



**REQUEST FOR PROPOSALS**  
**FOR**  
**COMMERCIAL REAL ESTATE APPRAISER**  
**RFP 2022-023**

**ROWAN COUNTY**

130 West Innes Street  
Salisbury, NC 28144

704-216-8174

[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)

Date Issued: Thursday, December 16, 2021

Date Due: Thursday, January 6, 2022 at 3:00 PM ET

Administered By: Anna Bumgarner, Purchasing Director

**REQUEST FOR PROPOSALS  
ROWAN COUNTY  
COMMERCIAL REAL ESTATE APPRAISER**

Rowan County plans to contract with a commercial real estate appraiser on an as needed basis for a term up to five (5) years for commercial buildings and land. It is estimated that services will be used 5 times per year. All responses submitted must meet or exceed the time frame and the product/service specifications as outlined in this Request for Proposals.

**Responses for this RFP will be accepted until Thursday, January 6, 2021 at 3:00 pm ET** at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Proposal documents may be obtained by contacting the Rowan County Purchasing Director at:

Rowan County Purchasing Department  
Attn: Anna Bumgarner, Purchasing Director  
130 West Innes Street, Suite 31  
Salisbury, NC 28144  
704-216-8174  
[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)

Submission of any Proposal signifies the Contractor's agreement that their proposal and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

Rowan County will require that the Contractor be insured based on the insurance requirements listed in the RFP. This is not a requirement to submit an RFP but will be required before entering into a contract.

Rowan County reserves the right to award and/or reject any and/or all proposals and waive any technicalities or irregularities. For complete details, consult the Request for Proposals package.

This is the 16<sup>th</sup> day of December, 2021.

Rowan County

By: Anna Bumgarner  
Rowan County Purchasing Director

### **Intent of Request for Proposals**

The purpose and intent of this Request for Proposals (RFP) is to contract for commercial real estate appraiser on an as needed basis for a term up to five (5) years. The following documents make up this Request for Proposals:

- a. This Document
- b. Proposal Response Form
- c. Attachment A

### **Important Dates**

|                                    |   |
|------------------------------------|---|
| Issue Date:                        | Thursday, December 16, 2021             |
| Deadline for written questions:    | Monday, December 27, 2021 at 5:00 PM ET |
| Deadline for Submitting Proposals: | Thursday, January 6, 2022 at 3:00 PM ET |

### **Submission of Proposals**

Proposals must be presented on the **Proposals Response Form** attached to the RFP can be emailed, mailed or delivered to:

Anna Bumgarner, Purchasing Director  
Rowan County Finance Department  
130 West Innes Street, Suite 31  
Salisbury, NC 28144  
anna.bumgarner@rowan.countync.gov

The package or subject line shall be plainly marked "**RFP 2022-023 Commercial Real Estate Appraiser**".

Contractors must submit one original of their proposal.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

Proposals are due on **Thursday, January 6, 2021 at 3:00 pm EST** by mail to J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Suite 31, Salisbury, North Carolina, 28144 or by email to [anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov). Failure to submit a proposal by this deadline will disqualify the respondent from consideration in this project.

### **Request for Clarification**

All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Monday, December 27, 2021. These written questions or requests must be submitted to AnnaBumgarner, Purchasing Director, either by mail, fax or e-mail. No respondent shall have contact with any other County Staff or Board of Commission Members once the RFP is made public. All questions the County receives will be answered in an addendum to this RFP and posted on the County website by end of day on Thursday, December 30, 2021. <https://www.rowancountync.gov/677/Current-Bids-or-Request-for-Proposals-RF>

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the County, other than those given in writing by the County, through the issuance of addenda. It is the full responsibility of the Contractor to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

**Signed Proposals Considered an Offer**

Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this RFP will become part of the contract if the proposal shall be deemed approved and accepted by the County. In the event of a default on the part of the Contractor after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

**Timeline to Execute Contract**

As time is of the essence, the Contractor is required to begin and/or commence the work to be performed under this contract within the time specified by the Director once contract is awarded.

**Availability of Funds**

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFP.

**Non-Discrimination**

The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

**Insurance Coverage**

The Contractor shall not commence work under this contract until all insurance required under this section has been obtained. The Contractor shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Contractor agrees that during the term of this contract, the Contractor, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. County shall be notified by insurer thirty (30) days prior to the event of cancellation of or major change in the insurance. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured
- Workers' Compensation, if required by North Carolina law, in the amount of \$500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage

**Collusive Bidding**

The Contractor's signature on the Proposal Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Contractor(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

**General Indemnity**

The Contractor shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against

any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Contractor (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Contractor. As an integral part of this contract, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

### **Assignment**

The successful Contractor shall be the prime Contractor and shall be solely responsible for all contractual performance. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

### **Conflict of Interest**

All Contractors must disclose in writing with their proposal the name of any owner, officer, director or agent who is also an employee of the County. All Contractors must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a bid, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

Any conflicts identified with any individual cases contractor will notify County DSS Director immediately.

### **Errors and Omissions**

The Contractor shall not take advantage of any errors or omissions in this RFB, and shall promptly notify the County of any omissions or errors found in this document.

