

Patricia A. Peshka
Purchasing Agent



Scott Avedisian
Mayor

City of Warwick
Purchasing Division
3275 Post Road
Warwick, Rhode Island 02886
Tel (401) 738-2013
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Tuesday, March 6, 2018.
The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
PROPOSALS REQUESTED FOR**

**RFP2018-269 Statistical Reappraisal of All Real Property Located within the Corporate
Limits of the City of Warwick Effective December 31, 2018**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, March 6, 2018.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Monday, March 19, 2017. The proposals will be opened publicly commencing at 11:00 AM on the same day in the Council Chambers, 2nd Fl., Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive proposal price. Please note that no proposals can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the proposal opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL

Acknowledgement of Addendum (if applicable)

| Addendum Number | Signature of Bidder |
|------------------------|----------------------------|
| _____ | _____ |
| _____ | _____ |

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future proposals will be emailed, unless otherwise noted.

=====

II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above proposal and hereby enters into a contract with the above party to pay the proposal price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

RFP2018-269

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

**RFP2018-269 Statistical Reappraisal of All Real Property Located within the
Corporate Limits of the City of Warwick Effective December 31, 2018**

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Proposals received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified. No proposals shall be accepted via facsimile or email.

The opening of proposals shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any proposals on that item has been opened, no other proposals on that item will be accepted and any such proposal shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a proposal thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the proposal or has participated in contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for proposals, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All proposals should be submitted with one (1) original and two (2) copies in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "RFP2018-269 Statistical Reappraisal of All Real Property Located within the Corporate Limits of the City of Warwick Effective December 31, 2018."

Should you have any questions, please contact Allan Booth, Tax Assessor's office, at 401-921-9512.

All proposals should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the proposal will deviate from specifications.

The IRS Form W-9 available on www.warwickri.gov should be completed and submitted with the proposal if the bidder falls under IRS requirements to file this form.

Bid surety in the form of a bank check, original bid bond or certified check in the amount of ten percent (10%) of the total bid price must be submitted with each proposal. If a bid bond is submitted, it shall be duly executed by the bidder as principal and having as surety thereon a surety company licensed to do business in the State of Rhode Island and approved by the owner.

The successful bidder must provide the City of Warwick with an original certificate of insurance (faxes are not acceptable) for General Liability, Automobile Liability, Appraisers Professional Liability Errors & Omissions & Workers' Compensation, in minimum amounts as specified in specifications. The **Certificate of Insurance** must also name the *City of Warwick as the additional insured* and so stated on the certificate with the bid name and bid number. (Professional Liability does not require the City of Warwick named as the additional insured). It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.

The successful bidder must furnish a **performance bond** in the amount of 100 percent of the total proposal price.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a Certificate of Good Standing from **The Rhode Island Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid approval was made. **Please note that no other State's Certificate of Good Standing will be accepted.**

The successful bidder will provide said **Certificate of Insurance, Performance Bond and State of Rhode Island's Certificate of Good Standing** (if required) within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm from date of award through the completion of the roll being certified. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The Purchasing Agent reserves the right to reject any and all proposals, to waive any minor deviations or informalities in the proposals received, and to accept the proposal deemed most favorable to the interest of the City.

The successful bidder must comply with all Rhode Island Laws applicable the public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents proposal or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the proposal specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to proposal specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

**CITY OF WARWICK
TAX ASSESSOR**

**REQUEST FOR PROPOSALS
2018 REVALUATION PROGRAM
THE CITY OF WARWICK**

Warwick, Rhode Island

Proposal Due Date: Monday, March 19, 2018

**REQUEST FOR PROPOSALS
FOR THE 2018 REVALUATION
FOR CITY OF WARWICK, RHODE ISLAND**

The City of Warwick, Rhode Island is undertaking a Statistical Revaluation of all Real Property, effective December 31, 2018.

All information pertaining to the Contractor's technical and management approach to completing this project, as well as the proposed cost, timetable and staffing plan, shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the Request for Proposals as well as any addendums in order to be considered responsive. Any proposal that does not respond to each issue in the Request for Proposals may be rejected by the City as non-responsive.

The City may elect to award a contract to one firm for the full scope of the comprehensive revaluation of all property or may choose to split the award into two contracts, one for residential appraisal services and one for commercial/industrial appraisal services. Respondents may propose to submit a proposal for any of the above service options.

The Assessor reserves the right to amend this proposal for the Statistical Revaluation for assessments at any time prior to the deadline for submission of proposals.

The Assessor reserves the right to amend this proposal for the Revaluation Program for equitable assessments at any time prior to the deadline for submission of proposals and to reject any or all proposals received if they determine it to be in the best interests of the City. The City is licensed to utilize the *Appraisal Vision*® CAMA Software of Vision Government Solutions, Inc. of Northboro, Massachusetts. The City is not looking to change the existing CAMA software at this time. All data entry will be the responsibility of the Contractor.

In addition to addressing each of the items in the specifications, the Contractor must submit, as part of its proposal, the following information:

1. A Letter of Transmittal signed by the individual authorized to negotiate in good faith for the CONTRACTOR stating that the offer is effective for at least ninety (90) calendar days from the deadline for the submission of proposals.
2. A list of Rhode Island Municipalities for which the Contractor has completed Revaluation Programs for last five (5) years, and contacts.
3. A list of Municipalities for which the Contractor has performed revaluation projects utilizing the Vision CAMA software.
4. A list of Rhode Island Revaluation Contracts for which the Contractor is currently committed with time table for completion.
5. Description and examples of the Contractor's revaluation public relations program.

