

Patricia A. Peshka  
Purchasing Agent



Frank J. Picozzi  
Mayor

**City of Warwick**  
Purchasing Division  
(Mailing Address)  
3275 Post Road  
Warwick, Rhode Island 02886  
Tel (401) 738-2013  
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The following notice is to appear on the City of Warwick's website Wednesday, October 12, 2022. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK  
BIDS REQUESTED FOR**

**Bid2023-208 Specialist in Real Estate to Prepare and Conduct Tax Sale**

**Specifications**

Specifications are available in the Purchasing Division, located at 65 Centerville Road, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, October 12, 2022.

**Submissions**

Sealed bids will be received by the Purchasing Division no later than 11:00 AM, Tuesday, October 25, 2022. The bids will be opened publicly commencing at 11:00 AM on the same day at 65 Centerville Road, Suite D.

**Delivery**

All bids must be sealed. If delivering in person or sent by delivery service (FedEx/UPS/DHL etc..) use physical address 65 Centerville Road, Warwick, RI 02886, Suite D. If sent via United States Postage Service use mailing address 3275 Post Road Warwick, Rhode Island 02886.

**Awards**

Awards will be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids 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 bid opening date.

**Original Signature on File**

Patricia A. Peshka  
Purchasing Agent

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

**Acknowledgement of Addendum (if applicable)**

<b>Addendum Number</b>	<b>Signature of Bidder</b>
_____	_____
_____	_____

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

BIDDER'S SIGNATURE: \_\_\_\_\_

BIDDER'S NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_\*

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

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**II. AWARD AND CONTRACT:**

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above bid and hereby enters into a contract with the above party to pay the bid 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: \_\_\_\_\_

Bid2023-208

\_\_\_\_\_  
Purchasing Agent

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

**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 statues, 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**

**Bid2023-208 Specialist in Real Estate to Prepare and Conduct Tax Sale**

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 bid 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.

Bids 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 bid not properly addressed and identified. No bids will be accepted via facsimile or email.

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

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

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: <https://www.ridop.ri.gov/contract-portal/>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): [https://www.njpacoop.org/cooperative purchasing](https://www.njpacoop.org/cooperative-purchasing)

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net>

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will 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 bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and three (3) copies in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2023-208 Specialist in Real Estate to Prepare and Conduct Tax Sale."

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact Kyla Jones, Tax Collector, at 401-921-9590 or [kyla.a.jones@warwickri.com](mailto:kyla.a.jones@warwickri.com)

All bids 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 bid confers no rights for the withdrawal of the bid after it is open.

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

The IRS Form W-9 available on [www.warwickri.gov](http://www.warwickri.gov) should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for Professional Liability in a minimum amount of \$1 million. It is the vendor's responsibility to provide the City of Warwick with an updated certificate of insurance upon expiration of the original certificate.

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.**

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

Prices to be held firm January 29, 2023 through January 28, 2026. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

In accordance with the City of Warwick Resolution #R-11-7, this proposal requires that vendors automatically extend the contract for two (2) months after the contract expires at the price contained in the expiring contract.

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 bids, to waive any minor deviations or informalities in the bids received, and to accept the bid 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 will 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 will 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 will 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 will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will 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 bid 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 will cover the actual quantities ordered during the contract period.

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

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

**CITY OF WARWICK  
SPECIALIST IN REAL ESTATE TO PREPARE AND  
CONDUCT TAX SALE**

The City Of Warwick is seeking a full service Specialist in Real Estate to prepare and conduct Tax Sales for a three-year period. The City will accept proposals from firms that possess the knowledge in regards to Tax Sales, who have successfully ran prior tax sale that are proficient with Chapter 44-9 **and are licensed to practice law in the State of Rhode Island.**

Specialists *must* submit a list of their qualifications and certification of their past performance.

Following are the conditions to be complied with:

1. The City will provide to the Specialist the Assessor's Plat, Lot and Unit. The Specialist will verify the owners and the accuracy shall be the responsibility of said Specialist. The City will provide tax certification setting forth all outstanding taxes and charges on the real estate as of four months prior to any Tax Sale.
2. The City will pay for all notices to be placed in the newspapers.
3. The Specialist must:
  - a. Notify all parties of a possible tax sale 90 days prior to the date of the Tax Sale based upon a delinquency list provided by the tax collector.
  - b. Conduct a title examination to determine all the parties with an interest on the parcel including all parties with interest subsequent to the time the tax is assessed. Properties still subject to tax sale on the day prior to the sale shall be reviewed to ascertain any changes of parties in interest.
  - c. In accordance with RI General Laws 44-9 as amended, the Specialist will prepare and mail registered letters to parties of interest in a form approved by the City Collector, setting forth their names and addresses and registered letter numbers assigned and prepare a list of names and addresses with corresponding letters numbers and submit same no less than forty (40) days prior to any Tax Sale. The return receipts with number and name of the person or entity being notified will be sent to the Specialist and posted by the Specialist.