### **Requirements**

Contractor shall be:

1. Certified general appraiser (commercial) license in the State of North Carolina (NC)
2. Ability to appraise both commercial buildings and land.
3. Ability to provide Summary Report in a Narrative Format
4. Ability to provide in most appropriate approach method depending on the need of the County
  - Cost Approach
  - Market Approach
  - Income Capitalization Approach

Contractor shall provide a narrative of no more than 15 pages front and back

1. Qualifications of the Contractor, financial responsibility, and resume
2. Experience with similar work, including past performance and service capabilities

### **References**

At least three recent business references are required. The Contractor shall provide the date, product(s) and services provided each business reference. The Contractor shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that

will assist the County personnel in contacting the Contractor's references. The County may request additional evidence of the Contractor's experience, qualifications, ability, products, service facilities and financial standing for which the Contractor shall be prepared to provide to the County, if required.

**Evaluation Criteria**

Price will be a major consideration in the County's evaluation criteria, but it will not be the only determining factor in our evaluation. The proposals will be evaluated on a "best overall value" basis including, but not limited to, pricing, experience, references, quality, performance and the Contractor's ability to adhere to all conditions and requirements of the specifications outlined in this RFP. The Contractor's ability to provide a team of skilled, trained employees, maintenance costs, warranty provisions, and the Contractor's experience with similar projects will also be considered in the County's evaluation of the bids submitted.

**Award**

The County reserves the right to accept, award and/or reject any and/or all proposals, in whole or in part, and waive any technicalities or irregularities. This contract will not be awarded solely on the basis of cost. The County, at its sole discretion, following an objective evaluation, will award this contract to the lowest responsible, responsive Contractor that submits the best overall proposal based on their ability to meet and exceed these minimum specifications. See Award Matrix.

**Termination**

If the County shall determine that it is in the County's best interest, the County shall notify the Contractor to terminate the work within ten (10) days. In such event, the Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Contractor for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

**Standard Contract**

County's Standard Contract is provided as Attachment A.

**Award Matrix**

| Weighted Points | Selection Criteria – Legal Services for Appellate Cases  |
|-----------------|--|
| 25              | <p><b>Qualifications</b><br/>Qualifications of the Contractor, financial responsibility, and resume</p>                                |
| 25              | <p><b>Experience</b><br/>Experience with similar work, including past performance, and service capabilities</p>                        |
| 15              | <p><b>References</b><br/><i>Timeliness, thoroughness, general reputation and quality of service</i><br/><u>Additional comments</u></p> |
| 35              | <p><b>Contract Cost</b></p>  |

**100 Total**

| The following Scoring Formula will determine Scoring Value Maximum Points (enter 1-10 in the yellow cells)  |      |
|---|------|
| Excellent   | 9-10 |
| Good  | 7-8  |
| Fair  | 5-6  |
| Poor  | 0-4  |
| <p>Sheet will multiply scoring based on a formula of possible scoring value maximum point allotment. <i>Example:</i> If a contractor is scored as 6.0 (Fair) on <b>Respondent Qualifications</b> then this is multiplied by the maximum scoring points (25) and divided by 10, e.g. <math>(6.0 \times 25)/10</math> (maximum scoring points), which would then equal 15 points.</p> |      |

**Proposal Response Form**

**Pricing**

Submission of any bid signifies the Contractor's agreement that its bid and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Contractor. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

**Building Price per Square Foot:** \_\_\_\_\_

**Land Price per Acre:** \_\_\_\_\_

**References:**

|                   |  |  |  |
|-------------------|--|--|--|
| Company Name:     |  |  |  |
| Address:          |  |  |  |
| Contact Person:   |  |  |  |
| Phone Number:     |  |  |  |
| Email:            |  |  |  |
| Additional Notes: |  |  |  |

**Resume:** Please Attach to the Proposal Response Form

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT A**

**ROWAN COUNTY**

**AGREEMENT FOR SERVICES**

**NORTH CAROLINA**

This Agreement is made and entered into between Rowan County, North Carolina (“County”) and \_\_\_\_\_ (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as described in Section A of the attached Exhibit A (the “Contract Specifications”), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County’s expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County’s expectations, and to the County’s full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County’s satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County’s remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider’s obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County’s ability to require the Provider to satisfy those obligations in the future or the County’s ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider’s agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any

purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any

lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

14. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

18. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

THE PROVIDER

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name: Aaron Church

Name: \_\_\_\_\_

Title: County Manager

Title: \_\_\_\_\_

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider.
- B. Term of the Agreement.
- C. Payment to the Provider.
- D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.
- E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:
- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.
  - Workers' Compensation in the amount of \$500,000 employer's liability
  - Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000

uninsured/underinsured motorist coverage with County listed as additional insured.

E. Contact Information.

THE COUNTY

THE PROVIDER

AARON CHURCH,  
COUNTY MANAGER  
130 West Innes Street  
Salisbury, NC 28144  
Telephone: 704-216-8180

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

THE PROVIDER

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name: Aaron Church

Name: \_\_\_\_\_

Title: County Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of County Finance Officer)