City of Fayetteville Staff Review Form

2020-0622

Legistar File ID

8/18/2020

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Matt Casey	7/21/2020	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution to award RFP 20-05, to Reed & Associates, Inc. and Rife and Company Appraisers based on rates provided and availability for on-call appraisal services as needed through December 31, 2020

Budget Impact:

Account Number			Fund	
Project Number			Project Title	
Budgeted Item?	NA	Current Budget	$	-
		Funds Obligated	$	-
		Current Balance	$	-
Does item have a cost?	No	Item Cost		
Budget Adjustment Attached?	NA	Budget Adjustment		
		Remaining Budget	$	-

V20180321

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

MEETING OF AUGUST 18, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: July 21, 2020

SUBJECT: **Approval of a resolution to award RFP 20-05, to Reed & Associates, Inc. and Rife and Company Appraisers based on rates provided and availability for on-call appraisal services as needed through December 31, 2020**

RECOMMENDATION:
A resolution to award RFP 20-05, to Reed & Associates, Inc. and Rife and Company Appraisers based on rates provided and availability for on-call appraisal services as needed through December 31, 2020.

BACKGROUND:
As part of many of the City's street, drainage, water and sewer projects the City must acquire right of way and easements in order to construct the improvements. For the City to establish fair compensation rates for the acquisitions, appraisals are ordered for some of the properties throughout the project. Typically, when an appraisal is needed, the City Land Agents will request 3 quotes from local appraisers. After the quotes are received, the lowest quote will be selected, and a purchase order will be requested. By selecting on-call appraisers, this will allow the Land Agents to move forward without requesting multiple quotes and will save project time.

DISCUSSION:
An engineering selection committee selected Reed & Associates, Inc. and Rife and Company Appraisers to be used for on-call appraisal services for street, drainage and utilities projects for the remainder of 2020.

BUDGET/STAFF IMPACT:
Funds for the appraisals have been budgeted in various capital projects with the Sales Tax Capital Improvements Fund, the Transportation Bond Fund, Drainage Bond Fund and the Water and Sewer Fund.

Attachments:
Reed and Associates Submittal
Rife Company Submittal

CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 20-05, Appraisal Services
DEADLINE: Wednesday April 29, 2020 before 2:00:00 PM, local time
RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Bonfire: 4.6.2020; Ad: 4.8.2020

REQUEST FOR PROPOSAL
RFP 20-05, Appraisal Services

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: Reed + Associates Inc.
Contact Person: Katie Hampton Title: Manager / Appraiser
E-Mail: khampton@reedappraisal.biz Phone: 479-521-6313
Business Address: 3739 N. Steele Blvd Ste 322
City: Fayetteville State: AR Zip: 72703
Signature: Katie Hampton Date: 4-20-20

City of Fayetteville
RFP 20-05, Appraisal Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Reed + Associates Inc.

NUMBER OF YEARS IN BUSINESS: 41 HOW LONG IN PRESENT LOCATION: 12

TOTAL NUMBER OF CURRENT EMPLOYEES: 6 FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 2 FULL TIME ____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. O.R. Colan Associates
COMPANY NAME

Little Rock, AR 72227
CITY, STATE, ZIP

Donna Roche
CONTACT PERSON

501-370-9600
TELEPHONE

501-370-9602
FAX NUMBER

droche@orcolan.com
E-MAIL ADDRESS

2. Pinnacle Consulting Management Group
COMPANY NAME

North Little Rock, AR 72114
CITY, STATE, ZIP

James Braden
CONTACT PERSON

501-944-0701
TELEPHONE

FAX NUMBER

jbraden@pinnaclegroup.biz
E-MAIL ADDRESS

3. Universal Field Services
COMPANY NAME

Tulsa, OK 74153
CITY, STATE, ZIP

Lori Vernon
CONTACT PERSON

918-494-7600
TELEPHONE

918-494-7650
FAX NUMBER

lvernon@ufsrw.com
E-MAIL ADDRESS

4. Cypert, Crouch, Clark + Harwell
COMPANY NAME

Springdale, AR 72764
CITY, STATE, ZIP

Charles Harwell
CONTACT PERSON

479-751-5222
TELEPHONE

479-751-5777
FAX NUMBER

firm@nwa.law
E-MAIL ADDRESS

City of Fayetteville
RFP 20-05, Appraisal Services
SECTION D: Signature Submittal – Required with all responses

Proposers shall include this form completed in its entirety with RFP response. This form shall not count towards page limitations set forth in the RFP.

1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

X 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain):_____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: Reed + Associates Inc.

Primary Contact: Katie Hampton Title of Primary Contact: Manager/Appraiser

Phone#1 (cell preferred): 479-466-7499 Phone#2: 479-521-6313

E-Mail Address: khampton@reedappraisal.biz

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICING:
Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:
As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: Reed + Associates Inc.

PHYSICAL ADDRESS: 3739 N. Steele Blvd Ste 322 Fayetteville, AR 72703

MAILING ADDRESS: _____

PRINTED NAME: Katie Hampton

PHONE: 479-521-6313 FAX: 479-521-6315

E-MAIL: khampton@reedappraisal.biz

SIGNATURE: Katie Hampton

TITLE: Manager | Appraiser DATE: 4-20-20

DUNS#: 053724282 TAX ID: 71-0564800

Firm Overview

Reed & Associates, Inc. is a real property appraisal firm located at 3739 North Steele Boulevard, Suite 322, Fayetteville, Arkansas 72703. The company was founded in July 1979.

Appraisers with Reed & Associates, Inc. are involved on a regular basis with the appraisal of residential, commercial, industrial, special-purpose, and agricultural properties. The typical assignments involve detailed narrative reports for such clients as financial institutions, government agencies, quasi-public agencies, attorneys, individuals, etc. The appraisal assignments typically must be completed within a set time frame.

Reed & Associates, Inc. is located in the Northwest Arkansas area and has been since 1979. The company's primary work area includes the State of Arkansas; and the Missouri Counties of McDonald, Stone, Barry, and Taney.

Key Personnel

Reed & Associates, Inc. includes five appraiser employees, three appraiser independent contractors, and one support staff. Three of the appraiser employees hold General Appraiser Licenses with the State of Arkansas and two of the appraiser employees are State Registered Appraisers. One of the appraiser employees also holds a General Appraiser License with the State of Missouri. In addition, Tom Reed holds the MAI designation through the Appraisal Institute. Tom Reed also holds the CRE designation through the Counselors of Real Estate. Two of the appraiser independent contractors hold a General Appraiser License with the State of Arkansas, and one is State Licensed in Arkansas.

Statement of Qualifications and Performance Data

Appraisers with Reed & Associates, Inc. regularly perform appraisal assignments involving potential litigation.

Appraisal or appraisal review assignments performed by Reed & Associates, Inc., involving partial or complete acquisitions within the recent past include the following:

- O.R. Colan Associates – City of Conway – 6th Street Over I-40 Project – Commercial Review Assignments
- Briggs Field Services, Inc. – Cross Co. Line – Hwy. 147 Widening Project (ARDOT) – Cross & Crittenden Counties – Agricultural, Residential, & Commercial Appraisal Assignments
- Pinnacle Consulting Management Group, Inc. – Hwy 67-Hwy 141 Widening Route 412 Sections 7 and 8 – Lawrence & Greene County – Residential & Agricultural Appraisal Assignments
- Universal Field Services – Hwy 71B/12th St./Tiger Blvd. Inters. Imprvts. Project – Bentonville – Commercial Review Assignments
- O.R. Colan Associates – City of Rogers – Walnut Widening – 8th Street to Dixieland Road – Commercial Appraisal Assignments
- Various Street & Utility Projects – Springdale & Fayetteville, Arkansas

The preceding assignments were completed by either Tom Reed, Shannon Mueller, Katie Hampton, or Ricky Scruggs, or a combination of these appraisers.

We appreciate the opportunity to present this statement of Qualifications.

Thank you for your consideration in this matter.

Sincerely,

Tom Reed, MAI, CRE
REED & ASSOCIATES, INC.

ATTACHMENT B

COST PROPOSAL
(Unit Price per Tract)

Reed & Associates

	Fee
Administrative Services	

Title Services	
Title Commitment - 30 Year Title Search	

Initial Appraisal Services	$ / Tract
Compensation Estimate ($10,000.00 or Less)	$1000
Detailed Appraisal – Vacant Residential Land	$2000
Detailed Appraisal – Vacant Agricultural Land	$2000
Detailed Appraisal – Vacant Commercial Land	$2000
Detailed Appraisal - Residential Single Family	$2500
Detailed Appraisal - Residential Multi-Family	$3000
Detailed Appraisal - Small Commercial Property	$3000
Detailed Appraisal - Large Commercial Property	$3500-$5000
Detailed Appraisal - Improved Agricultural Property	$3500
Billboard Valuation	$1500

Appraisal Services - Updates	$ / Tract
Compensation Estimate ($10,000.00 or Less)	$500
Detailed Appraisal – Vacant Residential Land	$1000
Detailed Appraisal – Vacant Agricultural Land	$1000
Detailed Appraisal – Vacant Commercial Land	$1000
Detailed Appraisal - Residential Single Family	$1250
Detailed Appraisal - Residential Multi-Family	$1500
Detailed Appraisal - Small Commercial Property	$1500
Detailed Appraisal - Large Commercial Property	$1750-$2500
Detailed Appraisal - Improved Agricultural Property	$1750
Billboard Valuation	$750

Initial Appraisal Review Services	$ / Tract
Compensation Estimate ($10,000.00 or Less)	$500
Detailed Appraisal – Vacant Residential Land	$1000
Detailed Appraisal – Vacant Agricultural Land	$1000
Detailed Appraisal – Vacant Commercial Land	$1000
Detailed Appraisal - Residential Single Family	$1250

Reed & Associates

Detailed Appraisal - Residential Multi-Family	$1500
Detailed Appraisal - Small Commercial Property	$1500
Detailed Appraisal - Large Commercial Property	$1750-$2500
Detailed Appraisal - Improved Agricultural Property	$1750
Billboard Valuation	$750

Appraisal Review Services - Updates	$ / Tract
Compensation Estimate ($10,000.00 or Less)	$250
Detailed Appraisal – Vacant Residential Land	$500
Detailed Appraisal – Vacant Agricultural Land	$500
Detailed Appraisal – Vacant Commercial Land	$500
Detailed Appraisal - Residential Single Family	$625
Detailed Appraisal - Residential Multi-Family	$750
Detailed Appraisal - Small Commercial Property	$750
Detailed Appraisal - Large Commercial Property	$875-$1250
Detailed Appraisal - Improved Agricultural Property	$875
Billboard Valuation	$375

Negotiation Services	$ / Tract

Closing Services	$ / Tract

Relocation Assistance Services	$ / Tract
Business Relocation	
Residential Relocation	
Personal Property Relocation	

Property Management Services	$ / Tract

Eminent Domain/Relocation Proceedings	
Pre-trial Conference (1/2 Day)	$800
Pre-trial Conference (Full Day)	$1600
Expert Witness at Trial/Hearing (1/2 Day)	$800
Expert Witness at Trial/Hearing (Full Day)	$1600

RFP 20-05, Appraisal Services - Proposal Data

Show/Hide | Search

Supplier	Arkansas Secretary of State Filing #
Reed & Associates, Inc. Scorecard Open...	100043307
Rife & Company Appraisers Scorecard Open...	100178957

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Reed & Associates, Inc.

2 Business name/disregarded entity name, if different from above
Reed & Associates, Inc.

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3739 N. Steele Boulevard, Suite 322

Requester's name and address (optional)

6 City, state, and ZIP code
Fayetteville, AR 72703

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
7	1	–	0	5	6	4	8	0	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Katee Hampton | **Date ▶** 12-13-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 20-05, Appraisal Services
DEADLINE: Wednesday April 29, 2020 before 2:00:00 PM, local time
RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Bonfire: 4.6.2020; Ad: 4.8.2020

REQUEST FOR PROPOSAL
RFP 20-05, Appraisal Services

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: Rife & Company Appraisers

Contact Person: Thomas G. Rife MAI, SRA, AI-GRS Title: Owner

E-Mail: tomrife@aol.com Phone: 4799366806 or 4798417856

Business Address: 1001 N Walton Blvd

City: Bentonville State: AR Zip: 72712

Signature: Thomas Rife Date: 04/23/2020

City of Fayetteville, AR
Request for Proposal
RFP 20-05, Appraisal Services

The City of Fayetteville, Arkansas is requesting proposals from qualified firms to provide appraisal services.

