affect persons, the CONTRACTOR shall bear the cost of the notice.

5.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of “confidential information” and “personal identifiable information”, by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

6. INDEMNIFICATION. To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR’s performance during the execution of this Contract.

7. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “waiver of subrogation” this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR’S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR’s insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “additional insured” this contract shall govern.

7.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

7.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

7.3 Worker’s Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR’s liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

8. TERMINATION.

8.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more, or all of the following actions:

- a. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
- b. Deduct any and all expenses incurred by the COUNTY for damages caused by the Contractor's Event of Default; and/or
- c. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

8.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 8.1 or 8.2, shall not form the basis of any claim for loss of anticipated profits by either party.

9. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

10. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

11. COMPLIANCE WITH LAWS. CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

12. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

13. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that

employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

14. EMPLOYMENT ADVERTISING REQUIREMENTS. CONTRACTOR shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham COUNTY Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR'S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

15. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the COUNTY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies). Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides "minimum value" to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham COUNTY are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham COUNTY against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and to indemnify the COUNTY against any associated 4980H penalties. **Please complete Exhibit A and return with this contract.**

17. SECURITY BACKGROUND CHECKS. The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager or his designee for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

18. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

19. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham COUNTY Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the COUNTY Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham COUNTY, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the COUNTY of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

20. EXISTENCE. CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of _____ and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

21. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

22. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

23. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
7TH FLOOR, 201 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**CONTRACTOR
ATTN: _____

_____**

24. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

25. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the COUNTY of Durham and the State of North Carolina.

26. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS. Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.

27. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM. It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County's contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County's contracting programs.

28. ENTIRE CONTRACT. This contract, including Attachment 1, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

By: _____

Print Name/Title: _____

Date of Signature: _____

required by

This instrument has been pre-audited in the manner
the Local Government Budget and Fiscal Control Act.

Officer

Tiffany Murray, Durham County Chief Financial

CONTRACTOR

By: _____

Print Name/Title: _____

Date of Signature: _____

ATTACHMENTS to follow

VENDOR APPLICATION & W-9



Vendor Application

**IT IS CRITICAL TO THE COUNTY THAT YOU COMPLETE ALL DATA -
PLEASE PRINT OR TYPE (A W-9 FORM IS REQUIRED AND MUST BE
SUBMITTED WITH THIS FORM)**

1. Vendor Name: _____

Do you require a 1099? Yes No

2. Mailing address for payments:

3. Mailing address for purchase orders, proposals and bids:

4. Contact Person _____ Phone #: _____

Email: _____ Fax #: _____

5. In what City and State is your firm licensed? _____

If licensed in NC, indicate County (for tax purposes) _____

6. Indicate your firm's organizational type:

Individual Partnership Corporation Governmental Agency Other _____

7. Is your firm a large business? Yes No

8. Is your firm a small business? Yes No

9. Is your firm 51 percent or more owned and operated by a woman? Yes No

If yes, with what governmental agencies are you certified? _____

10. Is your firm 51 percent or more owned and operated by a minority? Yes No

If yes, with what governmental agencies are you certified? _____

Identify appropriate minority group:

Black American Native American Hispanic Asian/Pacific Asian Indian

11. Is your firm incorporated? Yes No

12. Is your firm a not-for-profit concern? Yes No

13. Is your firm a handicapped business concern? Yes No

14. Give a brief description of goods or services your firm provides:

Signature: _____

Title: _____

Print name: _____

Date: _____

If you have any questions concerning this form, call Durham County Purchasing Division - (919) 560-0051.

**FOR DEPARTMENT COMPLETION
(Prior to Vendor Distribution)**

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required):	
Individual/sole proprietor	C Corporation
S Corporation	Partnership
Trust/estate	Exempt payee
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