- d. Prepare the Collector's Ad for each sale to be placed in the Warwick Beacon twenty-three (23) days prior to such sale. The Collector's Ad is to be submitted to the Warwick Beacon no later than eight (8) days before the ad is to appear by the Specialist. It must be the Specialist's responsibility to verify the accuracy of the ad once printed.
  - e. Prepare the Summary Ads including corrections and/or additions to the Collector's Ad, to be placed in the Warwick Beacon sixteen (16) days, nine (9) days, and two (2) days prior to each sale. Said summary Ads are to be submitted to the Warwick Beacon no later than five (5) days prior to the date of its publication by the Specialist.
  - f. Will be responsible for posting copies of the Collector's Ad in five (5) public places at least three (3) weeks prior to the time of the sale.
  - g. The Specialist must provide notification to Rhode Island Housing and the Department of Elderly Affairs
  - h. The Specialist will prepare, conduct and execute the Tax Sale in accordance with the provisions of 44-9 et seq. of the general Laws of Rhode Island, 1956, as amended as well as the requirements of the City of Warwick.
  - i. Prepare all Tax Sale Deeds and deliver them to the Tax Collector's Office within thirty (30) days after each Tax Sale.
  - j. Prepare the collectors return within 5 days of the Tax Sale
  - k. Will provide such other information and provide such other services in conjunction with the tax sale as the City may reasonably require.
  - l. The Specialist must be present the day of the Tax Sale and provide an auctioneer to conduct the bidding on the day of the tax sale.
4. The Specialist shall indemnify the City from any claim, loss or demand which results from any inaccuracies in the Tax Sale proceedings, etc., caused by the Specialist or its agents, and provide evidence of insurance to cover any such contingency.
  5. The Specialist shall consult with the Tax Collector for any questions concerning the above.
  6. The dates and times will be set at the discretion of the City.



7. Proposals should include the fees charged for each of the following items for each parcel:
  - a. Initial Set-Up Charge
  - b. 90-Day Notice Mailing Charge
  - c. Title Search Charge
  - d. 40-Day Notice Certified Mailing Charge
  - e. Third Party 40-Day Notice Mailing Charge
  
8. Proposals should also include the fee for the following:
  - a. Collector's Preparation Fee
  - b. Auctioneers Fee
  - c. Collector's Return Fee
  
9. The criteria for this award shall include but not be limited to prior experience in municipal tax sales, extensive knowledge of the RI General and Public Laws applicable to Tax Sales, License to practice Law in Rhode Island, past performance as well as the contract price.

<b>Evaluation Criteria</b>	<b>Ranking Value</b>
<b>Legal Experience (30 possible points)</b>	
Experience executing Municipal Tax Sales	15
Experience with Rhode Island General and Public Laws, applicable to Tax Sales	15
<b>Personnel Assigned (30 possible points)</b>	
The bidder must be licensed to practice law in RI	20
The bidder must be the lead person on the account	10
<b>Contract Cost (40 possible points)</b>	
Set up fees charged for services	10
Remaining fees for service	30
<b>Total Possible Points</b>	<b>100</b>

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

**(PRICING SHEET MAY NOT BE CONFIDENTIAL)**

**CITY OF WARWICK**

**BID AND CONTRACT FORM**

**TITLE OF SPECIFICATION:** Bid2023-208 Specialist in Real Estate to Prepare and Conduct Tax Sale

**I. BID:**

WHEREAS, the CITY OF WARWICK has duly asked for bids 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 bid price below;

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

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications. Please list each fee per parcel below.

**List of Fees Per Parcel**

- |    |  |                |
|----|--|----------------|
| a. | Initial Set-Up Charge                    | \$_____        |
| b. | 90-Day Notice Mailing Charge             | \$_____        |
| c. | Title Search Charge                      | \$_____        |
| d. | 40-Day Notice Certified Mailing Charge   | \$_____        |
| e. | Third Party 40-Day Notice Mailing Charge | \$_____        |
|    | <b>Total Fees Per Parcel</b>             | <b>\$_____</b> |

**List of Fees Per Tax Sale**

- |    |                             |         |
|----|-----------------------------|---------|
| a. | Collector's Preparation Fee | \$_____ |
| b. | Auctioneer's Fee            | \$_____ |
| c. | Collector's Return Fee      | \$_____ |