6. A bid bond or certified check in the amount of 10% of this bid must be submitted by the bidder with his bid as a guarantee that, in case the contract is awarded to him, he will, within ten (10) calendar days after appropriation of funds and notice of award, execute such contract and furnish a satisfactory Performance Bond for approval by the City of Warwick.

The City of Warwick reserves the right to reject any and all bids. Bids which are irregular in form, incomplete, conditioned, or qualified may be disregarded and rejected as improper except that the City may waive any defects or irregularities. All bids are subject to appropriation by the City of Warwick.

Proposals will be evaluated using comparative criteria set forth as follows:

EVALUATION CRITERIA

1. Lowest responsible bid price
2. Nature and size of Company's organization
3. Experience and Quality of revaluation projects completed
4. Financial capacity/strength of Company
5. Qualifications of designated project manager and staff assigned to project
6. Compliance to overall specifications
7. Number and significance of exceptions to RFP
8. Quality of presentation
9. Project performance schedule
10. Experience with Vision CAMA system

Method for determination of best price:

The best price shall be the lowest responsible price from a bidder who meets the minimum criteria of the specification and provides the highest level of performance in Questions 1 through 10 under Evaluation Criteria.

Project Timetable:

Any proposal which cannot meet the project schedule will be rejected.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL

PROPOSAL FORM FOR 2018 REVALUATION

THE COMPLETE STATISTICAL REAPPRAISAL OF ALL REAL PROPERTY LOCATED WITHIN
THE CORPORATE LIMITS OF THE CITY OF WARWICK, RHODE ISLAND,
EFFECTIVE DECEMBER 31, 2018.

The undersigned Proposer affirms and declares:

1. That this PROPOSAL is executed by said Proposer with full knowledge and acceptance of the CONTRACT (including the Reappraisal and Revaluation Specifications) enclosed with the REQUEST FOR PROPOSALS on the subject project.
2. That should this PROPOSAL be accepted in writing by the Chief Executive Officer of the City of Warwick, Rhode Island, said Proposer will furnish the services for which this PROPOSAL is submitted at the price bid and in compliance with the provisions of said CONTRACT.
3. That this PROPOSAL is accompanied by surety in the form and amount indicated below:

_____ 10% Bid Bond Amount \$ _____

_____ Certified/Cashier's Check Amount \$ _____

4. That the Proposer or his or her representative has visited the City of Warwick; is familiar with its geography, general character of houses and its commercial and industrial areas; has examined the quality and condition of the ASSESSOR'S records; verified the parcel counts, and has met with the ASSESSOR to make himself or herself knowledgeable of those matters and conditions in the City which would influence this bid proposal.
5. That all items, documents and information required to accompany this PROPOSAL of the aforesaid CONTRACT are enclosed herewith.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL

6. That the Proposer proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid CONTRACT for the following amount:

- a. Statistical Revaluation (Residential, Comm./Ind. \$ _____
- b. Statistical Residential only \$ _____
- c. Statistical Commercial/Industrial only \$ _____
- d. Expert witness (per diem after 10 days) \$ _____
- e. (Optional) Digital Images \$ _____

7. Proposals are valid for ninety (90) calendar days.

8. That the Proposer understands and accepts that, although the proposed price is a major factor for consideration, the City reserves the right to award the contract to other than the low cost Proposer after an analysis of the additional factors outlined in the aforesaid CONTRACT.

FIRM NAME OF _____

PROPOSER: _____

BY:
SIGNATURE: _____

TYPE NAME: _____

TITLE: _____

CONTRACT SPECIFICATIONS FOR REVALUATION SERVICES

1. DEFINITIONS

1.1. ASSESSOR: The word "Assessor" shall mean the duly appointed Assessor of the City of Warwick, Rhode Island.

1.2. PROJECT: The word "PROJECT" shall mean the statistical revaluation of all taxable real property within the corporate limits of City of Warwick, Rhode Island for assessment purposes.

1.3. CONTRACTOR: The word "CONTRACTOR" shall mean the certified revaluation company who shall perform this project.

1.4. CITY: The word "CITY" shall hereinafter mean The City of Warwick, Rhode Island.

2. SCOPE OF REVALUATION AND REVALUATION

This Project includes the statistical revaluation of all taxable real property within the corporate limits of City of Warwick, Rhode Island effective as of December 31, 2018.

CONTRACTOR shall furnish all the databases, labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter-listed specifications.

All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Rhode Island General Laws, and Regulations of Rhode Island State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR of the City of Warwick.

The values to be determined shall be the full and fair cash value of each parcel of real property as that term is used in §44-5-12 of the Rhode Island General Laws and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Rhode Island General Laws for the licensing and certification of all individuals involved in the appraisal of real estate.

The Project will cover and include all real property in the City of Warwick including the following categories: All taxable real estate, land, buildings, and improvements.

2.1. EFFECTIVE DATE: The effective date of this project shall be for the December 31, 2018 Tax Roll and the pricing and valuation by CONTRACTOR of all land, buildings and property under this CONTRACT shall reflect the present true and actual value as of December 31, 2018.

2.2. PARCEL COUNT

CONTRACTOR's price for the revaluation is based upon the following anticipated parcel counts (estimated by City as of December 31, 2017).