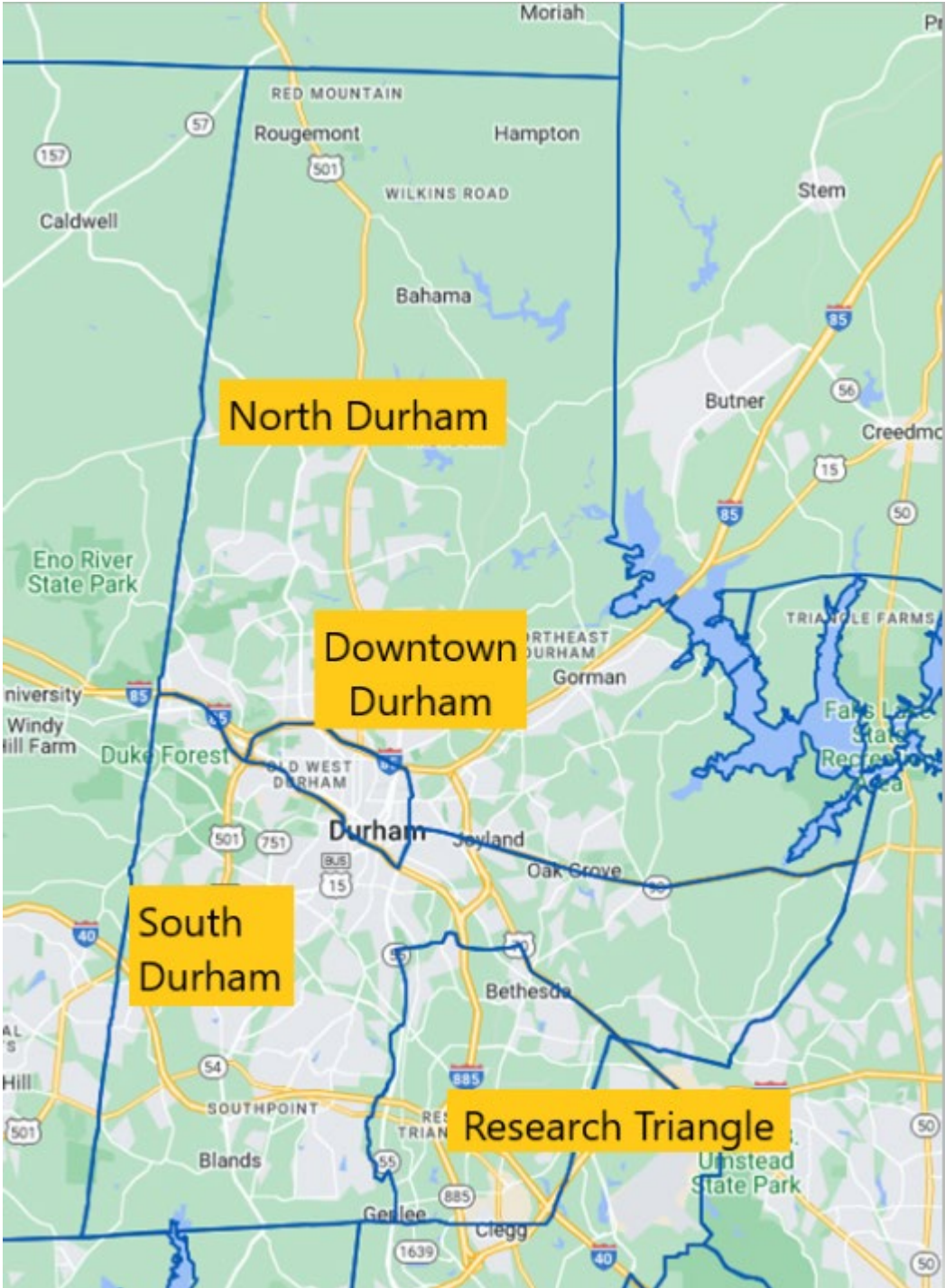
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a*