To be considered, sealed proposals shall be submitted on the City's electronic procurement software Bonfire, or received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, by **Wednesday April 29, 2020 before 2:00:00 PM,** local time. No late submittals shall be accepted.

Project documents & addendums can be obtained by request from the City of Fayetteville via request from Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or (479)575-8220. The invitation to bid, documents, and addenda issued will be made publically available at https://fayetteville-ar.bonfirehub.com/portal/?tab=openOpportunities . All questions regarding the process should be directed to Les McGaugh.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE, AR

By: Les McGaugh
Title: Purchasing Agent
Bonfire: 4.6.2020; Ad: 4.8.2020

SECTION:	PAGE NUMBER
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Advertisement	02
SECTION A: General Terms & Conditions	04
SECTION B: Vendor References	14
SECTION C: Scope of Services and General Information	15
SECTION D: Submittal Signature	21

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner.

b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.

c. The complete fee and cost to the City for all services outlined in this RFP.

d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

e. SUBMISSION PROCEDURES:

i. Electronic Submission: The vendor should register at https://fayetteville-ar.bonfirehub.com/portal/?tab=openOpportunities and submit all required documents according to the website instructions. Electronic copies shall not be submitted via e-mail to City employees by the Proposer

ii. Physical Sealed Submission: All Proposers shall submit six (6) identical sets of the proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. **The electronic copy shall be identical to the original papers submitted inclusive of City forms for completion**.

f. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposers will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

g. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

h. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

j. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

k. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

l. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

3. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City reserves the right to select the proposal it believes will serve the best interest of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request for proposal.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

9. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

12. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

13. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

14. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

15. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

16. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

17. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

18. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

19. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

20. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

21. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

22. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City

of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

23. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

24. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

25. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

26. OTHER GENERAL CONDITIONS:

a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

d. If products, components, or services other than those described in this solicitation document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. **Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to result in all Proposers being on equal terms.**

f. Any inquiries or requests for explanation in regard to the City's requirements shall be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law in Washington County. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency

should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

27. CONTRACT REQUIREMENTS: Any contract between the successful proposer and the City shall include the following:

a. Indemnification: The awarded Proposer shall indemnify and hold harmless City of Fayetteville and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful Proposer and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable. In any and all claims against City of Fayetteville or any of their agents or employees, by any employee of the successful Proposer, directly or indirectly employed by him/her, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Proposer or under the Workers' Compensation Acts, Disability Benefits Acts or other employee benefits acts.

b. Suspension or Termination of Services: City of Fayetteville or awarded Proposer shall have the right to terminate this agreement at any time upon thirty (30) days advance written notice to the other party of its intention to terminate.

c. Laws and Regulations: The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

i. Proposer shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify City of Fayetteville and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Proposer.

d. Assignments: The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed

that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

e. Insurance: The successful Proposer shall not commence work under this contract until all insurance described below has been obtained, certificate listing the City as an additional insured, and such insurance has been approved by City of Fayetteville. Premiums for all insurance policies required shall be the responsibility of the Proposer. It is the City's intent to be listed as an additional insured with the final Proposer after contract award. **Proposer should submit current insurance coverages with RFP submittal.**

f. Payments: If the Consultant has made application for payment as above, the Project Manager will issue a request for payment to the Accounting Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a payment. The City intends to pay accepted invoice within thirty (30) calendar days. No payment shall constitute an acceptance of any services not in accordance with the Contract Documents.

   i. Final payment: Upon receipt of written notice from the Consultant that all contracted services are complete, the Project Manager will, within a reasonable time, review all services and reports. If the Project Manager finds the services and reports of the Consultant complete and acceptable in accordance with the provisions of the Contract Documents, s/he shall, within a reasonable time, process a pay request so that final payment can be made. The acceptance of final payment shall constitute a waiver of all claims by the Consultant except those previously made in writing and still unsettled.

g. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

h. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

28. APPENDIX DOCUMENTS: The appendix documents below are included as part of this RFP:

N/A

City of Fayetteville
RFP 20-05, Appraisal Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Rife & Company Appraisers

NUMBER OF YEARS IN BUSINESS: 47 HOW LONG IN PRESENT LOCATION: 10 yrs

TOTAL NUMBER OF CURRENT EMPLOYEES: 3 FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 3 FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Benton County Assessor
COMPANY NAME

Bentonville, AR 72712
CITY, STATE, ZIP

Roderick Grieve
CONTACT PERSON

479-271-1037
TELEPHONE

FAX NUMBER

Roderick.Grieve@BentonCounty.gov
E-MAIL ADDRESS

2. Coates
COMPANY NAME

Oklahoma City, OK 73125
CITY, STATE, ZIP

Carl Wittkorn, Right-of-Way Agent
CONTACT PERSON

4174293916
TELEPHONE

FAX NUMBER

cwittkorn@hotmail.com
E-MAIL ADDRESS

3. Allgeier, Martin & Associates, Inc
COMPANY NAME

Joplin, MO 64803
CITY, STATE, ZIP

Darrell G. Wilson, SRWA
CONTACT PERSON

417-680-7251
TELEPHONE

FAX NUMBER

Darrell.Wilson@AMCE.com
E-MAIL ADDRESS

4. City of Fayetteville
COMPANY NAME

Fayetteville, AR 72701
CITY, STATE, ZIP

Holly Jones, Land Agent
CONTACT PERSON

479-444-3414
TELEPHONE

FAX NUMBER

HJones @fayetteville-ar.gov
E-MAIL ADDRESS

1. **PURPOSE**: The City of Fayetteville, Arkansas is accepting proposals from qualified licensed appraisers and/or firms specializing in the appraisal of real property for the City on as needed basis. The City intends to select one or more licensed professionals on contract for real property appraisal and easement acquisition services.

   The primary need for appraisals is related to land acquisition (including easements), however appraisals for other reasons may also be conducted under the resulting contract. The successful firm(s) shall provide all labor, supervision, and materials required to perform the appraisal work. In addition, the successful firm(s) shall provide consulting work as it relates to real estate appraisal services, as needed.

   The City intends to award a one (1) year contract with up to four (4) additional one (1) year renewal periods. It is the City's intent to award contracts to a pool of providers for these services, while establishing a primary firm, secondary firm, etc. Firms may submit proposals for residential appraisal services and/or commercial appraisal services. The number of firms awarded will depend on the quality and quantity of proposals received.

   Upon the established need for the City to conduct an appraisal or easement acquisition, the City will contact the primary vendor first, secondary vendor next, etc. Each project will vary depending on need. The City reserves the right to use other third parties if the City determines that it is in its best interest to do so. The City also reserves the right to hire as many appraisers as it deems appropriate for a specific project.

   It is the City's intent for this RFP to permit competition. It shall be the Proposer's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than seven (7) calendar days prior to the deadline set for proposal response.

   Questions from interested parties shall be submitted to Les McGaugh, City Purchasing Agent, no later than 4:00 PM, Thursday January 18, 2018 via e-mail to lmcgaugh@fayetteville-ar.gov.

2. **MINIMUM REQUIREMENTS**: The City of Fayetteville requires Proposers to meet all the following minimum requirements listed below. Proposers must demonstrate capacity and available resources to provide the materials and services as described and offered under the appraisal industry.

   - be properly licensed with the Arkansas Appraiser Licensing & Certification Board;
   - be properly licensed with the Arkansas Secretary of State; and
   - be able to obtain insurance coverage of $1 million General Liability and $1 million Professional Liability, per occurrence

3. **PROPOSAL SUBMITTAL REQUIREMENTS**: The Proposer is responsible for providing sufficient detail and supporting documentation, where applicable, in the proposal. The City is not obligated to and will not reimburse any Proposer costs incurred in the preparation and submission of proposals. Each proposal must contain the following elements.

a. A minimum of three (3) references with which a proposed team member individually and/or Proposing firm has previously conducted business. Include the names, addresses, and telephone numbers of each agency's representative. References from governmental agencies are preferred.

b. A brief summary describing the process employed by your company when appraising fee simple title and easement interests in a property for a governmental agency.

c. Ability to meet/exceed scope of services contained herein

- Provide an overview of firm's current workload
- What priority will be assigned to City projects?
- Describe the staffing available to respond to City's requests on an as needed basis. Describe how your firm will respond to "as needed" projects.
- Describe your firm's past experience meeting required timelines and deadlines. In some instances, time is of the essence where situations exist to expedite appraisals. Explain how these instances would be addressed.
- Describe in detail any potential conflicts of interest your firm may have if awarded this contract.

d. Related experience and credentials of the firm and the individuals to conduct appraisals.

- All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of work performed. Failure to include references may be cause for rejection of proposal as non-responsive.
- A history of experience in providing appraisal services to state and local governments within the greater Northwest Arkansas area, specifically regarding the acquisition of fee title or easements for right-of-way purposes, public open space, public facilities, or public access.
- List key professional staff to be assigned work under this contract and describe their experience as team members, emphasizing their experience in working with similar projects and local governments.
- Include a narrative of the typical appraisal procedure used in determining property valuation and a sample appraisal report
- Arkansas Real Estate Appraiser license number; and
- A listing of any violations of the Appraisal Act or governing standards found justified by the Arkansas Appraiser Licensing and Certification Board within the past ten (10) years or since 1/1/2010.

e. The name of one individual who will act as coordinator or primary contact for Consultant to resolve any and all issues that may arise during the term of the contract.

4. **SCOPE OF WORK**: The scope of work in this section has been provided to communicate what the City believes is critical for the success of ongoing needs. The City invites Proposers to provide different approaches as appropriate based on services offered. Proposers are invited to include all strategies and processes listed below, or only to those specific to the proposing firm.

a. Real estate appraisal services on an as needed basis throughout the Contract period.

b. Cost estimate for the requested appraisal report based on contracted rates within time agreed upon with the City.

c. Proposer(s) shall disclose any potential conflict of interest that it may have prior to commencing any appraisal services

d. Work conducted shall conform to the latest edition of the nationally recognized Uniform Standards of Professional Appraisal Practice (USPAP) and the most recently established Rules and Regulations of the State of Arkansas Appraiser Licensing and Certification Board.

e. Begin work after the receipt of a City issued Purchase Order,

f. Each appraisal report shall be delivered to the City within the agreed upon schedule after authorization to proceed

g. Deliver all requested work within twenty-one (21) calendar days unless specifically agreed to otherwise in writing by the City.

h. Provide any other needed real estate appraisal consulting services to the City as requested.

i. All appraisal reports should be available upon request as deemed necessary to complete an individual project by the City. Details in reports shall be industry standard or as agreed upon with the City for each project.

- Determining values related to a proposed right of way
- Determining values of permanent utility easements, temporary and construction easements
- Determining values of other damage as the result of City land acquisition
- Before and after appraisals
- Fee simple, easement, etc

5. **PROPOSED FEES**: Provide a description of how fees would be charged (e.g., by the hour, per service, etc.) and the offered fees to provide the services offered. Proposed prices and fees shall include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in the RFP response will not be allowed. All prices and fees must be in U. S. dollars.

- If offering services at an hourly rate, list any differing hourly rates for each type of service such as residential appraisal, commercial or industrial appraisal, or by staff member if rate is different for each.
- State whether hourly rates include all costs to the City or itemize and price any other charges not included in the hourly rates.
- If offering prices "per service" or by some other method, itemize and price each type of service and/or all costs to the City to perform the appraisal as specified.
- Itemize and price any new or additional service not previously listed but offered as regular and routine services.

a. Fees proposed are extremely important; however, fees will not be the determining factor in the selection process. It is not the intent of the City of Fayetteville to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

b. City of Fayetteville shall not be liable for any expense incurred while preparing a response to this document. In addition, City of Fayetteville shall reserve the right to accept any part or the Proposer's entire fee schedule and to negotiate any charges contained therein, unless otherwise qualified by the Proposer.

6. PROPOSAL CONTENT:

a. Proposals shall be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty- five (25) pages or less,

excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville

b. All Proposers shall submit six (6) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. The electronic copy submitted shall be contained into one electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

7. NEGOTIATIONS: If the negotiation produces mutual agreement, one or more contracts could be considered for approval by the City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

8. SELECTION CRITERIA: The following criteria will be used by the committee to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the committee to thoroughly evaluate and score the proposal. City of Fayetteville reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with a selected Proposer. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm for each process or strategy, per the evaluation criteria listed below, based on the evaluation and voting of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation, be interviewed or submit best and final offers. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

   1) 30% - Qualifications in Relation to Specific Project to be Performed: Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with RFP response.