See attached Classification of Tax Roll as of December 31, 2017

2.3. CITY DATA

| | |
|--|------------------|
| Current Basis of Assessment | 100% |
| Taxable Tax Roll as of December 31, 2016 | \$ 9,647,107,318 |
| Date of Last Revaluation | 12/31/2015 |
| Estimated 2016 Population | 81,579 |
| Area of the CITY | 35.50 sq. miles |

3. GENERAL CONDITIONS

3.1. STATE CERTIFICATION

The CONTRACTOR must hold, from the time of submission of the proposal through the completion of all work hereinafter required, a valid Rhode Island Revaluation Company Certification pursuant to §44-5-11.1 of the Rhode Island General Laws.

3.2. PERSONNEL

CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of Federal and State governments. CONTRACTOR shall submit to the CITY, written qualifications of all personnel assigned to this project.

All personnel assigned to this project shall be subject to the approval of the ASSESSOR, prior to the commencement of the individual's duties in the City and shall be caused to be removed from the project by CONTRACTOR upon written notification of the ASSESSOR.

3.2.1. Minimal Qualifications

3.2.1.a. Project Manager or Supervisor:

The administration of this project shall be assigned by CONTRACTOR to a project manager or supervisor, who shall be certified by the State of Rhode Island as a Revaluation Supervisor pursuant to §44-5-11.1 of the Rhode Island General Laws, and such other statutes and regulations that the State of Rhode Island may

promulgate from time to time, and shall have not less than five (5) years of practical appraisal management experience in the appraisal of commercial, industrial, apartment, and residential type properties. The project manager or supervisor shall be subject to approval by the ASSESSOR.

3.2.1.b. Reviewers and Appraisers

Reviewers and appraisers shall be certified under the Rhode Island Revaluation Certification Program pursuant to §44-5-11.1 of the Rhode Island General Laws, and such other statutes and regulations that the State of Rhode Island may promulgate from time to time, and shall not have less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years. All reviewers and appraisers shall be subject to the approval of the ASSESSOR prior to the commencement of their duties on this project.

3.2.1.c. Background Check

All personnel will be subject to background checks by the City of Warwick Police Department.

3.2.2. Identification

All field personnel shall have visible clip-on identification cards, which shall include an up-to-date photograph, supplied by CONTRACTOR and signed by the CITY'S Assessor. In addition, all field personnel shall carry a "Letter of Introduction" signed by the ASSESSOR. All automobiles used by field personnel shall be registered with the CITY's Police Department giving license number, make, model, year and color of all vehicles used on this Project.

3.2.3. Office Hours and Staffing

CONTRACTOR shall maintain an office in the Warwick City Hall, as needed, from the commencement of work on this project through the conclusion of the public hearings. This office shall be staffed at Contractor's expense with clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the Contract Specifications and any Addenda thereto.

3.3. PROTECTION OF THE CITY

3.3.1. Bonding

CONTRACTOR shall, to secure the faithful performance by CONTRACTOR of the terms of this CONTRACT, furnish to the City a Performance Surety Bond in the amount of this contract; which bond shall be issued by a bonding company licensed to do such business in the State of Rhode Island, with a minimum Best Company rating of "A/VII". Said bond shall be delivered to the City prior to the commencement of actual work and shall be in a form satisfactory to and approved by the City's attorney. It is understood and agreed that upon completion and delivery to the City of the revaluation and its approval by the ASSESSOR and after

completion of the duties of the Board of Assessment Appeals, the performance bond shall be reduced to 10% of the value of the contract for the purpose of covering the defense of all appeals taken by taxpayers. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the list of December 31, 2018.

3.3.2. Insurance

CONTRACTOR shall, at its own expense, provide and keep in force:

3.3.2.a. Workers' Compensation insurance in the required amount, and Employers' Liability insurance in the following amounts:

| | |
|---------------------------|------------------------------|
| Bodily injury by accident | \$100,000 each accident, |
| Bodily injury by disease | \$500,000 each accident and, |
| Bodily injury by disease | \$100,000 each employee |

The policy must provide coverage for benefits payable under the Rhode Island Workers Compensation Act, and include the Voluntary Compensation endorsement.

3.3.2.b. Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$2,000,000 aggregate.

Any deductible applicable to a claim must be noted on the Certificate of Insurance. If the policy is written on a claim made policy form, CONTRACTOR must maintain the insurance for a period of two (2) years from the completion of the contract.

3.3.2.c. During the term of the contract, CONTRACTOR shall provide General Liability insurance for bodily injury and property damage. The Public Liability insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, independent contractors, broad form property damage, blanket contractual and personal injury. The required limits of liability are:

- \$2,000,000 - General Aggregate
- \$2,000,000 - Product-Completed Operations Aggregate
- \$1,000,000 - Personal and Adv. Injury
- \$1,000,000 - Each Occurrence
- \$50,000 - Fire Damage/Fire
- \$5,000 - Medical Expense/Person

3.3.2.d. Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.

3.3.2.e. Insurance Certification: An Insurance certificate shall be required to be filed with the CITY, certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation.

“The City to be named as Additional Insured on the Insurance coverage named herein for the claims arising out of the COMPANY’S performance of the contract herein”.

3.3.2.f. Patent/Copyright Liability: CONTRACTOR shall save the City harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this contract.

The City must be named as an Additional Insured on the policy.

3.3.2.g. Defense of CITY: All insurance companies shall have the duty to defend the City against liability or property damage claims arising from the conduct of CONTRACTOR and/or agents or employees.

