

RESOLUTION OF THE CITY COUNCIL

No. 397

Approved October 3, 2017

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

Vision Governmental Solutions, Inc.
(Office of the Tax Assessor)

\$1,234,000.00

IN CITY COUNCIL

SEP 26 2017

READ AND PASSED

Sabrina Mats

ACTING PRES.

Jon L. Hagan

CLERK

I HEREBY APPROVE.

[Signature]
Mayor

Date:

10/3/17

MATTHEW M. CLARKIN, JR.
INTERNAL AUDITOR
25 DORRANCE STREET, ROOM #307
PROVIDENCE, RI 02903
Phone: (401) 421-7740 EXT. 577
Fax: (401) 351-1056
mclarkin@providenceri.com



City of Providence, Rhode Island
Office of the Internal Auditor

August 4, 2017

Ms. Lori Hagen
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Lori:

I am writing to request that the following requested contract award be submitted to the City Council and the Finance Committee for approval.

- **Office of the Tax Assessor:** Approval of an award to Vision Governmental Solutions, Inc. for the Full List and Measure Reappraisal of Real Property located within the corporate limits of the city in a total amount not to exceed \$1,234,000.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew M. Clarkin, Jr.", written over a red line.

Matthew M. Clarkin, Jr.
Internal Auditor

Cc: Al Buco, Acting Director of Public Property
Lawrence Mancini, Finance Director
David Quinn, Tax Assessor
James Lombardi, Senior Adviser to the City Council

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: August 7, 2017

TO: Purchasing Director

SUBJECT: **RFP FOR THE FULL LIST AND MEASURE REAPPRAISAL OF REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF PROVIDENCE, RI, EFFECTIVE DECEMBER 31, 2018 – OFFICE OF THE TAX ASSESSOR**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: **VOTED:** that the Purchasing Director be authorized to engage Vision Governmental Solutions Inc., low bidder, RFP for the Full List and Measure Reappraisal of Real Property Located within the Corporate Limits of Providence, RI, Effective December 31, 2018, in a total amount not to exceed One Million Two Hundred Thirty Four Thousand (\$1,234,000.00) Dollars, all in accordance with the offer of said firm submitted on July 24, 2017.

cc: Pur.Dir.
Contr
Assessor
File

Lou L. Hagen
City Clerk



Finance Department
Office of Tax Assessment
"Providence a City that works"

Date: July 31, 2017

Honorable Jorge Elorza
Chairman, Board of Contract and Supply
City Hall
Providence, RI 02903

Dear Mayor Elorza,

DATE OF BID OPENING: July 24, 2017

FOR: The Full List and Measure Reappraisal of Real Property Located Within the Corporate Limits of Providence, R.I.

AMOUNT RECOMMENDED: In response to our request for proposal regarding the above entitled, our Department received the following

Bids; (Please list by low bidder first)

	Name	BASE	BID AMOUNTS ALTERNATES	TOTAL
1	Vision Government Solutions Inc.	\$1,234,000		\$1,234,000
2	Tyler Technologies	\$1,483,200		\$1,483,200
3				

(Additional sheet is is not attached)

On the basis of said bids, we recommend the low bidder, as identified on LINE 1, which firm's bid has met the specifications.

On the basis of said bids, we recommend the bidder identified on LINE 1. While not the apparent low bidder, a review of the bids reveal that it is in the best interest of the City to reject the low bidder(s) because: (Please provide explanation)

(Additional sheet is is not attached)

MINORITY PARTICIPATION \$0 N/A %0

Respectfully submitted,

Account Code: 101-207-53401
Amount: \$250,000 FY 2018
\$1,233,750 FY 2019

DEPUTY DIRECTOR, Janesse Muscatelli

City Assessor's Office
25 Dorrance St, Room 208
Providence, Rhode Island 02903

(401) 421-7740

CONTRACT
FOR THE REVALUATION OF REAL PROPERTY
LOCATED WITHIN THE CORPORATE LIMITS OF
PROVIDENCE, RHODE ISLAND
Effective December 31, 2018

THIS AGREEMENT is made this _____ day of _____, 2017 by and between the CITY OF PROVIDENCE, RHODE ISLAND, a municipal corporation acting by and through its Chief Executive Officer having been so duly authorized (hereinafter termed the "CITY"), and VISION GOVERNMENT SOLUTIONS, INC., a Massachusetts Corporation with a principal place of business at 44 Bearfoot Road, Northboro, Massachusetts (hereinafter termed "VISION" or "CONTRACTOR").