   2) 25% - Experience, Competence, and Capacity for Performance: Including information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.

   3) 20% - Proposed Method of Doing Work: A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.

   4) 15% - Past Performance: Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with other governmental agencies, and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm shall provide a list of similar jobs performed and person whom the City can contact for information.

   5) 10% - Cost and Fees: Proposer shall provide a total listing of any fee the City could be charged. A fee shall be included for the presented scope of work as well as any other additional fee. All fees shall be clearly identified with RFP response and be itemized as much as possible.

9. RENEWABLE TERMS: The initial term of this Agreement shall be for one (1) year. The Agreement shall automatically renew for up to four (4) additional one (1) year terms unless either party provides notice of non-renewal at least thirty (30) days prior to the end of a term. Annual renewals shall be subject to annual budget approval by the City Council.

City of Fayetteville
RFP 20-05, Appraisal Services
SECTION D: Signature Submittal – Required with all responses

Proposers shall include this form completed in its entirety with RFP response. This form shall not count towards page limitations set forth in the RFP.

1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____✓_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain):_____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Corporate Name of Firm: Rife & Company, Inc.

Primary Contact: Thomas G. Rife Title of Primary Contact: Owner

Phone#1 (cell preferred): 479 936 6806 Phone#2: 479 841 7856

E-Mail Address: tomrife@aol.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Thomas G. Rife	04/24/2020

4. PRICING:
Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:
As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: Rife & Company, Inc.

PHYSICAL ADDRESS: 1001 North Walton Boulevard, Bentonville, AR 72712

MAILING ADDRESS: 1001 North Walton Boulevard, Bentonville, AR 72712

PRINTED NAME: Thomas G. Rife MAI, SRA, AI-GRS

PHONE: 479-273-7406 or 479-936-6806 FAX: _____

E-MAIL: tomrife@aol.com

SIGNATURE: Thomas Rife

TITLE: Owner DATE: 04/24/2020

DUNS#: 82-749-2620 TAX ID: 71-0838415

SECTION D: Signature Submittal – Required with all responses

Proposers shall include this form completed in its entirety with RFP response. This form shall not count towards page limitations set forth in the RFP.

1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____✓_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain):_____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Corporate Name of Firm: Rife & Company, Inc.

Primary Contact: Thomas G. Rife Title of Primary Contact: Owner

Phone#1 (cell preferred): 479 936 6806 Phone#2: 479 841 7856

E-Mail Address: tomrife@aol.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Thomas G Rife	04/24/2020

4. PRICING:
Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:
As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: Rife & Company Appraisers

PHYSICAL ADDRESS: 1001 North Walton Boulevard, Bentonville, AR 72712

MAILING ADDRESS: 1001 North Walton Boulevard, Bentonville, AR 72712

PRINTED NAME: Thomas G. Rife MAI, SRA, AI-GRS

PHONE: 479 936 6806 FAX: _____

E-MAIL: tomrife@aol.com

SIGNATURE: Thomas Rife

TITLE: Owner DATE: 04/24/2020

DUNS#: 82-749-2620 TAX ID: 71-0838415

City of Fayetteville
RFP 20-05, Appraisal Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Rife & Company Appraisers

NUMBER OF YEARS IN BUSINESS: 47 HOW LONG IN PRESENT LOCATION: 10

TOTAL NUMBER OF CURRENT EMPLOYEES: 3 FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 3 FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Benton County Assessor
COMPANY NAME

Bentonville, AR 72712
CITY, STATE, ZIP

Roderick Grieve, Benton County Assessor
CONTACT PERSON

479-271-1037
TELEPHONE

_____
FAX NUMBER

Roderick.Grieve@BentonCounty.gov
E-MAIL ADDRESS

2. City of Fayetteville
COMPANY NAME

Fayetteville, AR 72701
CITY, STATE, ZIP

Holly Jones, Land Agent
CONTACT PERSON

479-444-3414
TELEPHONE

_____
FAX NUMBER

HJones @fayetteville-ar.gov
E-MAIL ADDRESS

3. Coates
COMPANY NAME

Oklahoma City, OK 73125
CITY, STATE, ZIP

Carl Wittkorn, Right-of-Way Agent
CONTACT PERSON

4174293916
TELEPHONE

_____
FAX NUMBER

cwittkorn@hotmail.com
E-MAIL ADDRESS

4. Allgeier, Martin and Associates, Inc
COMPANY NAME

Jopplin, MO 64803-2627
CITY, STATE, ZIP

Darrell G. Wilson, SRWA
CONTACT PERSON

417-680-7251
TELEPHONE

_____
FAX NUMBER

Darrell.Wilson@AMCE.com
E-MAIL ADDRESS

RIFE AND COMPANY
APPRAISERS / CONSULTANTS

1001 N. Walton Blvd
Bentonville, AR 72712

Office: (479) 273-7406
Fax: (479) 273-0078

rifeandcompany@cox-internet.com
www.rifeandcompany.com
Thomas G. Rife, MAI, SRA, AMD E-mail- Tomrife@aol.com
Howard L. Dover Jr Email- howie76@cox.net

WHO WE ARE

Rife and Company is a full service real estate appraisal and consulting company serving Northwest Arkansas for over 46 years. Mr. Thomas Rife, the owner, is a native of Bentonville and has been applying his extensive knowledge of this area in valuations since 1973. We are committed to prompt, professional, and courteous service. We offer a quality appraisal report that meets all industry standards.

We are not tied to any influences, vendors or institutions in any way. Our recommendations and work are solely driven by your needs and are implemented in an objective and ethical manner. We are governed, supervised and accountable to numerous State, Federal and Professional regulatory agencies and organizations. No other professional group in real estate is held as accountable for objectivity as appraisers.

SERVICES

Rife and Company provides high quality valuation and consulting services on residential and commercial real estate in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), Appraisal Institute Professional Code of Ethics, as well as applicable government regulations (e.g. FIRREA) and client standards. We can provide Complete and Limited appraisals presented in Self-Contained, Summary or Restricted Use report formats depending on your needs.

Our consulting services strive to provide personalized and timely economic market and development services in an environment of rapid change and increased complexity. Our services include but are not limited to:

- Market Research and Economic Analysis
- Feasibility Analysis / Studies
- Litigation Support
- Business and Strategic Planning

For over 46 years, Rife and Company has provided clients with valuable and Innovative solutions tailored to their unique needs. Contact us today and allow us to put our extensive knowledge to work for you.

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www.rifeandcompany.com rifeandcompany@cox-internet.com

OUR TEAM

Mr. Thomas G. Rife is the owner and President of Rife and Company. He is a Member of the Appraisal Institute (MAI), Senior Residential Appraiser (SRA), Appraisal Institute General Review Specialist (AI-GRS) and a Certified General Appraiser in Arkansas, Missouri and Oklahoma. He has been involved in the valuation of real estate in Northwest Arkansas since 1973 and has completed appraisals of single and multi-family residential, industrial, and commercial, office, shopping centers, retail, raw land, farm, timeshare properties, ranch and condemnation. His knowledge has also been sought in court testimony in Bankruptcy, Federal and District Court for single and multi-family residential, office, and real estate tax rebate. A devoted member of the community, Mr. Rife has served in the following positions: former chairman and current member of the Bentonville planning commission, former chairman and advisor to the Community Development Corporation, former chairman and member of the Board of Directors of the Bentonville Chamber of Commerce and member of the Peel House Foundation. Mr. Rife graduated from the University of Arkansas, Fayetteville, with a Bachelors Degree in Speech and is a graduate of Harvard University's Graduate School of Design-Advanced Management Development Program in Real Estate.

Mr. Howard Dover is the Director of Information and a state licensed residential appraiser for Rife and Company. He specializes in residential and small commercial properties. He maintains the information systems and ensures that Rife and Company maintains the most up to date technology to meet the client's needs. He is currently working towards his Certified General appraisal certification and SRA designation from the Appraisal Institute. Mr. Dover has his bachelors Degree in Organizational Business Management from John Brown University.

EXPERIENCE

Rife and Company has provided services to the following clients:

Arkansas National Bank, Bentonville, AR
Arkansas National Bank, Rogers, AR
Arvest Banking Group, Lowell, AR
Arvest Bank of Bentonville, Bentonville, AR
Bank of America, Oklahoma City, OK
Bank of America, St. Louis, MO
UST, Inc. New York, New York
First National Bank & Trust Co., Rogers, AR
FirstBank, Minneapolis, MN
Federal National Mortgage Company, Dallas, TX
FDIC, Houston, TX
First Western Bank and Trust, Rogers, AR
GMAC Mortgage Corporation, Elkins Park, PA
GMAC Mortgage Corporation, Rogers, AR
Citicorp Mortgage, St. Louis, MO
U.S. Property & Appraisal Co., Pittsburgh, PA
State Bank, Tulsa, OK
Springdale Bank & Trust Co., Springdale, AR
United Federal Savings Bank, Springdale, AR
Bank of Rogers, Rogers, AR
Farmers and Merchants Bank, Rogers, AR
Advantage One Mortgage Co., Bentonville, AR
Advantage One Mortgage Co., Tulsa, OK
Express America Mort. Corp, Scottsdale, AZ
Superior Federal Bank, Fayetteville, AR
Superior Federal Bank, Ft. Smith, AR
Thompson Mortgage Co., Bentonville, AR
Citizens Bank of Northwest Ark., Rogers, AR
Pulaski Bank and Trust, Little Rock, AR
Metmor Financial, Inc., Overland Park, KS
Mercantile Bank, Jonesboro, AR
Regions Bank, Bentonville and Fayetteville, AR
Community Bank of NW Arkansas. Rogers, AR
Nationsbank, Fayetteville, AR
Nationsbanc Mortgage Co., Little Rock, AR
Bank of Arkansas, Bentonville, AR
Bank of Oklahoma, Tulsa, OK
CommonPoint Mortgage, Grand Rapids, MI
At Home Mortgage Company, Rogers, AR
Arvest Trust Company, N. A., Lowell, AR
Walton Enterprises, Bentonville, AR
City of Rogers, AR
City of Bentonville, AR
City of Pea Ridge, AR
Wal*Mart Inc., Bentonville, AR

Apollo Coatings, Rogers, AR
United State Postal Service, Denver, CO
Trammell Crow Company, Denver, CO
FAA, Oklahoma City, OK
Shearson/Lehman AmEx, New York, NY
Shaka Investments, Inc., Honolulu, HI
State of Arkansas-Department of Parks and Tourism, Little Rock, AR
David Glass, Bentonville, AR
Coffelt, Burrow, and Sawyer, Attorneys-at-Law, Bentonville, AR
Ralph Dunn, Bentonville, AR
Jim C. Walton, Bentonville, AR
James L. “Bud” Walton Trust and Estate, Bentonville, AR
Sam M. Walton Estate, Bentonville, AR
United Companies, Baton Rouge, LA
Chevron Corporation, San Ramon, CA
McDonalds Corporation, Denver, CO
Dossey & Reeves-Attorneys, Bentonville AR
Northwest Arkansas Regional Airport Commission, Fayetteville, AR
The Walton Foundation, Bentonville, AR
Benton-Washington County Water Association, Fayetteville, AR
Nestle USA Relocation Center, Glendale, CA
Old Farm LLC, Bentonville, AR
CTS Relocation, Plymouth MN
WHR Relocation, Lombard, IL
PHH Homequity Relocation, Concord, CA
Prudential Relocation, Shelton, CT
Wal*Mart Realty, Inc., Bentonville, AR
TCA Cablevision, Springdale, AR

ONLINE SERVICES

Rife & Company implements the latest technology. Using tools like our web site www.rifeandcompany.com- complete with the ability to order appraisals on-line – allows clients to shave valuable time off the process of ordering and tracking appraisals. Technologies like a la mode's net.X network are advancing this concept even further, giving its users the ability to not only order appraisals, but track their progress all the way until delivery. With this technology we are able to streamline the appraisal process and offer time saving services such as:

- Online ordering
- Online order management
- Online tracking/status
- Faxes automatically generated and sent once your online order is processed.

Our online ordering process is simple.