3.3.3. Penalties

Failure by CONTRACTOR to complete all work prior to the date specified herein, April 15, 2019, shall be cause for a penalty payment by CONTRACTOR, on request of the ASSESSOR, in the amount of TWO HUNDRED DOLLARS (\$200.00) per day beyond the specified date of completion. For the purposes of this penalty only, completion of all work no later than April 15, 2019 is defined as follows:

3.3.3.a. Completed property record cards with all pricing, review and final valuations.

3.3.3.a.i. Final Assessment notices addressed and in envelopes prepared for mailing.

3.3.3.b. Penalties due under this clause shall be deducted from the contract price and will represent a fair and equitable estimate of the damages the City will suffer if CONTRACTOR’S work is not completed by April 15, 2019. The City shall have the right to use the funds withheld from each periodic payment to these CONTRACT SPECIFICATIONS to satisfy in whole or in part, this penalty clause. Delays occasioned by strike, explosion or acts of God or an order of court or other public authority are excepted.

3.3.3.c. Bankruptcy, Receivership, Insolvency: If CONTRACTOR, with the result that it does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) calendar days, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the City shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.

3.3.3.d. Termination: If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for thirty (30) calendar days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the ASSESSOR, be delivered to them. CONTRACTOR shall be entitled to the release of the performance bond and to receive just and equitable compensation for any work performed under this agreement completed prior to the date of termination.

Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.

3.3.3.e. Hold Harmless Agreement: CONTRACTOR shall, at all times, defend, indemnify, protect and save harmless, the City and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of CONTRACTOR. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.

3.3.3.f. Severability: In the event any part of any clause or provision of this contract or contract specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this contract.

3.3.3.g. Waiver: No action or failure to act by the City shall constitute a waiver of any right or duty afforded it under the contract or contract specifications.

3.3.3.h. Misrepresentation or Default: The City may void this agreement if CONTRACTOR has misrepresented any offering or defaults on any contract with a Rhode Island municipality. CONTRACTOR shall, also, immediately notify the City of any claim or case formally brought against CONTRACTOR.

3.4. CHANGES AND SUBLETTING OF CONTRACT

3.4.1. Changes

Changes in these specifications or to the contract will be permitted only upon written mutual agreement of CONTRACTOR and the CITY.

3.4.2. Subletting

CONTRACTOR shall not assign, transfer or sublet the contract or any interest or part therein, without first receiving written approval from the CITY. It should be mutually agreed and understood that said consent by the City shall in no way release CONTRACTOR from any responsibility or liability as covered in these specifications and contract.

3.5. COMPLETION DATE AND TIME SCHEDULE

Signing of Contract: Within thirty (30) calendar days after receipt of notice of acceptance by the City of its bid, as possibly revised by negotiations, CONTRACTOR shall execute with the City a contract in the form agreeable to the City and incorporating these contract specifications.

Contractor shall commence the revaluation work not later than two (2) weeks after contract signing, and shall continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth below:

3.5.1. Completion Dates

The following phases of the PROJECT must be completed in accordance with the following schedule. Failure to substantially complete the stated performance by the stated dates shall constitute a material breach of this Contract:

- 3.5.1.a.** Sales Data Collection completed by December 31, 2018.
- 3.5.1.b.** Complete and deliver to the Assessor residential data verification by November 15, 2018 (except for current building permits).
- 3.5.1.c.** Complete and deliver to the Assessor commercial, industrial, public utility, valuation by November 15, 2018 (except for current building permits).
- 3.5.1.d.** Complete and deliver to the Assessor land study and values set by November 15, 2018.
- 3.5.1.e.** Complete and deliver building cost manual by December 31, 2018.
- 3.5.1.f.** Complete and deliver to the Assessor study of market rents, expenses and capitalization factors by December 31, 2018.

3.5.1.g. Deliver completed CAMA database with digital images, property record cards with all measurements, listings, sketches, pricing, and suggested values to the ASSESSOR according to the following schedule:

3.5.1.g.i. ASSESSOR completes review and final adjustments made for real property no later than February 15, 2019.

3.5.1.g.ii. Assessment change notices mailed to comply with requirements of Rhode Island General Laws by March 1, 2019. CONTRACTOR to pay postage.

3.5.1.g.iii. Informal hearings to begin no later than March 7, 2019 and end no later than March 31, 2019.

3.5.1.g.iv. Notices of results of informal hearings shall be completed on forms approved by the Assessor and mailed out (CONTRACTOR to pay postage), computer filed and final property record cards printed and delivered to the ASSESSOR in alphabetical street order no later than April 15, 2019.

3.5.1.g.v. Final values to be delivered no later than May 1, 2019.

3.5.2. Assessment Date

The completed appraisals, upon approval of the ASSESSOR, will serve as the basis for assessments effective on the Tax Roll of December 31, 2018.

3.5.3. Delays

CONTRACTOR shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public authority.

3.6. PAYMENT SCHEDULE

3.6.1. Periodic Payments

Payments shall be made in the following manner:

Thirty (30) calendar days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which CONTRACTOR has performed during the said thirty (30) calendar day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule as shown below.

The City, upon determination by the ASSESSOR that the certification of CONTRACTOR concerning work during said period is accurate, will pay to CONTRACTOR a percentage of the total compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by the City for payment to CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten percent (10%) of the contract price is to be paid upon the completion of work of the Board of Assessment Appeals on the December 31, 2018 Tax Roll in accordance with provisions of Section 3.3.3b of this contract.