Social security number										

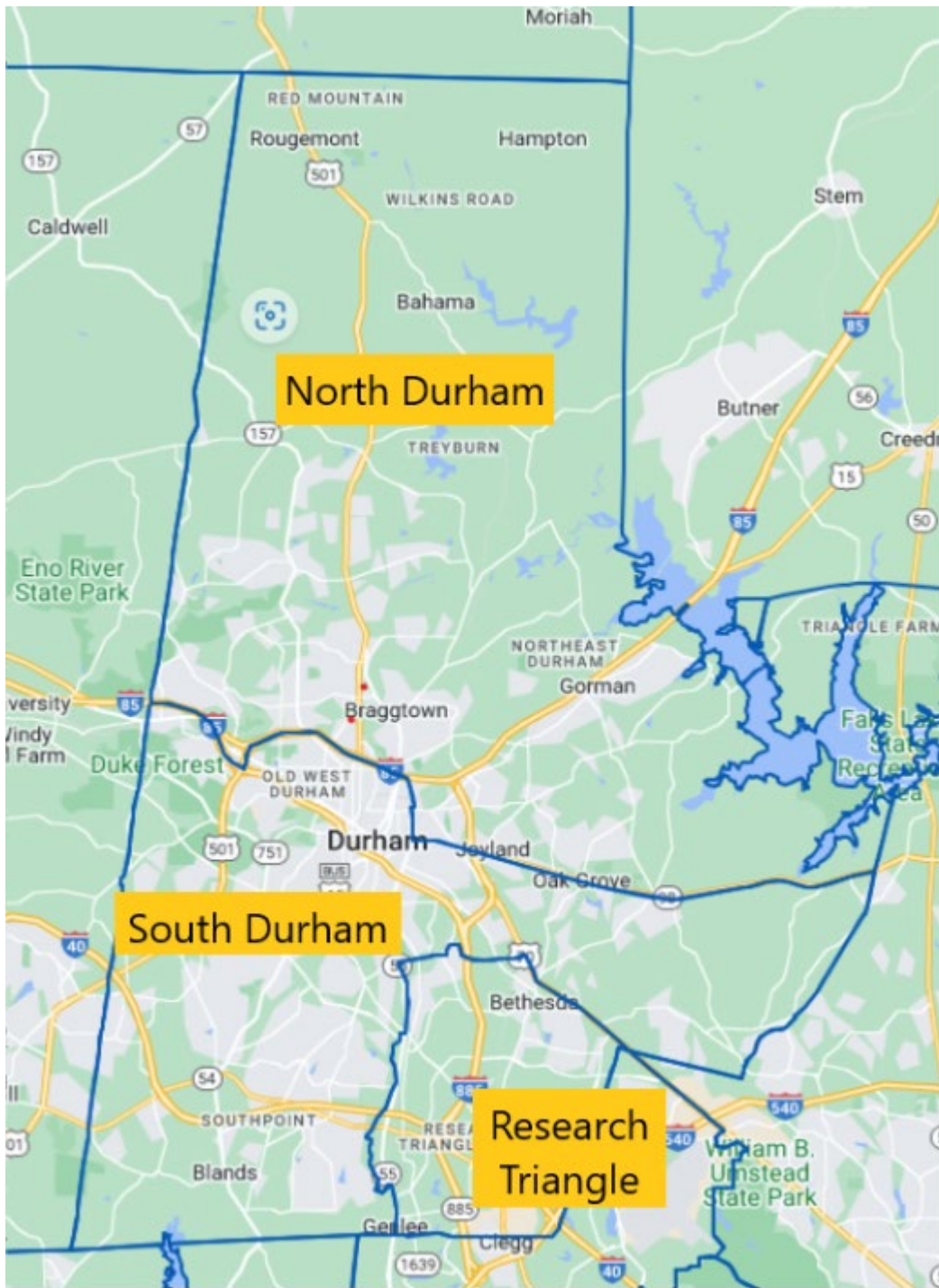
ATTACHMENT I

SUBMARKET MAPS

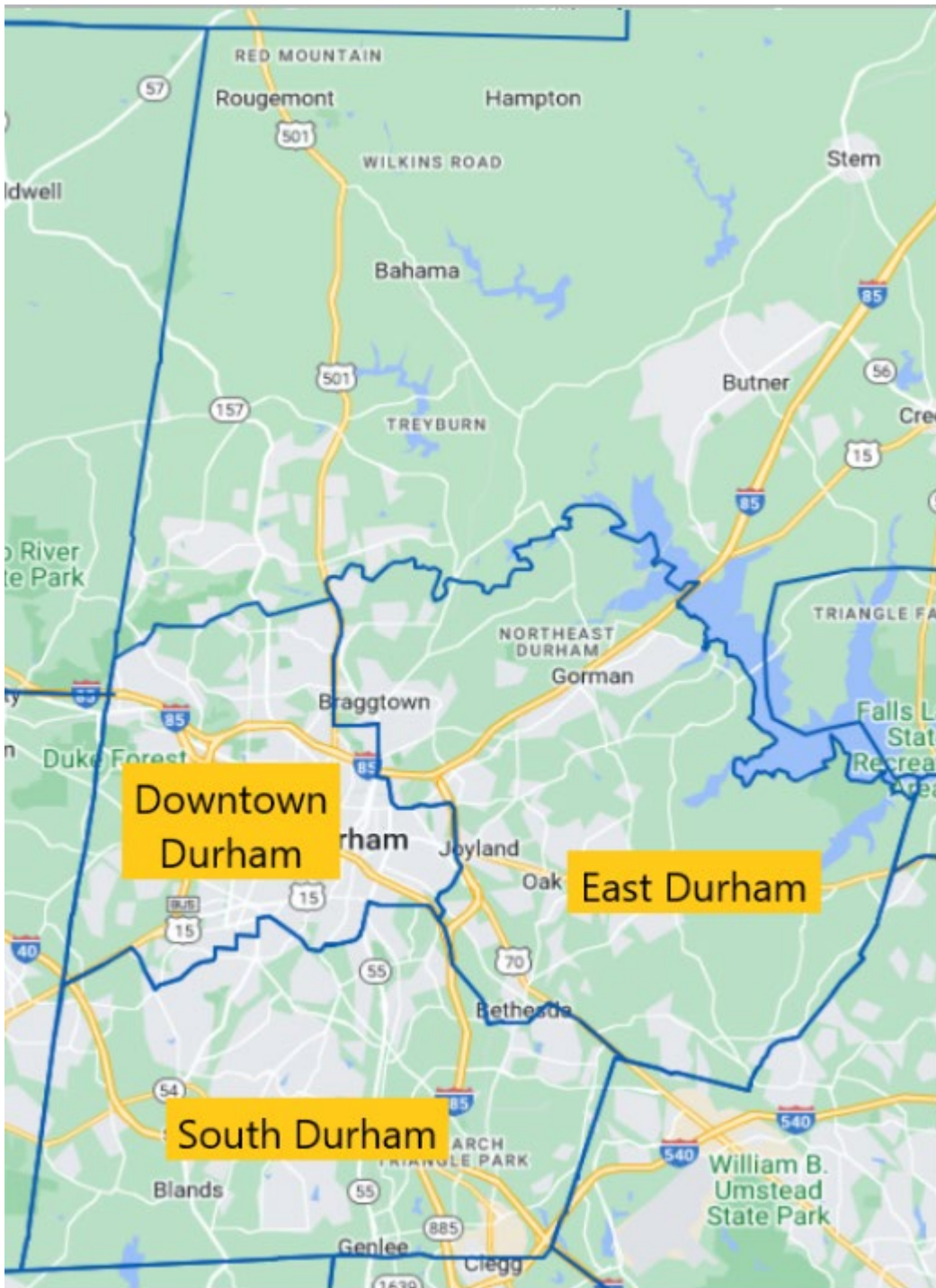
Office/Retail



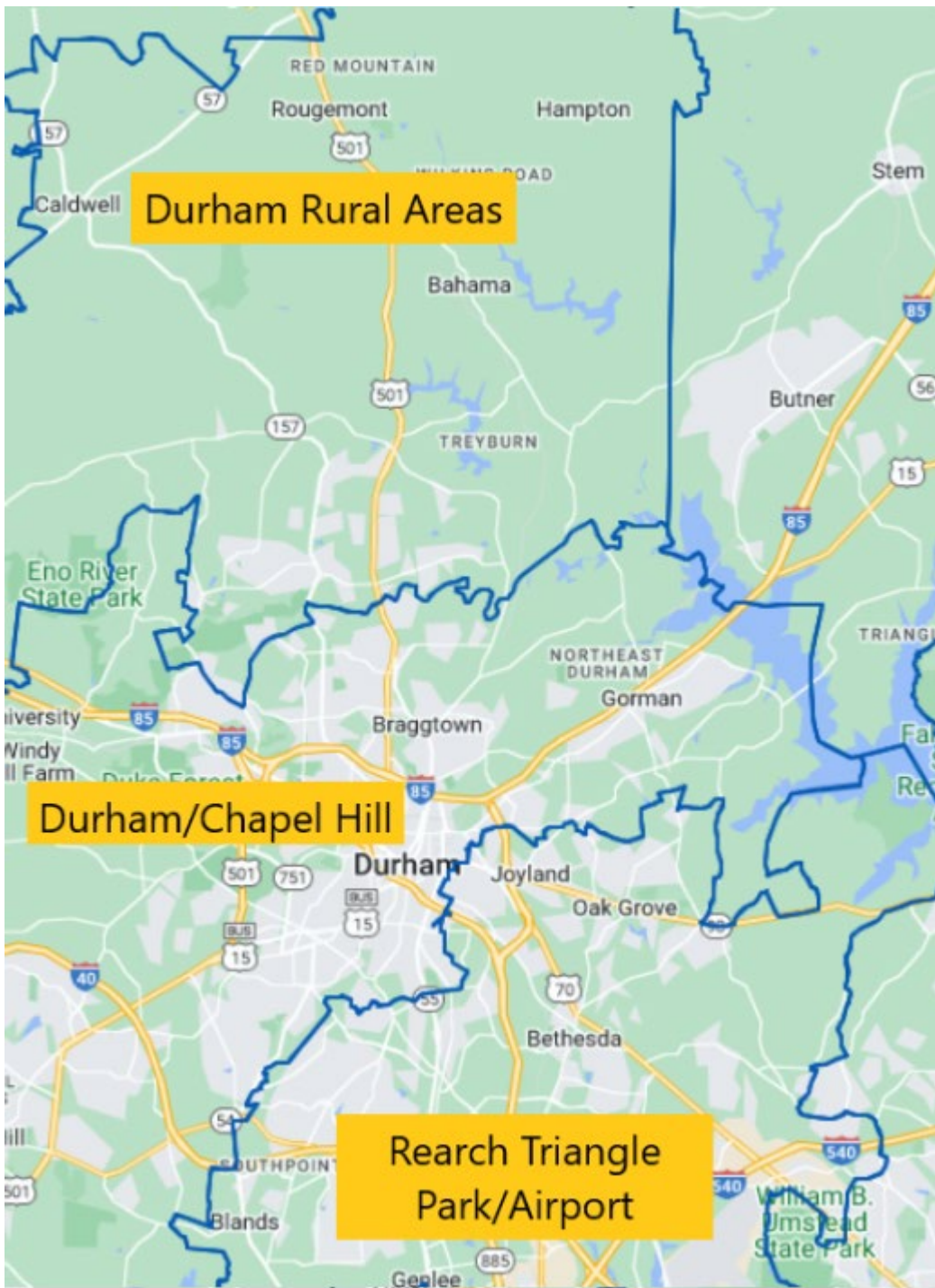
Industrial



Multi-Family



Hotels/Motels



ATTACHMENT I

INCOME CATEGORIES LIST

Market study information is to be provided by Vendor for ALL of these property types. If there is not enough information to provide a credible result for a specific type, please indicate this in the Market Analysis report.

