



TOWN OF
NORTH KINGSTOWN, RHODE ISLAND

100 FAIRWAY DRIVE
NORTH KINGSTOWN, R.I. 02852-5762
PHONE: (401) 294-3331
FAX: (401) 583-4140

REQUEST FOR PROPOSAL
TITLE AND TAX SALE SERVICES

Sealed proposals for the above will be accepted in the Office of the Purchasing Agent, Town Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, until 10:00am on Wednesday, November 8, 2017, and will then be publicly opened read aloud.

NO BIDS WILL BE ACCEPTED AFTER THE WEDNESDAY, NOVEMBER 8, 2017 10:00AM DEADLINE.

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN'S WEBSITE FOR ANY SUBSEQUENT BID ADDENDUM. NO ADDENDA WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.

The bid will be evaluated as to R.I.G.L. 45-55-5. (2) "Competitive Sealed Bidding" and the award shall be made on the basis of the lowest evaluated or responsive bid price.

Specifications may be obtained at the Purchasing Agent's Office at address listed above.

A certificate of Insurance showing \$1 million General Liability and \$1 million Any Auto, with the Town being named as an additional insured, Worker's Compensation, with a waiver of subrogation will be required of the successful bidder.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 142.

Purchasing Agent

SELECTION CRITERIA

The proposal will be evaluated as to R.I.G.L. 45-55-5.(2) “Competitive Sealed Bidding”, and the award shall be made on the basis of the lowest evaluated or responsive proposal price.

The following factors will be considered in determining the lowest evaluated or responsive bid price:

Competence to perform the services as reflected by technical training and education; general experience; experience in providing the required services; and the qualifications and competence of persons who would be assigned to perform the services;

Ability to perform the services as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the service expeditiously; and

Past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the firm with respect to such factors as control of costs, quality of work, and an ability to meet deadlines;

Demonstrated experience in Title Services and Tax Sales;

Record of firm in accomplishing work on other Tax Sale Projects for a Rhode Island Municipality;

Quality of work previously performed by the firm for the Town of North Kingstown, if any; Bid

Price;

Services offered;

Early Payment Discount.

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND
INFORMATION FOR BIDDERS**

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the Purchasing Agent, Town Hall, 100 Fairway Drive, North Kingstown, Rhode Island 02852, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Purchasing Agent up to the specified time as noted on the Invitation to Bid, and publicly opened and read aloud at the specified time.

It is the bidder's responsibility to see that his bid is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

ARTICLE 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications of his bid after such bid has been opened.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

The Town reserves the right to request each bidder to present evidence that he is normally engaged in purveying the type of product or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

At the time of opening of bids, each bidder will be presumed to have inspected the Specifications and Contract Documents (including all addenda) which has been sent to the address given by such bidder. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. PRICES

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

The prices in this bid shall be irrevocable for ninety (90) days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

ARTICLE 8. TAX EXEMPTIONS

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

ARTICLE 9. CONTRACT PERIOD AND TERM OF AGREEMENT *(When Applicable to Bid)*

Contract period: ONE (1) CALENDAR YEAR from date set in the Notice to Proceed, with options for years two and three awarded, contingent upon satisfactory performance by the vendor. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 10. LABOR REGULATIONS *(When Applicable to Bid)*

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these specifications:

- a. Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations and charges by Contractors on public works projects.
- b. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)
- c. The successful bidder will be required to comply with the Davis-Bacon Act (40USC 2 to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).
- d. The successful bidder will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).
- e. The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- f. The successful bidder will be required to comply with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- g. The successful bidder will be required to comply with the Safety and Health regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
- h. The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

ARTICLE 11. INSURANCE

The Vendor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed for the Town.

The Vendor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his bid.

The Vendor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor shall provide a certificate of insurance as specified in the bid specifications. Contracts of insurance (covering all operations under this contract) shall be kept in force until the contractor's work is acceptable by the Town.

The limits of the insurance must be at least in the amounts specified below;*

1. Commercial General Liability-Occurrence Form \$1,000,000/\$1,000,000.
2. Automobile Liability - \$1,000,000. With both of the above naming the Town as additional insured.
3. Worker's Compensation (if legally allowed and available). Waiver of subrogation applies to Worker's Compensation

The Vendor shall secure, pay for and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.

ARTICLE 12. LAWS, ORDINANCES, AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United State Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

TOWN OF NORTH KINGTOWN
REQUEST FOR PROPOSAL
Title and Tax Sale Services

Proposals are requested for Title Services for Tax Sale of all estates in the Town of North Kingstown upon which taxes were assessed December 31, 2015 and in previous years.