This contract makes provisions for a reduction of the performance bond to 10% of the contract price so as to ensure the defense of any appeals resulting from the revaluation work.

3.7. APPRAISAL OF REAL ESTATE BUILDINGS AND STRUCTURES

3.7.1. Physical Details

CONTRACTOR shall review all listing of physical construction details of all structures and all structural improvements appurtenant to real property in the CITY, on proper forms as previously covered in these specifications.

3.7.2. Digital Images (optional)

CONTRACTOR shall provide a cost for digital image for all improved real property parcels taken from a public way, reviewed for quality and attach the image into the proposed CAMA database.

- 3.7.2.a.** CONTRACTOR will make an initial visit to each residential property sold in 2018 and each commercial property sold in 2017 and 2018, measure the improvements and attempt to conduct an interior inspection. If that visit is unsuccessful in obtaining an interior inspection, a mailer may be sent to the owner(s) requesting an interior inspection. Owners will have the opportunity to make an appointment via phone and on-line for the inspections. Inspections appointments will be available to the property owners Monday through Friday, including after 4 PM and also on Saturdays. If the owner(s) does not answer the mailer, the inspection request will be considered refused and the interior will be estimated.

4. RESPONSIBILITIES OF CONTRACTOR

4.1. GOOD FAITH

CONTRACTOR shall, in good faith, use its best efforts to assist the ASSESSOR in determining the present true and actual valuations of all real property situated in the CITY, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities specified herein.

4.2. PUBLIC RELATIONS

The parties of this revaluation project recognize that a good public relations program is required in order that the public of the City may be informed as to the purpose, benefits and procedures of the revaluation program.

CONTRACTOR shall provide reasonable assistance to the ASSESSOR in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. CONTRACTOR shall supply visual aids and other media at its disposal to this end. All public releases shall be approved by the ASSESSOR prior to release.

4.3. CONDUCT OF COMPANY EMPLOYEES

As a condition of this contract, CONTRACTOR'S employees shall, at all times, treat the residents, employees and taxpayers of the City with respect and courtesy; CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision. A suitable dress code for all employees will also be implemented.

4.4. RECORDS

4.4.1. General Provisions

CONTRACTOR shall provide all record cards, street cards, owner cards, supplies, forms, literature, notices and papers to be used in this project at no additional cost to the CITY.

4.4.2. Records are City Property

The original or a copy of all records and computations, including machine readable databases, made by CONTRACTOR in connection with any appraisal of property in the City shall, at all times, be the property of the City and, upon completion of the project or termination of this contract by the CITY, shall be left in good order in the custody of the ASSESSOR. Such records and computations shall include, but not be limited to:

- 4.4.2.a.** Assessor's Maps;
- 4.4.2.b.** Land Value Maps;
- 4.4.2.c.** Materials and Wages, Cost Investigations and Schedules;
- 4.4.2.d.** Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches;
- 4.4.2.e.** Capitalization Rate Data;
- 4.4.2.f.** Sales Data;
- 4.4.2.g.** Depreciation Tables;
- 4.4.2.h.** Computations of land and/or building values;

- 4.4.2.i. All letters of memoranda to individuals or groups explaining methods used for appraisals;
- 4.4.2.j. Operating statement of income properties;
- 4.4.2.k. Duplicated notice of valuation changes;
- 4.4.2.l. Database of all property records, CAMA system, and integration with administrative system.
- 4.4.2.m. In addition, throughout the conduct of said revaluation, any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the Contractor shall be available by contractor for public inspection in the Assessor's office and shall be available thereafter, all in accordance with Chapter 38-2 (Access to Public Records) of the Rhode Island General Law.
- 4.4.2.n. Valuation cost tables and schedules for the valuation of real property.

4.4.3. ASSESSOR'S Records

CONTRACTOR shall use a system approved by the ASSESSOR for the accurate accounting of all records and maps, which may be taken from the ASSESSOR'S office in conjunction with this project. All such records and maps shall be returned immediately following their use. None of the ASSESSOR'S records shall be taken outside the corporate limits of the City without prior written permission of the ASSESSOR.

The ASSESSOR will permit CONTRACTOR to copy all residential building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds, and swimming pools. CONTRACTOR will be permitted to copy and sketch all commercial and industrial properties, which are presently outlined on existing ASSESSOR's field cards.

4.4.4. Property Record Cards (Street Cards)

CONTRACTOR shall complete and file by Map order, Property Record Cards, commonly referred to as "Street Cards" or "Field Cards". These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, public improvements, census tract number, zoning regulations in effect as of the assessment date. All physical improvements shall be listed giving all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical, functional and economic depreciation, depreciated values, fair market value and 100% assessment value will be shown. A computer-generated sketch of all buildings, with the appropriate scale of such sketch, shall also be shown on these cards. The "Street Cards" or "Field Cards" will contain a digitized photo of each house.

4.5. ASSESSMENT NOTICES

At the close of the PROJECT, a notice shall be sent, at CONTRACTOR'S expense by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice, prepared on a form approved by the ASSESSOR. CONTRACTOR will provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings and information describing the property owner's right to appeal the valuation of his property, including the manner in which an appeal may be filed with the Board of Assessment Appeals. Such notices shall be subject to approval by the ASSESSOR in accordance with Rhode Island General Law.