1. Log on to our website at www.rifeandcompany.com.
2. Click on the Order Appraisal button on the left hand pane.
3. Mark the “I don’t currently have an account, create one for me” toggle.
4. Fill out the information asked in the previous section and click next.
5. Fill in the information about the property and assignment and click next to process your appraisal order.
6. Then your order will be sent through the system to our account manager and sent to our fax machine to confirm your order.

Checking status

1. Log on to our website at www.rifeandcompany.com .
2. Click on the Client logon button on the left hand pane.
3. Mark the “I already have an account” toggle.
4. Type in your username and password that you created the first time you signed up.
5. Then you will be ready to check the status of a report or have access to previously finished appraisals.

For more information you can contact us at our office (479)273-7406 and we will help you with any of your problems or you can login to our website at www.rifeandcompany.com for more contact information.

FEE SCHEDULE

Thomas G. Rife MAI/SRA/AI-GRS CGO#0354-Arkansas Certified General Appraiser

Howard L. Dover, Jr. Appraiser/Computer Technician and Office Manager
State Licensed SL#2604

This fee schedule is effective as of January 1, 2019. All reports will be completed in conformance with the Standards of Professional Practice of the Appraisal Institute and The Appraisal Foundation, applicable state laws, and subject to your underwriting guidelines and review. Please be aware that this appraisal firm has appraisers who are licensed and service the following locations: the State of Arkansas, the State of Oklahoma, and the State of Missouri, and our state license numbers and certifications are furnished above. We are also capable of appraisal, real estate feasibility analysis and real estate economic consulting throughout the United States. Each report will comply with Title XI of the Financial Institution Reform and Recovery Enforcement Act of 1989 (FIRREA). This fee schedule is subject to change upon written notice. The following fee schedule includes one copy of the written single family and commercial appraisal report and all related documents, including a market study supporting marketing time for the subject property, when necessary. We understand the importance of a prompt turnaround time and that is why we have made the process easier from your end through on-line ordering capability and EDI document delivery. We will make every effort to work with you and meet your deadlines. If your company has emergency needs, please call us. Construction inspections will be completed on the basis of a 24 hour turnaround time.

Call us for a discount for bulk construction inspections/appraisal services or with any questions about your valuation problems or needs.

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Office: (479) 273-7406 ● Fax: (479) 273-0078
www.rifeandcompany.com rifeandcompany@cox-internet.com

FEE SCHEDULE

We will not participate in "DRIVE BY" Appraisal Reports	
Construction Inspections (Including Commercial)	$100.00
Final Inspections (Including Commercial)	$100.00
FNMA 2075 Property Inspection Report	$200.00
FHLMC 2055 Quantitative Analysis Appraisal Report	$400.00
FNMA 2065 Qualitative Analysis Appraisal Report	$300.00
FHLMC 2070 Condition and Marketability Report	$150.00
Land Report (Under Deminimus-Residential)	$350.00
Land Report (Over Deminimus Commercial)	$Call for Quote
Single Family Appraisal under the Deminimus Level of $350,000 Uniform Residential Appraisal Report (URAR) Bentonville-Bella Vista-Rogers-Springdale-Fayetteville-Lowell (Non-lake properties)	$450.00
Rest of Benton County and Northern Washington County	$475.00
Travel Fee (remote areas in Benton and Washington County)	$50.00
Extra Copies (2 hard copies and 1 digital copy is standard)	$50.00 per copy
Single Family Appraisal over the Deminimus Level of $350,000 Call for quote	
ERC Relocation Appraisal	$700
Secondary Market Field Review (Residential)	$450.00
Multifamily Residential Appraisal	
2 to 4 units	$600.00 to $700.00
5 to 12 units	$800.00 to $1200.00
13 to 20 units	$Call For Quote
Summary Narrative Commercial Report	Call for Bid
Self Contained Narrative Appraisal Report (Full FIRREA compliance)	Minimum price of $7,500-Call for Bid

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www.rifeandcompany.com rifeandcompany@cox-internet.com

Consultation including professional testimony and litigation services is available.
Fees for Tom Rife are $175.00 per hour with a 4 hour minimum. Fees for Howard Dover are $100 per hour with a 2 hour minimum. Please call for initial discussion.

We look forward to working with you and solving all your valuation problems and needs. Please call to discuss bulk discounts and how to streamline your appraisal process through our on-line capabilities.

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www.rifeandcompany.com rifeandcompany@cox-internet.com

QUALIFICATIONS OF THE APPRAISER

THOMAS G. RIFE, MAI, SRA, AMD,AI-GRS

Name: Thomas G. Rife, MAI, SRA, AMD,AI-GRS
Arkansas State Certified General Appraiser CG#0354
Missouri State Certified General Appraiser # 002432

Education: University of Arkansas (Fayetteville), B.S.E. Degree in Speech-1973; Successfully completed Appraisal Institute courses 1-A, 1-B, II, IV, VIII, 550 as well as Business Valuation, Standards of Professional Practice, 1994, 1998, 2003 and various seminars; Graduate Degree, July -2002-2003 - Harvard University, Graduate School of Design-Advanced Management Development Program in Real Estate (AMD).

Experience: Instructor, University of Colorado, Real Estate Appraisal and Valuation-1984-1986; Past Instructor, Cooperative Real Estate Certificate Program, sponsored by the University of Colorado and the Colorado Association of Realtors, 1984-86. Instructor-Northwest Arkansas Community College-1997-1998; Instructor-1999 and 2001-Northwest Arkansas Appraisal Section-Uniform Standards of Professional Practice.

Appraisals of single and multifamily residential, industrial, commercial, professional office, shopping centers, retail, raw land, farm, timeshare, ranch and condemnation; Expert witness testimony in Bankruptcy, Federal and District Courts in Arkansas, Colorado, Hawaii, and Texas. Consultant/Feasibility analyst with experience in Arkansas, Missouri, Oklahoma, Florida, Indiana, Hawaii, Missouri, New Mexico, Oklahoma and Oregon. Employment: Owner, Rife & Company, Bentonville, Arkansas, July, 1989 to present. Owner, Rife & Company, Denver, Colorado, July 1981 to July 1989; Ginther-Wycoff Group, Denver, Colorado, May, 1983 to June 1984. Independent Fee Appraiser, Associate Appraiser, Appraisal Services, Boulder, CO., June 1981 to September, 1982. Appraiser, Thompson Company/Rife & Company, Rogers, Arkansas, February 1973 to June 1981.

Organizations: Member of the Appraisal Institute (MAI) - Certificate #6737; **Senior Residential Appraiser (SRA)**, Certificate #1024; **Appraisal Institute General Review Specialist (AI-GRS),** Member, Board of Realtors, Bentonville, AR; Affiliate Member, Rogers, AR Board of Realtors; President-Arkansas Appraisers Association 2006-2007. Member -- **Arkansas Appraiser Licensing and Certification Board – March, 2008 to present; Vice Chairman – 2009; Chairman – 2010 and 2011.**

APPROVED LENDER'S LIST

Iberia Bank, Bentonville, AR, Rogers, AR and Little Rock, AR
Arvest Bank of Benton County, Rogers and Bentonville, AR
Arvest Banking Group, Lowell, AR
UST, Inc. New York, New York
FirstBank, Minneapolis, Minnesota
Federal National Mortgage Company, Dallas, Texas
Federal Deposit Insurance Corporation, Houston, Texas
First Western Bank and Trust, Rogers, AR
GMAC Mortgage Corporation, Elkins Park, PA and Rogers, AR
Citicorp Mortgage, St. Louis, Missouri
BankofAmerica, Oklahoma City, OK and St. Louis, MO
Arvest State Bank, Tulsa, Oklahoma
United Bank, Rogers and Springdale, AR
First National Bank of Rogers, Rogers, AR
Chambers Bank of Northwest Arkansas, Rogers, AR
Simmons First National Bank, Bentonville and Rogers, AR
Mercantile Bank, Jonesboro, AR
REGIONS BANK, Bentonville, Rogers and Fayetteville, AR
Chambers Bank of North Arkansas, Rogers, and Fayetteville, AR
BANK OF ARKANSAS, Bentonville, AR
BANK OF OKLAHOMA, Tulsa, OK
Review Appraiser - 2005, ARVEST BANK Bentonville, AR
Liberty Bank of Arkansas, Bentonville, AR

DEVELOPERS AND OTHER CLIENTS

Arvest Trust Company, N.A., Rogers, Bentonville, Lowell, AR
Walton Enterprises, Bentonville, AR
City of Rogers, AR
City of Bentonville, AR
Limestone Development, Dallas, Texas
City of Pea Ridge, AR
Wal*Mart, Inc. Bentonville, AR
Apollo Coatings, Rogers, AR
United States Postal Service, Denver, CO and Oklahoma City, OK
Trammell Crow Company, Denver, CO
Federal Aviation Administration, Oklahoma City, Oklahoma
Shearson/Lehman American Express, New York, NY
George Westmoreland, Rogers, AR
Shaka Investments, Inc., Honolulu, Hawaii
State of Arkansas-Department of Parks and Tourism, Little Rock, AR
David Glass, Bentonville, AR
Coffelt, Burrow, and Sawyer, Attorneys-at-Law, Bentonville, AR
Jim C. Walton, Bentonville, AR

James L. "Bud" Walton Trust and Estate, Bentonville, AR
Sam M. Walton Estate, Bentonville, AR
Old Farm, LLC, Bentonville, AR
WalMart Stores, Inc., Bentonville, AR
WalMart Realty, Bentonville, AR
United Companies, Baton Rouge, LA
Chevron Corporation, San Ramon, CA
McDonalds Corporation, Denver, CO. and Chicago, IL.
Benton County Assessor's Office, Bear Chaney, Assessor, Bentonville, AR
Dossey and Burke-Attorneys-at-Law, Bentonville, AR
Glen Kelley, Attorney-at-Law, Rogers, AR
Downtown Bentonville, Inc.
Northwest Arkansas Regional Airport Authority, Fayetteville, AR
The Walton Foundation, Bentonville, AR
Benton-Washington County Water Association, Fayetteville, AR
Nestle USA Relocation Center, Glendale, CA
WHR Relocation, Lombard, IL
PHH Homequity Relocation, Concord, CA
Prudential Relocation, Shelton, CT
TCA Cablevision, Springdale, AR
Wal*Mart Realty, Inc., Bentonville, AR
Washington Regional Medical Services, Fayetteville, AR
Kyle Heffley, Attorney-at-Law, Mitchell Williams Law Firm, Rogers, AR
Jack Butt, Attorney-at-Law, Fayetteville, AR
Jim Lingle, Lingle Law Firm, Rogers, AR
Glen Kelley, Kelly Law Firm, Rogers, AR

CIVIC INVOLVEMENT

Member, Bentonville Planning Commission, 1991 to 1996, Vice Chairman-1994, Chairman-1995, Bentonville, AR; 1997 to 2007. Chairman - 2000, 2003, and 2007; Advisor to Community Development Corporation, 1991 to present. Past Member, Board of Adjustments, City of Rogers, AR. - 1980; Bentonville Chamber of Commerce- 1999 to current date; Arkansas Community of Excellence Program, 1993-94. Co-Chairman of ACE Advisory Board; Board of Directors, Bentonville Chamber of Commerce, 1994-2000; Secretary-Treasurer 1996-97; Vice-Chairman-1998; Chairman-1999. Member, Bentonville Downtown Leadership, 1996-99, Bentonville, AR; Chairman of the Board of Trustees, First United Methodist Church, Bentonville, AR; 1994-1997; Lay Leader - 1999; Living Waters United Methodist Church-Founding Member 2006 to present; Benton County Habitat for Humanity Board Member 2006-2010. US 71 Corridor Advisory Council, City of Bentonville, 1996-Present.