INCOME CATEGORIES
APARTMENT, CASITA
APARTMENT, GARDEN
APARTMENT, HIGH-RISE
APARTMENT, SECTION 42
APARTMENT, STUDENT
APARTMENT, TOWNHOME
AUTO PARTS RETAIL
BANK
BAR
BULK RETAIL
COMMUNITY SHOPPING
CONVENIENCE STORE/FAST FOOD
DEPARTMENT STORE
DISCOUNT STORE
DRUG STORE
FAST FOOD
FRANCHISE SERVICE CENTER
HOTEL - CONVENTION CENTER
HOTEL - ECONOMY
HOTEL - EXTENDED STAY
HOTEL - LUXURY
HOTEL - MIDSCALE
HOTEL - UPSCALE
INDUSTRIAL MANUFACTURING
JUNIOR ANCHOR
JUNIOR DEPARTMENT STORE
LABORATORY
MINI-WAREHOUSE
MIXED USE RETAIL
MOBILE HOME PARKS
MOTEL
MOTEL - INDEPENDENT
NEIGHBORHOOD SHOPPING CENTER
NURSING HOMES
OFFICE, CONDO
OFFICE, GENERAL
OFFICE, MEDICAL

OFFICE/WAREHOUSE/FLEX
REGIONAL SHOPPING CENTER
RESEARCH & DEVELOPMENT
RESTAURANT
RETAIL STORE
SERVICE GARAGE
SERVICE STATION
SUPERMARKET
WAREHOUSE, BULK/DISTRIBUTION
WAREHOUSE, GENERAL

ATTACHMENT K

EXAMPLE SUBMISSION FORMAT FOR VARIOUS PROPERTY TYPES

Income SOV Table Maintenance - Model Listings

Income Categories: 01 - apartment

Revision Year: 2024

Model Name	Submarket	Income			Extra Features			Expenses			Age Adjustment					Label Type	Direct Cap Rate			Action		
		Rates	Other	Freq	Doc	Net	Grfs	Vic A	Vic B	Vic C	Food	Wtr	Ris	1	2		3	4	5		A	B
1	CH1	---	---	0	100	120	0	7.0	7.0	7.0	2.0%	2.0%	2.0%	100%	110%	120%	130%	140%	7.1-1.29	.61-.69	.23-.59	EDR
2	CH2	---	---	0	100	120	0	7.0	7.0	7.0	2.0%	2.0%	2.0%	100%	110%	120%	130%	140%	7.1-1.29	.61-.69	.23-.59	EDR
3	CH3	---	---	0	100	120	0	7.0	7.0	7.0	2.0%	2.0%	2.0%	100%	110%	120%	130%	140%	7.1-1.29	.61-.69	.23-.59	EDR
4	CH4	---	---	0	100	120	0	7.0	7.0	7.0	2.0%	2.0%	2.0%	100%	110%	120%	130%	140%	7.1-1.29	.61-.69	.23-.59	EDR
5	CH5	---	---	0	100	120	0	7.0	7.0	7.0	2.0%	2.0%	2.0%	100%	110%	120%	130%	140%	7.1-1.29	.61-.69	.23-.59	EDR
6	CH6	---	---	0	100	120	0	7.0	7.0	7.0	2.0%	2.0%	2.0%	100%	110%	120%	130%	140%	7.1-1.29	.61-.69	.23-.59	EDR
7	CH7	---	---	0	100	120	0	7.0	7.0	7.0	2.0%	2.0%	2.0%	100%	110%	120%	130%	140%	7.1-1.29	.61-.69	.23-.59	EDR
8	CH8	---	---	0	100	120	0	7.0	7.0	7.0	2.0%	2.0%	2.0%	100%	110%	120%	130%	140%	7.1-1.29	.61-.69	.23-.59	EDR
9	CH9	---	---	0	100	120	0	7.0	7.0	7.0	2.0%	2.0%	2.0%	100%	110%	120%	130%	140%	7.1-1.29	.61-.69	.23-.59	EDR

Model Name	Submarket	BR Type	1	2	3
1	CH1	0	27100	42100	13900
1	CH1	1	18400	14600	12200
1	CH1	2	18400	14600	12200
1	CH1	3	18400	14600	12200
1	CH1	4	18400	14600	12200

Model Name	Submarket	BR Type	1	2	3
1	CH1	0	27100	42100	13900
1	CH1	1	18400	14600	12200
1	CH1	2	18400	14600	12200
1	CH1	3	18400	14600	12200
1	CH1	4	18400	14600	12200

Submarket

Income Rates

Bedroom Count:
Studio (0), 1 bed,
etc.

Property Class:
1=A
2=B
3=C

Age Adjustment

Age adjustments modify expenses by the stated percentage. Properties with an effective age 10 years old or less receive no adjustment to expenses as stated in grid; properties 11-20 years old have a factor of 1.10 applied to expenses. These year thresholds and amounts of adjustment are customizable and shall be provided by vendor.