4.6. INFORMAL PUBLIC HEARINGS

At a time mutually agreeable to the ASSESSOR and CONTRACTOR and following completion of all review work by the ASSESSOR and CONTRACTOR, CONTRACTOR shall hold public hearings so that owners of property or their legal representative may appear at specified times to discuss, with qualified members of CONTRACTOR'S staff, the valuations of their property. CONTRACTOR'S personnel shall explain the manner and methods of arriving at value. Informal public hearings, at the ASSESSOR's discretion, may be held on weeknights and Saturdays.

CONTRACTOR, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and an adjustment shall be made where warranted. The public hearings shall be completed by March 30, 2019.

CONTRACTOR shall keep a record, on a form approved by the ASSESSOR, of all owners that requested a hearing and the result of that hearing. A copy of those records shall be given to the ASSESSOR.

CONTRACTOR shall require each person, or his or her legal representative, who appears at a hearing to sign a form indicating whether or not CONTRACTOR shall reinspect the property being questioned; such decision to reinspect to be at the reasonable discretion of CONTRACTOR. Any such reinspection shall be made as soon as possible. This form shall be approved by the ASSESSOR and provided by CONTRACTOR. The completed and signed forms shall be turned over to the ASSESSOR at the conclusion of the hearings.

CONTRACTOR shall be responsible for sending notice, by First Class mail at CONTRACTOR'S expense, to each taxpayer or his or her legal representative who appears at these hearings seeking review of valuation. Such notice shall include the original valuation determined by CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to approval by the ASSESSOR and shall contain information describing the property owner's rights to appeal the valuation, including the manner in which an appeal may be filed with the Board of Assessment Appeals.

4.7. BOARD OF ASSESSMENT APPEALS

CONTRACTOR shall have a qualified member or members, approved by the ASSESSOR, of its staff, available to assist the ASSESSOR with administrative value appeal review and for attendance at any deliberations of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded, but such

availability and attendance shall not be required after the date for the completion of the duties of the Board of Assessment Appeals on the December 31, 2018 Tax Roll or for one complete calendar year beyond completion of the revaluation, whichever comes first, to assist in the settlement of complaints and to explain the valuations made.

4.8. LITIGATION

In the event of appeal to the courts, CONTRACTOR shall furnish a competent witness or witnesses, approved by the ASSESSOR, to defend the valuation of the properties appraised. It is understood that CONTRACTOR shall furnish said witness or witnesses on any court action instituted on the December 31, 2018 Tax Roll assessments for up to ten (10) calendar days at no charge. After the initial ten (10) calendar days, a per diem rate of \$_____ for Residential, Commercial/Industrial properties shall be charged. CONTRACTOR shall provide supporting data, including written appraisal if deemed necessary by the ASSESSOR, for any said court appeals. CONTRACTOR shall also comply with any request by the City to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described herein. CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties other than CONTRACTOR.

4.9. INFORMATION

4.9.1. Information to City

CONTRACTOR shall give to the ASSESSOR any and all information requested pertaining to the project for a period of one (1) year after completion of the duties of the Board of Assessment Appeals on the December 31, 2018 Tax Roll, without any additional cost to the City.

5. BUILDING COST SCHEDULES

5.1. GENERAL

CONTRACTOR shall prepare for usage in the project as hereinafter specified, building cost schedules and the methodology used to produce them. These schedules will reflect the unit-in-place method based upon the square foot or cubic foot area of buildings as applicable. These schedules shall be used in computing the replacement cost in the City for all residential, commercial, industrial, and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect costs of construction. Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the ASSESSOR before adoption and usage by CONTRACTOR.

5.2. TYPES OF COST SCHEDULES

5.2.1. Residential

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base

specifications, along with prices for different types of heating systems, bathrooms, porches, breezeways, attached, detached, and basement garages, and finished basements and schedules for other building improvements usually found on residential property including, but not limited to, in-ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs.

5.2.2. Commercial

Commercial building cost schedules shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.

5.2.3. Industrial and Special Structures

Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall contain all the additions and deductions for construction components from base specifications.

5.2.4. Farm

Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to, barns, sheds, silos, milk houses, coops, etc.

Cost schedules for the afore-mentioned must be supported by a recognized valuation publication company such as Marshall and Swift, Means, etc.

5.3. DEPRECIATION SCHEDULES

Depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, and farm buildings and shall be approved by the ASSESSOR.

5.4. SCHEDULE FOR CITY

CONTRACTOR shall supply and leave for the City not less than three (3) copies of all the above required building cost schedules and depreciation schedules for the City's usage, one copy of which shall be turned over to the ASSESSOR upon approval of the schedules.

6. APPRAISAL SPECIFICATIONS

6.1. APPRAISAL OF LAND

CONTRACTOR shall appraise all land within the CITY: including residential, vacant, commercial, industrial, agricultural, special use, public utility, and tax-exempt.

6.1.1. Land Value Study

Land shall be valued on the basis of an analysis of all sales data occurring during the two-year period prior to December 31, 2018. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSOR. CONTRACTOR shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources for information relative to sales of properties within the CITY. All factors affecting the final values of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, utilities, size, vacancy, form of ownership, non-conforming uses, and zoning variances.

Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations, shall be entered on the field record card.

6.1.2. Land Value Inspection

CONTRACTOR will make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes or anything else which may detract from the usefulness of the land. Non-conforming uses and zoning variances shall be considered in establishing values.