RIGHT OF WAY EXPERIENCE

State of Arkansas Parks and Tourism acquisition of Jeske Estate for Hobbs State Park - Parcel was 200 acres bordering the War Eagle River; City of Bentonville-78 ROW parcels for B-200 water line-2003; City of Rogers-Widening and ROW purchase for South 26th Street-Noland Property-2006; City of Rogers-Widening of Dixieland Road-One parcel for litigation purpose-1999; City of Rogers-Widening of Olive Street-Two parcels for litigation purpose; 1996-1999; Rogers Airport-Carter Field-acquisition and air rights valuation-Steve Glass – City of Rogers, AR. Review Appraiser-Benton/Washington County Water Authority for the

TWO TON LOOP which was a 432-parcel high-pressure water line-1996-1997. Review Appraiser-City of Mena, Arkansas Airport Expansion; 7 parcel expansion and air rights-1997-1998; City of Bentonville, AR-Widening of Arkansas Highway 72 East-4 parcels- 1997; Northwest Arkansas Regional Airport Authority-Full takings and partial takings for the Northwest Arkansas Regional Airport; 48 parcels with O.R. Colon; 1995-1996, 2000; Review Appraiser- City of Bentonville, AR-Water and sewer easements for sewer expansion; 175 parcels- 1994-95; City of Longmont,

Colorado-Widening of Hover Road; 42 parcel street widening project-1984-6. Projects completed for the City of Rogers, AR in the past 10 years include Widening of Dixieland Road-1 Parcel-1999; Widening of Olive Street-2 parcels-1996-1999; Purchase of Hangar at Carter Field/leasehold analysis-1999; Review appraiser for Universal Field Services for 2 parcels in valuation of air rights and ROW acquisition for 2 parcels – 2007; In 1989 Rife and Company assisted the City of Rogers in acquisition of air rights for 38 parcels for ILS system.

Contact Information:
Thomas G. "Tom" Rife MAI, SRA, AMD
Rife and Company
1001 North Walton Boulevard
Bentonville, AR 72712
479 273 7406 (office)
479 936 6806 (cell)
tomrife@aol.com

References furnished upon request

Projects completed for the City of Rogers, AR in the past 10 years include 1) Widening and relocation of South 26th Street-Noland Property – 2006; 2) Widening of Dixieland Road-1 Parcel-1999; 3) Widening of Olive Street-2 parcels-1996-1999; Purchase of Hangar at Carter Field/leasehold analysis-1999; Compensation; Review appraiser for Universal Field Services for 2 parcels in valuation of air rights and ROW acquisition for 2 parcels – 2007.

Projects for clients include Leasehold estate for Airport Hanger for George Westmorland – 2009;
Highway taking - AHTD vs. Boling-2010; Highway taking – AHTD vs. Pinnacle Bank- 2009-2010; Highway taking - AHTD vs. Lawco – 2008.

Howard L. Dover Jr.

1521 NE Young Ave. / Bentonville, AR 72712
Howie76@cox.net / 479-841-7856

PROFESSIONAL HISTORY

2000-Current Rife & Company Appraisers **Bentonville, AR**
Arkansas State Licensed Real Estate Appraiser-
Residential, Relocation, Estate, Litigation and Commercial
Research and Analysis

- Research and analyze market data to establish highest and best use of property and to determine requested value
- Collect income and rental data to develop market value based on income analysis and to determine current market rental rates
- Property inspection to establish accurate square footage and property condition

Reporting

- Create appraisal reports for client to include
  - Floor Plan (created in Apex & Alamode software)
  - Comparable property sales
  - Property value
  - Economic data about the market area and demographics
  - Reporting of property square footage by American National Standards Institute
  - Functionality of space, including functional obsolescence

1996-2003 Boys & Girls Club of Benton County **Bentonville, AR**
Assistant Athletic Director for 2001-2003
Organized youth athletic opportunities including registration, team organization, coaches and officials, scheduling, and equipment
Recreational Director for 1996-2001
Oversaw and managed youth programming for afterschool and summer program

EDUCATION

John Brown University
Bachelor's of Science in Organizational Management

SOFTWARE PROFICIENCIES

- Microsoft Word and Excel
- MLS- Multi List System for real estate listings and data
- Apex Sketching Software
- Alamode Appraisal Software
- Multiple GIS Systems

LIA Administrators & Insurance Services

ASPEN

APPRAISAL AND VALUATION PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS

ASPEN SPECIALTY INSURANCE COMPANY
(A stock insurance company herein called the "Company")
175 Capitol Blvd. Suite 100
Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
09/04/2019	ASI002571-05	ASI002571-04

THIS IS A **CLAIMS** MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. PLEASE READ THE POLICY CAREFULLY.

Item

1. Customer ID: 129551
Named **Insured:**
RIFE & COMPANY, INC.
1001 North Walton Boulevard
Bentonville, AR 72712

2. Policy Period: From: 09/12/2019 To: 09/12/2020
12:01 A.M. Standard Time at the address stated in 1 above.

3. Deductible: $1,000 Each **Claim**

4. Retroactive Date: 09/12/1994

5. Inception Date: 09/12/2015

6. Limits of Liability: **A.** $1,000,000 Each Claim
B. $2,000,000 Aggregate

7. Mail all notices, including notice of **Claim**, to:
LIA Administrators & Insurance Services
1600 Anacapa Street
Santa Barbara, California 93101
(800) 334-0652; Fax: (805) 962-0652

This contract is registered and delivered as a surplus lines coverage under the Surplus Lines Insurance Law, and it may in some respects be different from contracts issued by insurers in the admitted markets, and, accordingly, it may, depending upon the circumstances, be more or less favorable to an insured than a contract from an admitted carrier might be. The protection of the Arkansas Property and Casualty Guaranty Act does not apply to this contract. A tax of four percent (4%) is required to be collected from the insured on all surplus lines premiums.

Robert C. Wiley
License No.239702
P.O. Box 1319 Santa Barbara, CA 93102
Tel: (800) 334-0652

8. Annual Premium: $2,181.00
+ $87.24 **Surplus Lines Tax**

9. Forms attached at issue: LIA002S (12/14) ASPCO002 0715 LIA012 (12/14) LIA013 (10/14) LIA018 (10/14) LIA021 (10/14) LIA025A (11/14)

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

09/04/2019
Date

By _____
Authorized Signature

Appraisal and Valuation
Professional Liability Insurance Policy

ASPEN

Named Insured: RIFE & COMPANY, INC.

Policy Number: ASI002571-05
Effective Date: 09/12/2019
Customer ID: 129551

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED APPRAISERS ENDORSEMENT

In consideration of the premium charged, it is agreed that Section **IV. DEFINITIONS (I) "Insured"** is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named **Insured:**

Name	Coverage Effective Date	Principal/Owner, Appraiser or Trainee
Thomas G. Rife	09/12/2019	Principal/Owner
Howard Dover, Jr.	09/12/2019	Appraiser

All other terms, conditions, and exclusions of this Policy remain unchanged.

Appraisal and Valuation
Professional Liability Insurance Policy

Named Insured: RIFE & COMPANY, INC.

Policy Number: ASI002571-05
Effective Date: 09/12/2019
Customer ID: 129551

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL APPRAISAL ENDORSEMENT

In consideration of the premium charged, it is agreed that the **Insureds** identified below have been approved by the Company to perform **Professional Services** involving **Commercial Property.**

Insured	**Effective Date of Approval**
Thomas G. Rife	09/12/2019

Exclusion (N) remains unchanged and effective, however, unless the **Insured** identified is approved for **Professional Services** involving undeveloped or vacant land whose proposed use is for multiple unit single-family housing developments, condominium developments, co-operative housing developments or apartment developments consisting of 10 units or more.

All other terms, conditions, and exclusions of this Policy remain unchanged.

		Customer ID: 129551	
12.	Complete the following for all residential and commercial appraisals performed, and indicate the percentage of gross annual income from each category:	Last 12 months	
A.	Residential Appraisal Assignments	% Gross Income	Number of Appraisals
	i. Single-family homes/condos or lots for single-family homes/condos (1 to 4 units)	25	160
	ii. Multi-family properties (5 to 9 units) or lots for multi-family properties (5 to 9 units)	6	6
	iii. Residential appraisal review assignments	1	3
	iv. Other residential property appraisal assignments (describe below)		
	VACATION RESIDENCE		
B.	Commercial Appraisal Assignments		
	i. Existing apartment or residential condo complexes (10 or more units)	5	4
	ii. Existing commercial properties (shopping centers, industrial properties, office buildings, churches, schools, farm land, agricultural properties)	25	7
	iii. Vacant land for the proposed development of the following:		
	a) Condos, apartment or residential projects (10 to 99 units)	15	12
	b) Condos, apartment or residential projects (100 or more units)	0	0
	c) Vacant land for proposed commercial development	21	15
	iv. Commercial appraisal review assignments	2	2
	v. Other commercial property appraisal assignments (describe below)	0	0
	MIXED USE FLEX SPACE (INDUSTRIAL)/CONDEMNATION		
C.	Total Number of Appraisal Assignments	100%	209
D.	Total Gross Appraisal Income	$ 225000	

13.	Is the Applicant currently providing or planning to provide appraisal management services, including, but not limited, to managing and/or assigning work to a panel or network of contract appraisers?	☐Yes ☒No
	Coverage for appraisal management services is *not* provided under the policy being applied for. The Applicant should contact LIA for an AMC application to cover such services.	
14.	Is the Applicant currently a staff appraiser for any entity not named in Question 1?	☐Yes ☒No
A.	If yes, please provide the name of the entity:	
B.	If yes, are you seeking coverage for services provided for or on behalf of the entity named in Question 14A?	☐Yes ☒No
C.	Are all appraisals performed on behalf of the entity named in 14A included in response to Question 12?	☐Yes ☒No

If you answered yes to Question 14B, salary and appraisal activity must be shown in response to Question 12.

15.	**Administrative, disciplinary, governmental and criminal investigations or actions:**	
A.	In the last 10 years, has any person named in this application been the subject of any disciplinary or corrective action by any state licensing board or other regulatory body in relation to appraisal or appraisal management activities?	☐Yes ☒No
	i. If yes, please provide the file or case number (s), or if not available, the subject property address(es).	
B.	Has any person named in this application been notified of any investigation or review *open at this time* by any state licensing board or other regulatory body in relation to appraisal or appraisal management activities?	☐Yes ☒No
	i. If yes, please identify below the file or case number, or if not available, the subject property address(es).	
C.	Has any person named in this application ever been convicted of a felony, or arrested, indicted or charged with felonious misconduct? If yes, please provide a written narrative of events.	☐Yes ☒No
	If you answered yes to any section of Question 15, please provide complete documentation and copies of all correspondence, including the final order, stipulation, dismissal and/or judgment, if applicable.	

Customer ID: 129551

16.	In the last 10 years, have any lawsuits or claims (including notice of a potential claim or a demand letter) been made or filed against the **Applicant**, or any person named in this application? This includes lawsuits or claims, regardless of whether they were tendered to an insurance company for coverage.	☐Yes ☒No
17.	Is the **Applicant** or any person named in this application aware of any facts, circumstances or threats that may lead to the filing of a lawsuit or claim against the **Applicant** or such person?	☐Yes ☒No

If you answered yes to Question 16 or 17, a supplemental claim application is required. The supplemental claim application is available at http://www.liability.com/forms.

Important: **If any claims exist, or any facts, circumstances or threats exist which could give rise to a claim, those claims or facts/circumstances/threats are excluded from the proposed policy.**

18. Please check the coverage and limit of liability per claim and aggregate desired:

Coverage Options	Limit for Each Claim	Aggregate Limit for All Claims Combined	Optional Coverage
Solo Appraisers and Firms with 4 or Fewer Appraisers/Trainees	☐$300,000	☐$300,000 ☐$600,000 ☐$1,000,000	☐Real Estate Sales & Property Management (A copy of your real estate license and a supplemental real estate sales application is required. You may download this supplemental application at www.liability.com/forms/.)
Solo Appraisers and Firms of Any Size	☐$500,000 ☒$1,000,000 ☐$2,000,000	☐$500,000 ☒$1,000,000 ☐$2,000,000 (not available with $500,000 claim limit)	

The undersigned being authorized by, and acting on behalf of, the **Applicant** and all persons or concerns seeking insurance, has read and understands this application, and declares that all statements set forth in this application and other information provided with this application are true, complete and accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the effective date of the policy applied for, which may render any statement made in this application inaccurate, untrue or incomplete, will be immediately reported in writing to LIA Administrators & Insurance Services.

The undersigned acknowledges and agrees that the submission and LIA Administrators & Insurance Services' receipt of such written report prior to the inception of the policy applied for, is a condition precedent to coverage. Signing of this application does not bind the insurance company to offer nor the **Applicant** to accept insurance, but it is agreed that this application and all information provided with this application shall be the basis of the insurance and it will be attached and made a part of the policy should a policy be issued.

Applicant hereby authorizes the release of claim information from any prior insurer to LIA Administrators & Insurance Services (LIA) and the Company.