Income Categories: [2] - STUDENT ASSISTANT [v]

Mod Num	Submarket Code	Income		Model Listings			Expenses			Age Adjustment					Direct Cap Rate			Action				
		Other Inc	Prpf Inc	Det GAR	Alt GAR	Baths	Vac A 71-129	Vac B 61-69	Vac C 23-59	Fixed	Var	Res	1 0-10	2 11-20	3 21-30	4 31-99	5 100-120		Lease Type	A 71-129	B 61-69	C 23-59
1	CR1	3.0%	0	100	120	0	10.0	18.0	10.0	2.0%	30.0%	2.0%	100%	105%	110%	120%	0%	FS	0.0025	0.0025	0.0025	Edt
2	CR2	3.0%	0	100	120	0	10.0	18.0	10.0	2.0%	30.0%	2.0%	100%	105%	110%	120%	0%	FS	0.0025	0.0025	0.0025	Edt
3	CR3	3.0%	0	100	120	0	10.0	18.0	10.0	2.0%	30.0%	2.0%	100%	105%	110%	120%	0%	FS	0.0025	0.0025	0.0025	Edt
4	NW	3.0%	0	100	120	0	10.0	18.0	10.0	2.0%	30.0%	2.0%	100%	105%	110%	120%	0%	FS	0.0025	0.0025	0.0025	Edt
5	NC	3.0%	0	100	120	0	10.0	18.0	10.0	2.0%	30.0%	2.0%	100%	105%	110%	120%	0%	FS	0.0025	0.0025	0.0025	Edt
6	NE	3.0%	0	100	120	0	10.0	18.0	10.0	2.0%	30.0%	2.0%	100%	105%	110%	120%	0%	FS	0.0025	0.0025	0.0025	Edt
7	SE	3.0%	0	100	120	0	10.0	18.0	10.0	2.0%	30.0%	2.0%	100%	105%	110%	120%	0%	FS	0.0025	0.0025	0.0025	Edt
8	SW	3.0%	0	100	120	0	10.0	18.0	10.0	2.0%	30.0%	2.0%	100%	105%	110%	120%	0%	FS	0.0025	0.0025	0.0025	Edt
9	CR4	3.0%	0	100	120	0	10.0	18.0	10.0	2.0%	30.0%	2.0%	100%	105%	110%	120%	0%	FS	0.0025	0.0025	0.0025	Edt

Submarket

Mod Num	Submarket Code	BR Type	1 71-129	2 61-69	3 23-59
9	CR4	0	30.00	23.00	20.00
9	CR4	1	30.00	23.00	20.00
9	CR4	2	27.00	21.00	18.00
9	CR4	3	26.00	20.00	17.00
9	CR4	4	27.00	21.00	18.00
9	CR4	5	0.00	0.00	0.00

Bedroom Count:
Studio (0), 1 bed,
etc.

Property Class:
1=A
2=B
3=C

Age adjustments modify expenses by the stated percentage. Properties with an effective age 10 years old or less receive no adjustment to expenses as stated in grid; properties 11-20 years old have a factor of 1.05 applied to expenses. These year thresholds and amounts of adjustment are customizable and shall be provided by vendor.

Income Categories: [02 - HOTEL/MOTEL, 1#] [v]

Model	Submarket	Average Daily Rate			Food/Bev Ratio	Misc Ratio	Vnc A	Vnc B	Vnc C	Expenses			Roa	Age Adjustment					Lease Type	Direct Cap Rate			Action
		1	2	3						Oper	Dep	1		2	3	4	5	A		B	C		
		'71-1-29	61-69	'23-59			'71-1-29	61-69	'23-59					0-10	11-20	21-30	31-99	100-120		'71-1-29	61-69	'23-59	
1	OT	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR
2	WC	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR
3	HC	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR
4	EC	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR
5	FI	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR
6	CA	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR
7	SW	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR
8	SP	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR
9	EW	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR
10	SP	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR
11	CB	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR
12	GW	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR
13	SW	172.00	142.00	152.00	0.0%	0.0%	20.0	20.0	20.0	30.0%	48.0%	5.0%	100%	105%	110%	120%	120%	0%	FG	0.0000	0.1800	0.1100	EdR

Submarket
Rates to be provided are Average Daily Rate

Property Class:
1=A
2=B
3=C

Rates to be provided by vendor for food/beverage and miscellaneous income should be stated as a percentage of ADR

Age adjustments modify expenses by the stated percentage. Properties with an effective age 10 years old or less receive no adjustment to expenses as stated in grid; properties 11-20 years old have a factor of 1.05 applied to expenses. These year thresholds and amounts of adjustment are customizable and shall be provided by vendor.