- a) The Town will provide a listing of above properties for Title Company usage in a timely fashion to meet legal requirements for implementation of all phases of Rhode Island General Laws pertaining to Tax Sales, Section 44-9.
- b) The Title Company to send first class mailing to the owners of said properties subject to Tax Sale in the above listing at both the location of the property and to the last known mailing address not less than ninety (90) days before the date of the Tax Sale. A copy of each individual letter and a comprehensive listing is to be sent to RI Housing & Mortgage Finance Corporation at the same mailing via first class mail or hand delivered. Town will provide said notice. Costs of mailing reimbursed by the Town.
- c) The Title Company to report to the Town the names and last known addresses of all persons, entities, and lienholders found to have an interest in said properties based upon instruments recorded in the land evidence records within thirty (30) days of receipt of above mentioned listing described in section a) of this proposal.
- d) The Title Company to provide a separate listing for the Town of properties, if any, where more than three (3) years have lapsed since the date of assessment and where the state has been alienated one or more times since that date of assessment and the instrument of alienation duly recorded.
- e) The Title Company to prepare tax sale advertisements, submit the same to the Town for approval and arrange for publication in newspaper, to be published at least three (3) weeks before the date of the Tax Sale. The Town will pay all costs of publication.
- f) The Title to prepare and send all notices to the owners of said properties at both the last known mailing address and to the location of the property, to all entities and lienholders, as required by law, via certified mail not less than forty (40) days before the date of the Tax Sale. A copy of each individual letter and a comprehensive listing got be sent to RI Housing & Mortgage Finance Corporation via certified mail. Notice format subject to Finance Director's approval and signature. Listing of names, addresses, owners, and lienholders to be submitted to the Town prior to mailing of said\s notices. Mailing coats to be reimburse by the Town.

- g) Town shall provide to the Title Company a listing of property owners who are receiving an abatement or exemption of taxes based on age whose property is subject to Tax Sale. The Title Company will send a copy of notice described in section f) of this proposal to the Department of Elderly Affairs via certified mail of said owners.
- h) The Title Company to arrange for continuance of Tax Sale if required, preparing continuation advertisement and having representative present. Cost of advertising paid by the Town.
- i) The Title Company to have representative in attendance at Tax Sale. It shall be the responsibility of said representative to determine potential bidders' qualifications; collect bidders' forms; and to properly record successful bidders and associates parcels during the Tax Sale. Originals of qualified bid forms shall be retained by the Town. Copies will be made at the conclusion of the sale of successful bidders to be given to the Title Company. The Town will arrange for the attendance of the Town Solicitor or his duly appointed representative.
- j) After the Tax Sale, the Title Company shall prepare and submit a Tax Collector's return listing the assessed owner's name, the address of the property, and the assessor's plat and lot within three (3) days of Tax Sale, to be recorded in the land evidence records.
- k) The Title Company to prepare all Tax Deeds for parcels sold at the Tax Sale and provide Town with the same within forty-five (45) days for recording.
- l) Tax Sale to be held the first Friday in June, at the Town of North Kingstown Municipal Offices, Meeting Room, 100 Fairway Drive, North Kingstown, RI 02852.
- m) No separate charges for Title Company personnel per diem or travel expenses will be paid. Rates proposed to be inclusive of all charges.
- n) The work is to be performed exclusively by the Title Company awarded the bid; i.e., the work is to be performed by the principals and/or employees of the said Title Company; subcontracting, or subletting of this agreement cannot be done without prior written consent from the Town.
- o) **Optional second and third year price offering are also requested at this time. It is strictly optional, and may or may not be implemented.**

**TOWN OF NORTH KINGSTOWN
Title and Tax Sale Services
Proposal Form**

	FIRST YEAR	OPTIONAL SECOND YEAR	OPTIONAL THIRD YEAR
Charge (for Title Search, Notice, and Advertisement preparation, etc.) per name (two or more owners of same parcel to be considered as one name)	\$ _____	\$ _____	\$ _____
Charge, per parcel, tax deed	\$ _____	\$ _____	\$ _____
Charge for continuation Tax Sale Services	\$ _____	\$ _____	\$ _____

References:

_____ has assisted the following Rhode Island communities at
(Your Company Name)

Tax Sale in the past five (5) years:

<u>Name</u>	<u>Contact</u>	<u>Phone Number:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submitted by: _____
Print Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____
Date: _____