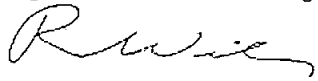
FRAUD WARNING STATEMENT

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY, AND WITH THE INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIAL FALSE INFORMATION OR CONCEALS FOR THE PURPOSES OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES AND DENIAL OF INSURANCE BENEFITS.

THOMAS G. RIFE	Digitally Signed
Print Name (Principal/Owner/Officer)	Signature
PRESIDENT, RIFE & COMPANY, INC.	8/5/2019
Title	Date

BROKER'S SIGNATURE:
Some states require that we have the Name and Address of your (Applicant's) Authorized Agent or Broker.

Signature of Authorized Agent or Broker:



Name of Authorized Agent Broker: Robert C. Wiley
Address: 1600 Anacapa Street Santa Barbara, CA 93101

Before submitting, please check that:
1. All questions have been answered. (If a question is not applicable, indicate "N/A".)
2. Resumes/qualification sheets are included for new principals, appraisers and trainees.
3. Any attachments required for questions 11, 15, 16, 17 and 18 are included.
4. The application is signed and dated by a principal, owner or officer.

STAFF ADDENDUM

Client ID: 129551

Name of Applicant:	RIFE & COMPANY, INC.

If more space is needed for Question 8, please complete the following for all additional persons working for or on behalf of the Applicant. Firms must list all principals (active and inactive), employees, trainees and independent contractors, regardless of the number of appraisals performed. All non-appraiser clerical and support staff should also be listed.

Status Codes: P – Owner, Principal, Partner; A – Appraiser; T – Trainee Appraiser; O – Non-Appraiser Support Staff; R – Real Estate Agent or Broker (no coverage applies until selected and bound; see Question 23)

Note: Non-appraiser clerical and support staff should be listed and will be covered at no additional charge.

Full Name	Status Code (*circle one*)	Active (A) Inactive (I) (*circle one*)	Appraiser's Certificate or License Number	Number of Years Appraisal Experience	Number of Years Commercial Appraisal Experience	Currently Held Designations

- A resume/qualifications sheet must be submitted for all Principals, Appraisers and Trainees listed above.
- Provide a copy of the declarations page(s) for any E&O insurance carried by your independent contractor appraisers.

Aspen Specialty Insurance Company
590 Madison Avenue, 7th Floor
New York, NY 10022
877-245-3510

APPRAISAL AND VALUATION
PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A **CLAIMS** MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. PLEASE READ THE POLICY CAREFULLY.

Words and phrases that are in bold face type, other than headings, have the special meanings set forth in Section **IV. DEFINITIONS**.

In consideration of and subject to payment of the premium, and in reliance upon the particulars, statements, representations, attachments and exhibits contained in and submitted with the Application which shall be the basis of this Policy and deemed to be incorporated herein, and subject to all the terms, conditions, limitations and any endorsements to this Policy, Aspen Specialty Insurance Company (the "Company") agrees with the Named **Insured** as follows:

I. INSURING AGREEMENTS

(A) The Company will pay on behalf of the **Insured** all sums in excess of the Deductible amount stated in the Declarations which the **Insured** becomes legally obligated to pay as **Damages** and **Claims Expenses** resulting from **Claims** first made against the **Insured** during the **Policy Period**, or **Extended Reporting Period**, if applicable, as a result of a **Wrongful Act** by the **Insured**, provided that:

(1) such **Wrongful Act** was committed on or after the **Retroactive Date** and before the end of the **Policy Period**; and

(2) prior to the beginning of the **Policy Period**, the **Insured** did not know or could not reasonably have expected that such **Wrongful Act** might give rise to a **Claim**.

As a condition precedent to coverage, the **Insured** shall report all **Claims** in writing to the Company as soon as practicable, but in no event later than sixty (60) days after expiration or termination of this Policy, or during the **Extended Reporting Period**, if applicable.

(B) The **Insured** shall not admit or assume liability for any **Wrongful Act**, or settle any **Claim**, or incur any expenses, including **Claims Expenses**, without the prior written consent of the Company. However, the **Insured** must take all reasonable action within its ability to prevent or mitigate any **Claim** which would be covered under this Policy. The Company has the right to make such investigation and conduct negotiations and, with the written consent of the **Insured**, effect settlement of any **Claim** as the Company deems reasonable.

If the **Insured** refuses to consent to a settlement recommended by the Company and elects to contest or continue to contest the **Claim**, the Company's liability shall not exceed the amount for which the Company would have been liable for **Damages** and **Claims Expenses** if the **Claim** had been so settled when and as so recommended, and the Company shall have the right to withdraw from the further defense of the **Claim** by tendering control of the defense thereof to the **Insured**. The operation of this paragraph shall be subject to the Limits of Liability and Deductible provisions of this Policy.

The Company shall not be obligated to pay any **Damages** and/or **Claims Expenses**, or to undertake or continue the defense of any **Claim** after the applicable limit of the Company's liability has been exhausted by payment of **Damages** and/or **Claims Expenses** or after deposit of the applicable limit of the Company's liability with or subject to control of a court of competent jurisdiction.

II. TERRITORY AND DEFENSE

(A) The coverage afforded by this Policy applies worldwide, but only if the **Claim** is made in the United States of America, its territories and possessions, or Canada.

(B) The Company has the sole right to appoint defense counsel and the right and duty to defend any **Claim** covered by this Policy made against the **Insured**.

III. COVERAGE EXTENSIONS AND SUPPLEMENTAL PAYMENTS

(A) CONFIDENTIALITY COVERAGE EXTENSION

Subject to all other terms and conditions, a **Wrongful Act** covered under this Policy includes the **Insured's** unintentional disclosure of confidential information in violation of applicable professional practice standards in the **Insured's** rendering of **Professional Services**.

(B) PERSONAL INJURY COVERAGE EXTENSION

Subject to all other terms and conditions, a **Wrongful Act** covered under this Policy includes **Personal Injury** arising from the **Insured's** rendering of **Professional Services**.

(C) SPOUSAL COVERAGE EXTENSION

If a covered **Claim** against an **Insured** arising out of a **Wrongful Act** committed on or after the **Retroactive Date** and before the end of the **Policy Period** includes allegations against the lawful spouse of such **Insured** solely by reason of (a) such spousal status or (b) such spouse's ownership interest in property or assets that are sought as recovery for such **Claim**, any sums for which such spouse becomes legally obligated to pay on account of such **Claim** shall be deemed **Damages**.

(D) SUPPLEMENTAL PAYMENTS

Subject to all other terms and conditions, this Policy affords the following Supplemental Payments. Any payments made by the Company under this Section **(D)** shall not apply to the Deductible and shall not reduce the Limits of Liability:

(1) Subpoena Response

The Company will pay reasonable and necessary fees charged by attorneys designated by the Company, or designated by the **Insured** with the Company's prior written consent, for assisting the **Insured** in responding to a subpoena which relates to a **Wrongful Act** committed by the **Insured** on or after the **Retroactive Date** and before the end of the **Policy Period** and which the **Insured** first receives and reports in writing to the Company during the **Policy Period**, or **Extended Reporting Period**, if applicable, provided that the subpoena does not involve:

(a) a circumstance or situation underlying or alleged in a **Claim** made prior to the **Retroactive Date**;

(b) a notice of circumstance or potential **Claim** given to a prior insurer; or

(c) any **Wrongful Act** the **Insured** knew or reasonably could have expected prior to the beginning of the **Policy Period**, which might give rise to a subpoena and/or **Claim**.

The maximum amount payable shall be $5,000 regardless of the number of subpoenas. Once the Company has incurred $5,000 of expenses for responding to a subpoena under this Section **(D)(1)**, the Company shall deem that a **Claim** has been made.

(2) Pre-Claim Assistance

If during the **Policy Period** the **Insured** reports a specific **Wrongful Act** committed by the **Insured** on or after the **Retroactive Date** and before the end of the **Policy Period** in accordance with Section **VI**. **CONDITIONS**, Paragraph **(A)** of this Policy, the Company will pay reasonable and necessary attorney fees for investigation and monitoring of the **Wrongful Act** and for efforts to decrease the likelihood of an actual **Claim**, provided that:

(i) The Company, in its sole discretion, selected such attorneys; or

(ii) The **Insured** selected such attorneys with the Company's prior written consent.

Once $5,000 of expenses has been incurred for such attorney fees as set forth above in this Section **III.**, **COVERAGE EXTENSIONS AND SUPPLEMENTAL PAYMENTS**, Paragraph **(D) SUPPLEMENTAL PAYMENTS**, Subparagraph **(2) Pre-Claim Assistance**, a **Claim** shall be deemed to have been made and any further expenses will be considered **Claim Expenses** to which the deductible and Limits of Liability apply. Until such time that a **Claim** arising from such specific **Wrongful Act** has or is deemed to have been made, any amounts incurred by the Company for such investigation shall be at the Company's expense.

If a **Claim** arising from such specific **Wrongful Act** has or is deemed to have been made, then this section would no longer apply and Section **II.**, **TERRITORTY AND DEFENSE** would apply.

(3) Disciplinary Proceedings

If a **Disciplinary Proceeding** relating to a **Wrongful Act** by the **Insured** on or after the **Retroactive Date** and before the end of the **Policy Period** is commenced against the **Insured** during the **Policy Period** and reported to the Company within sixty (60) days of the **Insured's** first receipt of notice of the **Disciplinary Proceeding**, the Company will reimburse the **Insured** for reasonable attorney's fees incurred in responding to the **Disciplinary Proceeding**, provided that the attorney is designated by the Company or by the **Insured** with the Company's prior written consent. The maximum payment made by the Company pursuant to this Supplemental Payment shall be $2,500 for each **Policy Period** regardless of the number of **Disciplinary Proceedings**. The Company's maximum obligation for the cumulative total of all Supplemental Payments under this Section **(D)(3)** concerning all **Disciplinary Proceedings** for which first notice is received by the **Insured** in the same **Policy Period** shall be $2,500, regardless of the number of years the **Insured** maintains insurance with the Company and shall not cumulate from year to year or period to period. The Company shall not pay **Damages** pursuant to this provision, including but not limited to any fines, sanctions or statutory penalties.

(4) Loss of Earnings and Reimbursement of Expenses

If the **Insured** is requested by the Company to attend hearings, depositions and trials relating to the defense of a **Claim**, the Company shall reimburse the **Insured's** actual loss of earnings and reasonable actual expenses for such attendance up to $500 per day. The maximum payment made by the Company pursuant to this Supplemental Payment shall be $5,000 for each **Policy Period**. The Supplemental Payment under this Section **D(4)** does not apply to proceedings the **Insured** is legally required to attend as the result of court orders or subpoenas. The Company's maximum obligation for the cumulative total of all Supplemental Payments under this Section **(D)(4)** concerning all **Claims** reported in the same **Policy Period** shall be $5,000, regardless of the number of years the **Insured** maintains insurance with the Company and shall not cumulate from year to year or period to period.

The Company's maximum obligation for the cumulative total of all Supplemental Payments under this Section **(D)** concerning:

(i) the same or related **Wrongful Act(s)**; or

(ii) multiple appraisals or other work product concerning the same property, for the same or related client(s), or relating to the same or related borrower(s) or owner(s),

shall be $5,000, regardless of the number of years the **Insured** maintains insurance with the Company and shall not cumulate from year to year or period to period.

IV. DEFINITIONS

(A) "**Claim**" means a demand received by the **Insured** and seeking **Damages** and/or **Professional Services** from the **Insured** arising out of one or more **Wrongful Acts** by the **Insured** or any **Entity** for whom the **Insured** is legally liable. A **Claim** also includes the service of suit, a request that an **Insured** waive a legal right or sign an agreement to toll a statute of limitations, or the institution of an arbitration proceeding against the **Insured**.

(B) "**Claims Expenses**" mean:

(1) Reasonable and necessary fees charged by an attorney(s) designated by the Company, or designated by the **Insured** with the Company's prior written consent, to defend a **Claim**; and

(2) All other reasonable and necessary fees, costs and charges, resulting from the investigation, adjustment, defense, negotiation, arbitration, mediation and appeal of a **Claim**, if incurred by the Company or by the

Insured with the Company's prior written consent, including premiums on appeal bonds, provided that the Company shall not be obligated to apply for or furnish such appeal bonds.