Income Categories: 07 - GENERAL RETAIL

Model	Submarket	Income			ht	Av	Rf	R800	Vac			Expenses			Dmpt	Rrs	Age Adjustment					Lease Type	Direct Cap Rate			Action
		1	2	3					A	B	C	Fixed	1	2			3	4	5	A	B		C			
1	DR	71-1-29	61-69	23-59	0.00	0.00	100%	71-1-29	61-69	23-59	7.0	7.0	7.0	1%	24%	2%	0-10	11-20	21-30	31-99	100-120	FG	0.8775	0.8825	0.8875	Edr
2	WC	27-50	22-50	21-50	0.00	0.00	100%	7.0	7.0	7.0	7.0	7.0	1%	24%	2%	100%	105%	110%	120%	0%	FG	0.8775	0.8825	0.8875	Edr	
3	WC	27-50	22-50	21-50	0.00	0.00	100%	7.0	7.0	7.0	7.0	7.0	1%	24%	2%	100%	105%	110%	120%	0%	FG	0.8775	0.8825	0.8875	Edr	
4	EC	24-50	20-75	18-75	0.00	0.00	100%	7.0	7.0	7.0	7.0	7.0	1%	24%	2%	100%	105%	110%	120%	0%	FG	0.8775	0.8825	0.8875	Edr	
5	FN	24-50	24-50	24-50	0.00	0.00	100%	7.0	7.0	7.0	7.0	7.0	1%	24%	2%	100%	105%	110%	120%	0%	FG	0.8775	0.8825	0.8875	Edr	
6	CA	30-25	26-25	24-25	0.00	0.00	100%	7.0	7.0	7.0	7.0	7.0	1%	24%	2%	100%	105%	110%	120%	0%	FG	0.8775	0.8825	0.8875	Edr	
7	SW	28-25	26-25	24-25	0.00	0.00	100%	7.0	7.0	7.0	7.0	7.0	1%	24%	2%	100%	105%	110%	120%	0%	FG	0.8775	0.8825	0.8875	Edr	
8	RP	20-75	22-75	20-75	0.00	0.00	100%	7.0	7.0	7.0	7.0	7.0	1%	24%	2%	100%	105%	110%	120%	0%	FG	0.8775	0.8825	0.8875	Edr	
9	EW	24-75	22-75	20-75	0.00	0.00	100%	7.0	7.0	7.0	7.0	7.0	1%	24%	2%	100%	105%	110%	120%	0%	FG	0.8775	0.8825	0.8875	Edr	
10	SF	28-50	26-50	24-50	0.00	0.00	100%	7.0	7.0	7.0	7.0	7.0	1%	24%	2%	100%	105%	110%	120%	0%	FG	0.8775	0.8825	0.8875	Edr	
11	CB	26-75	24-75	22-75	0.00	0.00	100%	7.0	7.0	7.0	7.0	7.0	1%	24%	2%	100%	105%	110%	120%	0%	FG	0.8775	0.8825	0.8875	Edr	
12	GW	28-50	26-50	24-50	0.00	0.00	100%	7.0	7.0	7.0	7.0	7.0	1%	24%	2%	100%	105%	110%	120%	0%	FG	0.8775	0.8825	0.8875	Edr	
13	RW	20-75	22-75	20-75	0.00	0.00	100%	7.0	7.0	7.0	7.0	7.0	1%	24%	2%	100%	105%	110%	120%	0%	FG	0.8775	0.8825	0.8875	Edr	

Submarket

Property Class:
1=A
2=B
3=C

Age adjustments modify expenses by the stated percentage. Properties with an effective age 10 years old or less receive no adjustment to expenses as stated in grid; properties 11-20 years old have a factor of 1.05 applied to expenses. These year thresholds and amounts of adjustment are customizable and shall be provided by vendor.

Income Categories: [3] - new watercourse [5]

Bid #	Submarket	Income / Rent Per Sq Ft.					Grade Factor			Expenses			Age Adjustment					Lease Type	Direct Cap Rate			Action			
		1-35	36-75	76-125	126-175	176+	A	B	C	Vk A	Vk B	Vk C	Fk	Var	Ris	1	2		3	4	5		A	B	C
1	OT	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT
2	WC	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT
3	WC	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT
4	EC	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT
5	RI	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT
6	CA	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT
7	SW	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT
8	RP	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT
9	RF	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT
10	RF	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT
11	CR	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT
12	CR	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT
13	RF	25.00	15.00	13.40	7.75	9.75	1.00	1.00	1.00	17.5	15.0	15.0	2%	25%	2%	100%	105%	110%	120%	9%	FG	0.0800	0.0800	0.0800	EDT

Submarket

Rates are bracketed by unit size

Property Class Adjusts rent rate by factor provided by vendor

Climate Control premium & upper floor factor Adjusts rent rate by factor provided by vendor

Age adjustments modify expenses by the stated percentage. Properties with an effective age 10 years old or less receive no adjustment to expenses as stated in grid; properties 11-20 years old have a factor of 1.05 applied to expenses. These year thresholds and amounts of adjustment are customizable and shall be provided by vendor.

Income Categories: [34 - GENERAL OFFICE - GROSS LEASE] [v]

Model Num	Submarket	Income			Bit	AV	Conc	Ratb	EFF	Expenses			Age Adjustment					Direct Cap Rate			Action		
		1	2	3						1	2	3	4	5	1	2	3	A	B	C			
71-1-29	61-69	27-59	71-1-29	61-69	27-59	71-1-29	61-69	27-59	71-1-29	61-69	27-59	71-1-29	61-69	27-59	71-1-29	61-69	27-59	71-1-29	61-69	27-59			
1	DF	28.00	23.00	19.00	0.00	0.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit
2	WV	28.00	23.00	19.00	0.00	0.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit
3	NC	28.00	23.00	19.00	0.00	0.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit
4	EC	22.00	20.00	18.00	0.00	0.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit
5	IN	25.00	23.00	20.00	0.00	0.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit
6	CA	26.00	21.00	20.00	0.00	0.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit
7	SW	24.00	21.00	17.00	0.00	1.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit
8	RP	26.00	22.00	17.00	0.00	0.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit
9	EW	22.00	18.00	17.00	0.00	0.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit
10	SF	26.00	20.00	18.50	0.00	0.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit
11	CB	24.00	20.00	16.00	0.00	0.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit
12	GW	26.00	20.00	19.50	0.00	0.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit
13	RW	27.00	20.00	19.50	0.00	0.80	0.95%	7.0	8.0	10.0	1%	30%	2%	100%	105%	115%	120%	0%	FG	0.8800	0.8825	0.8850	Edit