WITNESSETH THAT:

WHEREAS the CITY, through its Tax Assessor ("Assessor"), plans to undertake a reappraisal of taxable and non-taxable real property located within the corporate limits of the CITY; and

WHEREAS, VISION is to assist the Assessor in making such reappraisal, representing that VISION is experienced and qualified to carry on such work and is familiar with the recognized appraisal practices and with the standards required for determining ad valorem values for assessment purposes:

NOW, THEREFORE, the CITY and VISION, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

EMPLOYMENT OF VISION

The CITY hereby engages VISION and VISION hereby agrees to make a complete Statistical Reappraisal and Revaluation of all Real Property located within the corporate limits of the CITY and to perform all the services and furnish all records, materials, forms and supplies required by and in complete accordance with the Contract Specifications, a copy of which is attached hereto and made a part hereof; all such labor, records, materials, forms and supplies to comply with the requirements of the pertinent RHODE ISLAND General Statutes and Special Acts, pertinent ordinances and agreements of the CITY and pertinent decisions of the several courts.

COMMENCEMENT AND COMPLETION DATES

Vision agrees to commence the work as set forth in the contract specifications, or as otherwise mutually agreed between the parties.

VISION agrees to adhere to any time schedule for the reappraisal Project as set forth in the attached Contract Specifications.

COMPENSATION:

The CITY agrees to pay VISION the total sum of **One Million Two Hundred Thirty-Four Thousand Dollars (\$1,234,000)** as compensation for VISION's services to be performed and the records, materials, forms and supplies to be furnished by VISION. VISION and the CITY agree that the methods of billing and payments shall be as set forth in the contract specifications, including Fiscal Year limitations.

TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT

VISION agrees that it shall not transfer, assign or sublet the contract or any part or interest therein without first receiving prior written approval from the CITY, which approval shall not be unreasonably withheld by the CITY. VISION further agrees that any such assignment or transfer without prior written approval of the CITY shall, in every case, be null and void and that such approval by the CITY shall not release VISION from any responsibility or liability as set forth in this contract and its Contract Specifications.

Nothing contained in this contract or its Contract Specifications will be deemed to create any contractual relationship between any subcontractor and the CITY.

INDEMNIFICATION AND CONDITIONS

VISION is an independent contractor and, as such, is not and shall not be construed to be an agent or employee of the CITY. VISION further agrees to indemnify, hold harmless and defend the CITY at VISION's expense from and against any and all liability for loss, damage or expense for which it may be held liable by reason of injury, including death, to any person or damage to any property arising out of any negligent or willful actions by VISION in connection with the operations to be performed under this contract, or costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this contract.

Upon execution of this contract, and thereafter no less than 30 days prior to the expiration date of any insurance policy delivered pursuant to this contract, VISION shall deliver to the CITY a certificate of insurance to show compliance with the insurance requirements described within the Contract Specifications.

TERMINATION AND CANCELLATION

The terms and conditions governing the termination and/or cancellation of this contract can be found within the attached Contract Specifications.

IN WITNESS HEREOF, the CITY and VISION have executed this contract on the date first above-mentioned by their duly authorized officers.

IN THE PRESENCE OF

PROVIDENCE, RHODE ISLAND

Chief Executive Officer

VISION GOVERNMENT SOLUTIONS, INC.

Signature

By: _____
Signature

Print Name

Print Name and Title

APPROVED AS TO FORM AND CORRECTNESS:

Jeffrey Dana, City Solicitor

Date

CERTIFICATION:

I hereby certify that the sum of _____ (\$ _____) is available in accordance with this contract.

Director of Finance

Date

SPECIFICATIONS FOR REVALUATION SERVICES

1 DEFINITIONS

- 1.1 **ASSESSOR**: The word "Assessor" shall mean the duly appointed Assessor of the City of Providence, Rhode Island.
- 1.2 **PROJECT**: The word "PROJECT" shall mean the complete revaluation of all real property within the corporate limits of City of Providence, 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 Providence, Rhode Island.

2 SCOPE OF REVALUATION

This Project includes the complete revaluation of all real property within the corporate limits of the City of Providence, 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 Rhode Island General Statutes, and shall be subject to the direct supervision and approval of the **ASSESSOR** of the City of Providence.

The values to be determined shall be the full fair market, as defined in the Rhode Island General Statutes and shall be based upon nationally recognized methods of appraising.

The Project will cover and include all real property in the City of Providence including the following categories:

1. All taxable real estate, land, buildings, and improvements.
2. All tax-exempt real estate, land, buildings, and improvements.
- 2.1 **EFFECTIVE DATE**: The effective date of this project shall be December 31, 2018 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, 2018)

Residential Dwellings	28,281
Residential Condominiums	3,657
Res Vacant Land	3,636
Commercial Building	2,217
Commercial Condominiums	379
Apartments	531
Industrial Buildings	584
C+I Vacant Land	1,651
81AW/TSA	576
Exempts	2,614

2.3 CITY DATA

Current Basis of Assessment	100%
Taxable Grand List as of December 31, 2015	\$11,862,071,045
Date of Last Revaluation	12/31/2015
Estimated 2015 Population	179,207
Area of the City	20.6 s miles

3 GENERAL CONDITIONS

3.2 PERSONNEL

CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements for 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 Section 12-2c of the Rhode Island General Statutes, 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 Section 12-2c of the Rhode Island General Statutes, 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 Providence 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 Providence 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.

3.2.4 Conflict of Interest

No resident of the City or City employee shall be employed by CONTRACTOR, except in a clerical capacity, without the prior approval of the ASSESSOR.