6.1.3. Land Value Unit

CONTRACTOR shall prepare land unit values by front foot, square foot, acreage or fractional acreage; whichever in the judgment of CONTRACTOR and ASSESSOR most accurately reflects the market for the appraised land.

6.1.4. Land Value Map

CONTRACTOR shall delineate the land value units on all streets and acreage in the City on a suitable map to be provided by the CITY. The land value map shall be returned to the City prior to the completion of the PROJECT.

6.1.5. Neighborhood Delineation

After consideration of the environmental, economic and social characteristics of the CITY, CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate "neighborhood" units within the CITY. Each neighborhood unit will, in CONTRACTOR'S opinion, exhibit homogenous characteristics. Each neighborhood unit will be assigned a separate identification code, which will be used for valuation. These neighborhood codes shall be recorded and maintained on all property record cards and the computer database.

6.2. APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES

6.2.1. Exterior Field Review

6.2.1.a. All properties shall be reviewed in the field by CONTRACTOR's personnel qualified as reviewers as previously prescribed in these specifications.

The properties shall be reviewed for classification, final value, and to assure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of review and be entitled to accompany the reviewers during this phase of the revaluation.

6.2.1.b. Field Recording: Physical data and characteristics of the land parcel shall be observed in the field and recorded.

6.2.2. Pricing and Valuations

Pricing and valuations of all land and buildings must reflect the present true and actual value as of December 31, 2018, and shall be done from and in accordance with the previously approved manuals and schedules.

The final valuation shall be the true and actual value of the structures plus the true and actual value of the land. In arriving at the true and actual value of the structures, replacement cost new less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the property record card.

6.3. APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, AND SPECIAL PURPOSE PROPERTIES

6.3.1. General

All commercial, industrial, public utility and special purpose buildings shall be classified, priced and reviewed in the same manner as residential properties, as set forth previously in these specifications.

6.3.2. Income Approach

Income and expense data gathered by the CONTRACTOR, shall be utilized by CONTRACTOR for income producing and, where appropriate, owner-occupied properties. Any income and expense data, with accompanying summary reports and rent schedules, shall become property of the CITY. All information filed and furnished with Income and Expense report shall not be a public record and is not subject to the provisions of Section 38-2 (Access to Public Records) of the Rhode Island General Laws. From these returns and other data sources, such as field investigations and interviews, CONTRACTOR will establish market or economic rent and expenses for income producing properties. CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSOR, CONTRACTOR shall perform the income approach using both actual and economic income and expenses. CONTRACTOR shall be responsible for entering all income data into the CAMA system.

6.3.3. Review

All final reviews and inspections shall be made in the same manner and for the same purpose as prescribed for residential properties. The reviewer shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible.

6.4. CONTROL AND QUALITY CHECKS

6.4.1. Field Checks

The ASSESSOR shall spot check in the field, properties picked at random by him/her with or without the appropriate CONTRACTOR'S supervisor.

6.4.2. Building Permits

The ASSESSOR shall screen and make available on a timely basis to CONTRACTOR, copies of all building permits issued during the course of the revaluation to allow the inclusion of all new construction, additions, and remodeling in CONTRACTOR'S appraisals. CONTRACTOR will be responsible for data collecting services for the 2018 building permit and parcels with outstanding permits.

6.4.3. Incomplete Construction

CONTRACTOR shall code as unfinished construction all property cards which appear to have incomplete improvements on the December 31, 2018 Tax Roll. The street card shall show the percentage of completion, based upon a schedule approved by the ASSESSOR, and reflect the percentage of completion in the valuation.

6.4.4. Sales Analysis

Sales analyses of properties shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the ASSESSOR shall also be performed.

6.4.5. Performance Based Revaluation Standards

All fair market values that are developed by the CONTRACTOR must meet the Performance Based Testing Standards developed by the Rhode Island State Department of Revenue in accordance with §44-5-11.1 of the Rhode Island General Laws.

6.4.6. Property Appraisal Monitor

The City may separately employ an independent appraiser to review proposed valuations developed by the Contractor for all commercial properties assessed above \$1,000,000, any properties currently or formerly the subject of legal action, and any other properties the Assessor deems necessary to review. The Contractor will be required to share appraisal methods and data collection and analysis pertaining to each subject property. It is expected that the independent appraiser will work closely with the Contractor to either affirm the proposed assessment or to offer a second opinion of value.

7. RESPONSIBILITIES OF THE CITY

7.1. NATURE OF SERVICE

It is clearly understood and agreed that the services rendered by CONTRACTOR are in the nature of assistance to the ASSESSOR and all decisions as to proper valuation shall rest with the ASSESSOR.

7.2. COOPERATION

The ASSESSOR, CITY, and its employees will cooperate with and render all reasonable assistance to CONTRACTOR and its employees.

7.3. ITEMS FURNISHED BY THE CITY

The City shall furnish the following:

7.3.1. Maps

The City shall furnish one (1) set of the most up-to-date City Tax Maps that are currently available showing streets, and property lines and boundaries.

7.3.2. Land Dimensions

The City will make available lot sizes and total acreage to CONTRACTOR of all pieces of property where the map or present records fail to disclose measurement or acreage.

7.3.3. Zoning

The City will provide current City zoning regulations and zoning maps.

7.3.4. Existing Property Record Cards

The City will make available the present street cards.

7.3.5. Property Transfers

The City shall notify CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database by CONTRACTOR. CONTRACTOR shall modify the revaluation database as necessary.