Submarket

Property Class:
1=A
2=B
3=C

Vacancy
by class

Age adjustments modify expenses by the stated percentage. Properties with an effective age 10 years old or less receive no adjustment to expenses as stated in grid; properties 11-20 years old have a factor of 1.05 applied to expenses. **These year thresholds and amounts of adjustment are customizable and shall be provided by vendor.**

Income Categories: 20 - GENERAL WAREHOUSE

Model	Submarket	Income			Expenses					Age Adjustment					Direct Cap Rate			Actuals					
		1 71-1-29	2 61-69	3 23-59	Int	AR	Eff	Vac A	Vac B	Vac C	Fixed	Dept	Res	1 0-10	2 11-20	3 21-30	4 31-99		5 100-120	Lease Type	A	B	C
1	DT	10.00	6.00	6.00	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr
2	WC	10.00	6.00	6.00	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr
3	HC	10.00	6.00	6.00	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr
4	EC	10.00	6.00	6.00	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr
5	FN	10.25	6.00	6.00	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr
6	CA	13.50	11.75	9.50	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr
7	SW	12.00	10.00	8.00	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr
8	RP	11.00	8.75	6.50	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr
9	EW	10.00	6.00	6.00	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr
10	SF	10.00	6.00	6.00	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr
11	CB	10.00	6.00	6.00	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr
12	GW	10.50	8.50	6.50	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr
13	HW	10.50	8.50	6.50	7.15	2.25	100%	7.0	7.0	7.0	2%	30%	2%	100%	105%	110%	120%	0%	FG	0.0800	0.0825	0.0850	Edr

Submarket

Property Class
1=A
2=B
3=C

Rent adjustment
in \$PSF for
interior finish &
air conditioning

Age adjustments modify expenses by the stated percentage. Properties with an effective age 10 years old or less receive no adjustment to expenses as stated in grid; properties 11-20 years old have a factor of 1.05 applied to expenses. These year thresholds and amounts of adjustment are customizable and shall be provided by vendor.

ATTACHMENT L
SAMPLE DOCUMENTS

Sales Document

Situs: _____	Sale #: _____
Grantor: _____	Sale Date: _____
Grantee: _____	Sale Price: _____
	Deed Bk/Pg: _____
	Cash Equiv. Sale Price: _____
Land Improvement Description: _____	
Land Area: _____	
GBA: _____	GBA Price Per Sq. Ft: _____
NLA: _____	NLA Price Per Sq. Ft: _____
# Of Units: _____	Price Per Unit: _____
Year Built: _____	OAR Category 1: _____
Zoning: _____	OAR Category 2: _____
Comments Regarding Terms and Conditions of Sale: _____	

Income and Expense Analysis

		Cat. #1 Actual	Cat #2 Market
Gross Potential Rental Income:			
Less Vac. And Collection:			
Add Misc. Income:			
Effective Gross Income:			
NOI			
Expenses:	Fixed		
	Variable		
Reserve for Replacement Included in Expenses?			<input type="checkbox"/> Yes <input type="checkbox"/> No

Income and Expense Document

Property Data for Address or Building Known as:							
Lease Data <i>(Indicate terms of lease agreement)</i>							
Tenants	Length of Lease	Lease Begins	Renewal Options	Overage Terms	Guaranteed Rental	Renewal Rate	Net Leasable SqFt
For Appraiser Use Only							
Contract Rents/SqFt:				Est. Market Rent:			

ATTACHMENT M

EXAMPLE COST PROPOSAL

Property Type	Phase 1 Initial Market Studies	Phase 2 Updates and Revisions	Phase 3 Updates and Revisions	Total
Projected Completion Dates	September 2024	November 2024	December 2024	
Office	\$	\$	\$	\$
Retail	\$	\$	\$	\$
Apartments	\$	\$	\$	\$
Mini-Storage	\$	\$	\$	\$
Hotel/Motel	\$	\$	\$	\$
Mobile Home Parks	\$	\$	\$	\$
Restaurant	\$	\$	\$	\$
Garage	\$	\$	\$	\$
Light Industrial/Warehouse	\$	\$	\$	\$
Life Science	\$	\$	\$	\$
Totals	\$	\$	\$	\$

Bid is inclusive of Preliminary Study Criteria and Project Approach meeting and all meetings with Durham County staff throughout the project.

ADDITIONAL SERVICES

Additional Consulting \$ per hour
Court Testimony \$ per hour

OTHER INFORMATION: *(Optional)*