The determination by the Company as to the reasonableness of **Claims Expenses** shall be conclusive on the **Insured**. **Claims Expenses** do not include salary charges, wages or expenses of partners, principals, officers, directors, members or employees of either the Company or **Insured**. **Claims Expenses** do not include loss of earnings or other remuneration by or to any **Insured**.

(C) "**Commercial Property**" means any property other than: a single family residence; a single family vacant lot; a multifamily property of nine (9) or fewer units; or vacant land for a multifamily property of nine (9) or fewer units.

(D) "**Damages**" means a compensatory monetary amount for which the **Insured** may be held legally liable, including judgments (inclusive of any pre- or post-judgment interest), awards, or settlements negotiated with the approval of the Company. **Damages** do not include:

(1) any return, withdrawal, reduction or restitution of fees, expenses, costs, profits or other charges for **Professional Services** performed or to be performed by the **Insured** and injuries that are a consequence of the foregoing;

(2) fines, sanctions, forfeitures, taxes or penalties;

(3) any punitive or exemplary **Damages** or the multiple portion of any multiplied damage award;

(4) attorney's fees awarded pursuant to an agreement or contract; or

(5) injunctive or declaratory relief.

(E) "**Disciplinary Proceeding**" means any proceeding, investigation, inquiry or review by a state regulatory or disciplinary official, board or agency with authority over the **Insured's** license or certification to provide **Professional Services** regarding alleged violations of applicable professional practice standards in the **Insured's** performance of **Professional Services**.

(F) "**Entity**" means any individual, sole proprietor, partnership, limited liability company or corporation or other form of business association recognized as such by law, but does not include any joint venture in which the **Insured** is a participant.

(G) "**Extended Reporting Period**" means the applicable period of time after the end of the **Policy Period** for reporting **Claims** arising out of **Wrongful Acts** committed or alleged to have been committed prior to the end of the **Policy Period** and on or subsequent to the **Retroactive Date**, and otherwise covered by this Policy.

(H) "**Inception Date**" means the effective date of the first Appraisal and Valuation Professional Liability Insurance Policy issued by the Company (or, if earlier, the first policy issued to the Named **Insured** as a member of the Appraisers Liability Insurance Purchasing Group) to the Named **Insured** and continuously renewed and maintained in effect to the inception of this **Policy Period**.

(I) "**Insured**" means only the following:

(1) The Named **Insured** designated in Item 1 of the Declarations, or by endorsement to this Policy;

(2) Any person who is, was or hereafter becomes a partner, principal, officer, director, manager, member, or employee of the Named **Insured**, but only while acting on behalf of the Named **Insured**;

(3) Any independent contractors or temporary personnel who are natural persons, but only while acting under the direct supervision and on behalf of the Named **Insured**;

(4) The estate, heirs, executors, administrators, and legal representatives of an **Insured**, in the event of such **Insured's** death, disability, incapacity, insolvency, or bankruptcy, but only to the extent such **Insured** would have otherwise been provided coverage under this Policy; and

(5) The lawful spouse of any **Insured** solely by reason of:

(a) The spousal status, or

(b) A spouse's ownership interest in property or assets that are sought as recovery.

This Definition **(I)(5)** shall not apply to the extent a **Claim** alleges any **Wrongful Act** or **Personal Injury** by such spouse.

(J) "**Mediation**" means a non-binding process in which a neutral panel or individual assists the parties in reaching their own settlement. To be considered **Mediation** under this Policy, the process must be of a kind set forth in the Commercial Mediation Rules of the American Arbitration Association. The Company, however, at its sole option, may recognize any mediation process or forum presented for approval.

(K) "**Personal Injury**" means false arrest, detention or imprisonment; malicious prosecution; publication or utterance of a libel or slander or other defamatory or disparaging material; publication or utterance in violation of an individual's right of privacy; wrongful entry or eviction; or invasion of the right of private occupancy.

(L) "**Policy Period**" means the period of time specified in Item 2 of the Declarations, or any shorter period that may occur as a result of an expiration or cancellation of this Policy, and specifically excludes any **Extended Reporting Period** hereunder.

(M) "**Pollutants**" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos, asbestos products, radon, formaldehyde, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and "waste". "Waste" includes materials to be recycled, reconditioned or reclaimed.

(N) "**Professional Services**" means those services the **Insured** is legally qualified to perform for others in the **Insured's** capacity as a **Real Estate Appraiser** and include expert witness, litigation support and consulting services performed in the Insured's capacity as a **Real Estate Appraiser** and services as a **Real Estate Appraiser** on or for a professional peer review, licensing, certification or standards board or committee.

(O) "**Real Estate Appraiser**" means an **Entity** engaged in the profession of estimating the value of real estate or performing real estate appraisal review for others for a fee, including services usually and customarily performed or rendered by a licensed or certified real estate appraiser.

(P) "**Retroactive Date**" means the date specified in Item 4 of the Declarations. This Policy shall only apply to **Claims** resulting from **Wrongful Acts** committed on or after that date.

(Q) "**Wrongful Act**" means any actual or alleged negligent act, error or omission, or **Personal Injury** in the rendering of **Professional Services**.

V. EXCLUSIONS

This Policy does not apply to, and the Company shall not be liable for **Damages** and/or **Claims Expenses** or have any duty to undertake or continue the defense of, any **Claim** made against an **Insured**:

(A) Based upon, attributable to, or arising out of any deliberately dishonest, malicious, criminal or fraudulent act or omission or any willful violation of law by an **Insured**; however, this exclusion shall not apply to any **Insured** who did not commit, participate in, or have knowledge of any such act, omission or violation of law described in this exclusion.

(B) By or on behalf of or with the assistance of any:

(1) **Insured**;

(2) **Entity** of which the **Insured** is a director, officer, partner, principal stockholder or employee; or

(3) **Entity** under common ownership with the **Insured**.

(C) Based upon, attributable to, or arising out of any actual or alleged discrimination, humiliation, harassment, or misconduct by the **Insured** because of race, creed, color, age, gender, sex, sexual preference or orientation, national origin, religion, disability, handicap, or marital status; however, the Company shall pay **Claims Expenses** for the defense of such **Claims** up to a maximum of $50,000 for the **Policy Period**, without the Company incurring any liability to pay **Damages**; provided, however, that the Company's obligation to pay **Claims Expenses** does not extend to any complaint filed with any state or federal agency and to any **Disciplinary Proceeding**.

(D) By a current or former employee, independent contractor or job applicant of the **Insured** in their capacity as such.

(E) Based upon, attributable to, or arising out of bodily injury, sickness, disease, emotional distress, mental anguish, outrage, humiliation or death.

(F) Based upon, attributable to, or arising out of any injury to or destruction of any tangible property including loss of use thereof.

(G) Based upon, attributable to, or arising out of any liability assumed by the **Insured** under any contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement.

(H) Based upon, attributable to, or arising out of **Professional Services** involving property in which the **Insured** or a member of the **Insured's** family has, had or contemplated having an ownership interest.

(I) Based upon, attributable to, or arising out of **Professional Services** involving property for which the **Insured**, or an **Entity** in which the **Insured** is a partner, officer, director, stockholder or employee, acts as a real estate agent, broker or property manager.

(J) Based upon, attributable to, or arising out of representations or warranties, express, implied or otherwise, made by the **Insured** pertaining to the guarantee of future value of property.

(K) Based upon, attributable to, or arising out of the **Insured's** activities as a property manager, appraisal management company, manager of mortgage-related services performed by independent contractors, real estate agent or real estate broker.

(L) Based upon, attributable to, or arising out of:

(1) **Professional Services** used or included in a solicitation, prospectus or offering to prospective investors, limited partners, members or shareholders in a real estate syndicate, real estate investment trust, limited partnership or other investment vehicle; or

(2) alleged violations of the Securities Act of 1933 or 1934 and the amendments thereto, or any state blue sky or securities law or similar federal or state law.

This exclusion shall not apply if the **Insured's** appraisal or other work product was prepared for or on behalf of a mortgage lender, bank, savings and loan or credit union and was used or included in the solicitation, prospectus or offering without the **Insured's** consent or knowledge.

(M) Based upon, attributable to, or arising out of **Professional Services** performed without a valid license or certification, if required, in the jurisdiction in which the property is located; performed while the **Insured's** license or certification in such jurisdiction was suspended; or performed in violation of any penal or criminal statute or ordinance.

(N) Based upon, attributable to, or arising out of **Professional Services** involving undeveloped or vacant land whose proposed use is for multiple unit single family housing developments, condominium development, co-operative housing developments or apartment developments consisting of ten (10) units or more, unless the **Insured's** appraisal or report is performed or supervised by and signed by an **Insured** who has been specifically approved by the Company to perform such **Professional Services** and is so indicated in an endorsement attached to and made part of this Policy.

(O) Based upon, attributable to, or arising out of **Professional Services** involving **Commercial Property** unless the **Insured's** appraisal or other work product is performed or supervised by and signed by an **Insured** who has been specifically approved by the Company to perform such **Professional Services** regarding **Commercial Property** and so indicated by being named in an endorsement attached to and made a part of this Policy.

(P) Based upon, attributable to, or arising out of the insolvency of the **Insured**.

(Q) Based upon, attributable to, or arising out of the appraisal or appraisals of two or more properties:

(1) that were sold within the twelve months prior to, or had another sale pending at, the time of the appraisal(s);

(2) where the **Insured** knew of or should have discovered such sale or pending sale by consulting usual and customary data sources; and

(3) where the **Insured** failed to note such sale or pending sale on the appraisal.

(R) Based upon, attributable to, or arising out of punitive, exemplary or multiple damage awards or attorney fee awards or any other type of non-compensatory damage awarded pursuant to the "Deceptive Trade Practices

Act", "Consumer Protection Act," "Federal Racketeer Influenced and Corrupt Organization Act," "United States of America CAN-SPAM Act of 2003," "United States of America Telephone Consumer Protection Act (TCPA) of 1991" and any amendments thereof; or any similar statutes, ordinance, rule or regulation of any agency or State relating to the communication, distribution, publication, sending or transmitting of content, information or material.

(S) Based upon, attributable to, or arising out of:

(1) diminution of value, which would not have occurred in whole or in part had there not been actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time;

(2) any request, demand or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**;

(3) testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**; or

(4) the **Insured** noting or failing to note the presence or absence of any **Pollutants**;

Provided that this exclusion **(S)** shall not apply to the extent of any express **Pollutants**-related endorsement to this Policy purchased by the **Insured** and attached to and made part of this Policy.

VI. CONDITIONS

(A) REPORTING OF WRONGFUL ACTS THAT MAY GIVE RISE TO A CLAIM

If during the **Policy Period** the **Insured** becomes aware of a specific **Wrongful Act** that may reasonably be expected to give rise to a **Claim** against the **Insured**, and if the **Insured** reports such specific **Wrongful Act** to the Company during the **Policy Period** in writing, then any **Claim** subsequently arising from such specific **Wrongful Act** duly reported in accordance with this paragraph shall be deemed under this Policy to be a **Claim** made during the **Policy Period**. Such written notice to the Company shall include:

(1) particulars as to the reasons for anticipating such a **Claim**;

(2) the nature and dates of the alleged **Wrongful Act**;

(3) the alleged injuries or **Damages** sustained;

(4) the names of potential claimants, if available; and

(5) the manner in which the **Insured** first became aware of the specific **Wrongful Act**.

(B) NOTICE OF CLAIM OR WRONGFUL ACTS

In the event of a **Claim**, the **Insured** shall as a condition precedent to the coverage afforded by this Policy:

(1) Give written notice of the **Claim** as soon as practicable after the **Claim** is first made, but in no event later than sixty (60) days after expiration or termination of this Policy, or during the **Extended Reporting Period**, if applicable, to the Company's designated program administrator at the address in Item 7 of the Declarations.

(2) Upon giving notice of the **Claim**, immediately forward to the Company's designated program administrator at the address in Item 7 of the Declarations every demand, notice, summons, complaint or other document received in connection with the **Claim** by the **Insured** and any other relevant information requested by the Company's program administrator including complete copies of the appraisal(s) or other work product giving rise to the **Claim**.

(3) Notice of any **Claim** or specific **Wrongful Act** shall not be effective until the date of receipt by the Company's program administrator at the address in Item 7 of the Declarations.