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 years from the completion of the contract.

3.3.2.c During the term of the contract, CONTRACTOR shall provide Public 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
000,000-	Personal and Advertising 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

3.3.3.a Failure by CONTRACTOR to complete all work prior to the date specified herein, April 30, 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 30, 2019 is defined as follows:

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

3.3.3.a.ii 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 30, 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 60 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 30 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) 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 30 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 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

3.5.2 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:

- 3.5.2.a Real Estate Data Collection to commence by October 15, 2017 and completed by October 30, 2018.
- 3.5.2.b Complete and deliver to the Assessor residential data verification by November 15, 2018 (except for current building permits).
- 3.5.2.c Complete and deliver to the Assessor commercial, industrial, public utility, and tax-exempt valuation by November 15, 2018 (except for current building permits).
- 3.5.2.d Complete and deliver to the Assessor land study and values set by November 15, 2018.
- 3.5.2.e Complete and deliver building cost manual by December 3 2018.
- 3.5.2.f Complete and deliver to the Assessor study of market rents, expenses and capitalization factors by December 31, 2018.
- 3.5.2.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:
- 3.5.2.h ASSESSOR to receive preliminary valuations by February 21, 2019 and completes review and final adjustments made for real property no later than March 7, 2019.
- 3.5.2.i Assessment change notices mailed to comply with requirements of Rhode Island State Statutes by March 15, 2019. (CONTRACTOR to pay postage)
- 3.5.2.j Informal hearings to begin no later than March 21, 2019 and end no later than April 15, 2019.

3.5.2.k Notices of results of informal hearings completed 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 30, 2019.

3.5.2.1 Final values to be delivered no later than May 1, 2019

3.5.3 Assessment Date

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

3.5.4 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) 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) 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 (10%) percent of the contract price is to be paid upon the completion of work of the Board of Assessment Appeals on the December 31, 2018 Grand List 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 make a careful and complete 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

CONTRACTOR shall provide a digital image for each improved real property in the city from a public way, reviewed for quality and attach the image into the proposed CAMA database.

3.7.3 Physical Inspections

CONTRACTOR shall measure and inspect any and all taxable real property located in the City.

- a. CONTRACTOR will verify or correct the complete listing of all physical details for all residential, commercial and industrial buildings and all structural improvements. Listing will include a complete interior and exterior inspection of each property.

- 3.7.4 b. If after an initial visit, entrance has not been gained, a callback visit will be made after 4 PM or on a Saturday. If that visit is unsuccessful, a mailer will be sent to the owner(s) requesting an interior inspection. 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, CONTRACTORS 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 Rhode Island General Statutes.

4.42.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 real 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 Statutes.

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 real 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, at its expense by first class mail, notify each taxpayer that has appeared at an informal public hearing of the results said notice of results to be approved by the Assessor.

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 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 Grand List 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 Grand List assessments for up to Five (5) days at no charge. After the initial Five (5) days, a per Diem rate of \$900 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 Grand List, 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 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, nonconforming 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 1-200 et seq. (Freedom of Information) of the Rhode Island General Statutes. 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 Grand List. 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 State of Rhode Island Office of Policy and Management in accordance with Section 12-62i of the Rhode Island General Statutes.

7 RESPONSIBILITIES OF THE CITY

7.1 Nature of Service

It is clearly understood and agreed that the service 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, the 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 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 and currently 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.

8 TRAINING:

- 8.1 **Personnel:** The Assessor shall determine the individuals and the amount of training each individual shall receive. If more than one person is receiving training at the same time, the training time shall be calculated as if one person is receiving training.
- 8.2 **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.
- 8.3 **Documentation:** CONTRACTOR will provide a detailed user manual for the CAMA software and Grand List production interface.

9 TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR

9.1 **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.

EXCEPTIONS & CLARIFICATIONS

1. **Personal Property:** We are only bidding on the Full List and Measure Reappraisal of Real properties located within the corporate limits of Providence. We have not included any Tangible Personal Property services.
2. **Rhode Island State Statute:** Our scope of services will adhere to the Rhode Island General Law as it relates to Levy and Assessment of Local Taxes under RIGL 44-5.
3. **Data Collections:** Our proposal includes physical inspections of all taxable real estate parcels in the City.
4. **Board of Assessment Appeals:** The City will review all Board of Assessment Appeal requests as a result of the 2018 Revaluation, and will require a Vision staff member to support only those requests requiring a value decision. The process will be a combined effort of both the City and Vision in an endeavor to effectively and expeditiously handle all appeal requests. Both staffs will work together to resolve any outstanding valuation issues. Any assistance by Vision personnel to Board of Assessment Appeals is included in our bid cost.
5. **Litigation: Five days (5 days)** of Litigation support as requested in the RFP are included in our proposal. Any additional Litigation days, Litigation preparation, or any days spent outside of assisting with BOA Appeal decisions will be billed at the rate of **Nine Hundred Dollars (\$900) per Diem.**