7.3.6. Building Permits

The City shall make available copies of all building permits issued during the course of the revaluation project up to December 31, 2018.

7.3.7. Signing of Communications

The City shall sign, by the ASSESSOR or Assessor's designee, communications to be mailed at CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property.

7.3.8. Mailing Address

The City shall make available through the ASSESSOR'S or Tax Collector's Office the current mailing address and other relative data that exists on the administrative program for all property owners.

7.3.9. Office Space

The CITY shall furnish to CONTRACTOR sufficient office space to carry out the terms of this contract. If the CITY is unable to provide space, the CITY will reimburse CONTRACTOR for leased space, subject to the CITY's approval for appropriateness and cost. The CITY shall provide installation of a telephone line and CONTRACTOR shall be responsible for all monthly charges on such lines for the duration of the project.

7.3.10. Media

The CITY shall have information above available on computer disk for the purposes of creating a legal file on CONTRACTOR's computers during the initial stages of revaluation.

7.3.11. Obligation to Keep Current

The CITY shall continuously keep current the information specified above.

7.3.12. Sales Information

The CITY shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

7.3.13. Conflicts with residential v. commercial

Should the City opt for two contractors, the assessor will make all decisions regarding whether a property is residential or commercial.

TRAINING

7.4. APPRAISAL TRAINING

The Project Manager shall assign individuals to train the Assessor Office staff on the valuation methodology utilized to establish the valuation in the City and how it was implemented in the CAMA system.

7.5. LOCATION

All training shall take place on the CITY'S computer hardware within the CITY, unless both the CITY and CONTRACTOR agree to an alternate training site or computer hardware.

7.6. DOCUMENTATION

CONTRACTOR will provide an appraisal manual for the valuation project. The appraisal manual should include residential and commercial methodology.

8. TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR

8.1. RECORDS

Regular periodic delivery of appraisals and other information required under this agreement, as completed and in accordance to a schedule hereinabove set forth or agreeable to the ASSESSOR, shall be made to the ASSESSOR for his review. All appraisals of buildings, either complete or under construction, shall be completed as of December 31, 2018. All completed and/or corrected records shall be turned over to the ASSESSOR as of December 31, 2018. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of December 31, 2018.

This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under provisions of applicable law.

It is understood and agreed that the Revaluation of properties covered by this contact shall meet or exceed the standards as outlined in the Rhode Island Performance Based Revaluation Standards and Certification of Revaluation, shall be acceptable to the ASSESSOR and shall conform to the procedures and technical requirements of the ASSESSOR and, at least weekly, Contractor shall meet with said ASSESSOR to discuss the progress and various other details of the project.

| CLASSIFICATION OF TAX ROLL AS OF 12/31/17 | | | |
|--|------------------------------|----------------------|--------------------|
| Class | Description | # Parcels | Total Value |
| 1 | One Family Residence | 26,039 | \$5,323,740,724 |
| 2 | Two-Five Family Residence | 1,220 | \$268,883,400 |
| 3 | Apartments (6+ units) | 87 | \$287,028,600 |
| 4 | Combination (Res & Comm) | 184 | \$56,691,600 |
| 5 | Commercial I | 5 | \$511,200 |
| 6 | Commercial II | 1,184 | \$1,394,496,080 |
| 7 | Industrial | 145 | \$141,918,800 |
| 10 | Utilities, Rail Roads | 119 | \$16,017,900 |
| 11 | Seasonal Beach | 10 | \$1,979,400 |
| 12 | Other Imp Res Land | 497 | \$22,975,500 |
| 13 | Residential Vacant Land | 4,691 | \$60,634,100 |
| 14 | Comm-Ind Vacant Land | 602 | \$29,986,600 |
| 15 | Other Vacant Land | 231 | \$28,571,900 |
| 21 | Residential Bldg-Leased Land | 478 | \$45,609,300 |
| 23 | Residential Condominium | 2,275 | \$353,000,200 |
| 24 | Commercial Condominium | 495 | \$250,435,220 |
| 25 | Industrial Condominium | 44 | \$17,074,500 |
| 33 | Farm-Forest-Open Space | 148 | \$21,222,000 |
| 70 | Cemetery | 133 | \$2,025,900 |
| 71 | Charity | 7 | \$4,152,900 |
| 72 | Church | 149 | \$125,890,000 |
| 73 | Ex-Charter | 129 | \$96,864,800 |
| 74 | Federal | 6 | \$9,792,300 |
| 75 | Hospital | 7 | \$157,397,800 |
| 76 | Library | 4 | \$772,600 |
| 78 | Municipal | 972 | \$166,094,200 |
| 79 | School | 42 | \$244,603,700 |
| 80 | State | 794 | \$1,258,077,400 |
| 84 | | 18 | \$3,828,400 |
| 85 | | 5 | \$1,417,400 |
| 86 | | 29 | \$128,105,700 |
| 97 | Mobile Home | 96 | \$1,884,600 |
| | | | |
| | | 40,845 | \$10,521,684,724 |

CITY OF WARWICK

PROPOSAL AND CONTRACT FORM

TITLE OF SPECIFICATION: RFP2018-269 Statistical Reappraisal of All Real Property Located within the Corporate Limits of the City of Warwick Effective December 31, 2018

I. PROPOSAL:

WHEREAS, the CITY OF WARWICK has duly asked for proposals for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the proposal into a contract. This proposal and contract shall be secured by Bonds, if required by the specifications.

Pricing as Submitted