(C) COOPERATION

The **Insured** shall cooperate with the Company and attorneys representing the **Insured** in connection with the defense or handling of any **Claim**, subpoena or pre-claim investigation. Upon the Company's or defense counsel's request, the **Insured** shall, without charge, meet with and assist attorneys representing the **Insured**, assist with the preparation of responses to discovery and other requests for information, assist in effecting settlement, obtain the attendance of witnesses, and/or submit to examination and questioning by a

representative of the Company (under oath if requested). The **Insured** shall, without charge, provide the Company and attorneys representing the **Insured** with all available information, records and documentation relevant to any matter under investigation by the Company or to any **Claim**, subpoena or pre-claim investigation. Upon the Company's request, the **Insured** shall attend and testify at hearings, depositions and trials relative to the defense of a **Claim**.

The **Insured** shall take such action as may be necessary to secure and effect any rights of indemnity, contribution or apportionment which the **Insured** and/or the Company may have.

(D) LIMITS OF LIABILITY AND RELATED CLAIMS

The Company's maximum liability for all **Damages** and **Claims Expenses** resulting from each **Claim** shall be the Limit of Liability for each **Claim** set forth in Item 6(A) of the Declarations. The Company's maximum aggregate liability for all **Damages** and **Claims Expenses** resulting from all **Claims** covered by this Policy shall be the aggregate Limit of Liability for all **Claims** set forth in Item 6(B) of the Declarations.

Two or more **Claims** based upon, attributable to or arising out of: (i) the same or related **Wrongful Act**(s); or (ii) multiple appraisals or other work product concerning the same property, for the same or related client(s), or relating to the same or related borrower(s) or owner(s) shall be treated as a single **Claim** regardless of whether made against one or more than one **Insured**. All **Claims** based upon, attributable to or arising out of: (i) the same or related **Wrongful Act**(s); or (ii) multiple appraisals or other work product concerning the same property, for the same or related client(s), or relating to the same or related borrower(s) or owner(s) shall be considered first made within the **Policy Period** in which the earliest of such **Claims** was first made, or deemed to be made pursuant to **Conditions (A)** of this Policy, and all such **Claims** shall be subject to the single Limit of Liability set forth in Item 6(A) of the Declarations for the applicable **Policy Period**. No coverage shall exist by virtue of this paragraph for any **Claim** which would not otherwise have been covered by a policy issued by the Company.

The Limits of Liability of the Company for the **Extended Reporting Period**, if applicable, shall be part of, and not in addition to, the Limits of Liability of the Company for the **Policy Period**.

Any payment of **Damages** and/or **Claims Expenses** by the Company shall reduce the Limits of Liability.

Claims made against more than one **Insured** under this Policy shall not operate to increase the limit of the Company's liability.

(E) DEDUCTIBLE

The Deductible stated in Item 3 of the Declarations shall only apply to **Damages**. The Company shall only be liable for those amounts payable under this Policy for **Damages** which are in excess of the Deductible amount stated in Item 3 of the Declarations.

The Deductible shall apply separately to each **Claim** and shall be borne by the **Insured** and remain uninsured. The **Insured** shall be liable for the Deductible amount set forth in Item 3 of the Declarations for each **Claim**. The Deductible shall not reduce or increase the Limits of Liability. For purposes of the Deductible, two or more **Claims** treated as a single **Claim** under **Conditions (D)** shall only be subject to one Deductible amount.

The **Insured** shall promptly make any required Deductible payments within thirty (30) days of written demand by the Company. The Company shall have no obligation to make payments within the Deductible and to then seek reimbursement from the **Insured**.

(F) DEDUCTIBLE CREDITS

(1) Early Resolution of Claims Deductible Credit

If within one year of being reported in accordance with **Conditions (B)** of this Policy, or within one year of being deemed to be made pursuant to **Conditions (A)** of this Policy, a **Claim** is fully and finally resolved to the satisfaction of all parties, including the Company, and all **Damages** and **Claims Expenses** arising from such **Claim** have been paid, the **Insured's** Deductible obligation for such **Claim** shall be reduced by 25% up to a maximum reduction of $5,000.

(2) Mediation of Claims Deductible Credit

If a **Claim** is fully and finally resolved to the satisfaction of all parties including the Company as a result of **Mediation**, the **Insured's** Deductible obligation for such **Claim** shall be reduced by 50% up to a maximum reduction of $5,000.

(G) ACQUISITION OR CREATION OF ANOTHER ENTITY

If during the **Policy Period**, the Named **Insured** acquires or creates another **Entity** in which the Named **Insured** has an ownership interest of greater than 50%, such **Entity** shall be considered an **Insured** under this Policy, but only for **Wrongful Acts** committed after the date of such acquisition or creation.

As a condition precedent to coverage under this **Condition (G)**, the Named **Insured** shall give written notice to the Company of the acquisition or creation of such **Entity** no later than ninety (90) days after the effective date of such acquisition or creation, together with such information that the Company may require.

Upon receipt of notice of such acquisition or creation, the Company may at its sole option agree to appropriately endorse this Policy subject to additional premium and/or changed terms and conditions. If the Named **Insured** does not agree to the additional premium and/or changed terms and conditions, if any, coverage otherwise afforded under this provision for such acquired or created **Entity** shall terminate ninety (90) days after the effective date of such acquisition or creation, or at the end of the **Policy Period**, whichever is earlier. If the Named **Insured** ceases to have an ownership interest of greater than 50% in such acquired or created **Entity**, coverage otherwise afforded under this provision shall terminate effective on the date such ownership interest ceases.

(H) NOTICE OF CANCELLATION

(1) Cancellation by Named Insured. This Policy may be cancelled by the Named **Insured** by surrender of this Policy to the Company or by giving written notice to the Company stating when thereafter such cancellation shall be effective. If this Policy is cancelled by the Named **Insured**, the Company shall retain the customary short rate proportion of the premium hereon, except as otherwise provided in this Policy.

(2) Cancellation by the Company. The Company may cancel this Policy for material change in the risk, for any material misrepresentation in the Application for this Policy, or for nonpayment of premium or Deductible. The Company may with respect to any one or more **Insured**s, rescind or revoke coverage for any revocation, suspension or surrender of the **Insured's** professional license or right to practice his profession. Notice of cancellation shall be mailed to the Named **Insured** by first class U.S. mail, or other form of mailing as required by the state in which the Named **Insured** is located, to the Named **Insured's** address shown in Item 1 of the Declarations. Written notice shall state when, but not less than sixty (60) days thereafter (or ten (10) days thereafter when cancellation is due to non-payment of premium or Deductible), the cancellation shall be effective. The mailing of such notice of cancellation shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice. If this Policy is cancelled by the Company, the Company shall retain the pro rata proportion of the premium hereon.

(3) Certificates of Insurance/Notice of Cancellation. At the request of the Named **Insured** and at the discretion of the Company, before and during the **Policy Period**, the Company may issue certificates of insurance to third-party certificate holders, who are not **Insureds**, evidencing coverage of **Insureds** under this Policy which require thirty (30) days written notice of cancellation to such certificate holder(s). In the event that the Company has issued any certificate(s) of insurance requiring thirty (30) days written notice of cancellation of this Policy to a third-party certificate holder and notwithstanding any shorter period that would otherwise be permitted in Sections **(1)** and **(2)** above:

(a) If cancellation is requested by the Named **Insured**, then the earliest effective date of cancellation shall be no earlier than thirty (30) days following the expiration of three (3) business days after the Company received written notice of the request to cancel from the Named **Insured**;

(b) If cancellation is by the Company, then the earliest effective date of cancellation shall be sixty (60) days from the date of mailing of the Company's notice of cancellation to the Named **Insured**, or thirty (30) days when cancellation is due to non-payment of premium or Deductible; and

(c) The Company shall mail notice of cancellation by first class U.S. mail to the third-party certificate holder(s) requiring notice at least thirty (30) days before the effective date of the cancellation.

(I) NOTICE OF NON-RENEWAL

The Company may non-renew this Policy by mailing written notice to the Named **Insured** by first class mail, or other form of mailing as required by the state in which the Named **Insured** is located, to the Named **Insured's** address shown in Item 1 of the Declarations. Written notice shall state when, but not less than sixty (60) days thereafter, the non-renewal shall be effective.

(J) EXTENDED REPORTING PERIOD OPTIONS

The following two options are available under this Policy with respect to the purchase of an **Extended Reporting Period**:

(1) In case of cancellation or non-renewal of this Policy by either the Named **Insured** or the Company, for reasons other than material misrepresentation in the Application for this Policy or non-payment of premium or Deductible, the Named **Insured** shall have the right as outlined below to purchase an **Extended Reporting Period** under this Policy subject to all other terms, conditions, limitations of and any endorsements to this Policy:

(a) for a period of one year for an additional premium of 100% of the total annual premium;

(b) for a period of two years for an additional premium of 135% of the total annual premium;

(c) for a period of three years for an additional premium of 170% of the total annual premium; or

(d) for a period of five years for an additional premium of 200% of the total annual premium.

The applicable period of the **Extended Reporting Period** under this Section **(1)** shall immediately commence on the effective date of such cancellation or refusal to renew but only with respect to any **Wrongful Act** first committed on or after the **Retroactive Date** and before the date of such cancellation or non-renewal.

(2) In the case of cancellation or non-renewal of this Policy by the Named **Insured** due to retirement from the active rendering of all **Professional Services** for which the Named **Insured** has been covered under the **Policy**, the Named **Insured** shall have the right to purchase an unlimited extension of the time for reporting **Claims** under this Policy, subject to all other terms, conditions, limitations of and endorsements to this Policy. The **Extended Reporting Period** under this Section **(2)** shall only apply to any **Wrongful Act** first committed on or after the **Retroactive Date** and before the cancellation or failure to renew. The option is only available if:

(a) the Named **Insured** was continuously **Insured** with the Company for at least five (5) consecutive years; and

(b) the Named **Insured** has performed **Professional Services** on a full-time basis for at least twenty (20) years or is age 65 or older.

The premium for this unlimited **Extended Reporting Period** shall be 300% of the Company's total annual premium. However, if the Named **Insured**:

(a) otherwise qualifies pursuant to the foregoing requirements for the unlimited **Extended Reporting Period** due to retirement; and

(b) is the only appraiser of the Named **Insured**:

(i) at the time of the Application for this Policy; and

(ii) prior to his/her retirement from the active rendering of all **Professional Services** for which the Named **Insured** has been covered under the Policy,

Then the Company will waive the premium otherwise stated for this unlimited **Extended Reporting Period**.

The following additional terms and conditions apply to either of the **Extended Reporting Period** options set forth above:

The offer of renewal terms, conditions, Limits of Liability and/or premiums different from those of this Policy shall not constitute a cancellation or refusal to renew.

The **Extended Reporting Period** shall terminate on the effective date and hour of any other insurance issued to the Named **Insured** or successor to the Named **Insured** which replaces, in whole or in part, the coverage afforded by the **Extended Reporting Period**.

As a condition precedent to the Named **Insured's** right to purchase the **Extended Reporting Period**, the full premium and any Deductible(s) due for this Policy and **Policy Period** must have been paid.

The Named **Insured's** right to elect the **Extended Reporting Period** must be exercised by notice in writing not later than sixty (60) days following the non-renewal or cancellation date of this Policy, and must include payment of premium, if any, for the applicable **Extended Reporting Period** as well as payment of all premiums and any Deductible(s) due the Company. If such notice is not so given to the Company, the Named **Insured** shall not, at a later date be able to exercise such right.

At the commencement of any **Extended Reporting Period**, the entire premium thereafter shall be deemed earned and in the event the Named **Insured** terminates the **Extended Reporting Period** before its expiration date, the Company shall not be liable to return to the Named **Insured** any portion of the premium for the **Extended Reporting Period**.

The fact that this Policy may be extended by virtue of an **Extended Reporting Period** shall not in any way increase the Limits of Liability as set forth in the Declarations. The **Extended Reporting Period** shall be renewable at the sole option of the Company.

(K) OTHER INSURANCE

If any **Claim** or **Wrongful Act** noticed to the Company under this Policy is insured by another valid policy or policies, then this Policy shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy Number indicated on this Policy's Declarations.

(L) SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to all of the **Insured's** rights of recovery against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after a **Claim** is made to prejudice such rights. The Company hereby waives its subrogation rights against a client of the **Insured** to the extent that the **Insured** had, prior to a **Claim**, or a **Wrongful Act** reasonably expected to give rise to a **Claim**, entered into a written agreement to waive such rights.

Any amount recovered upon the exercise of such rights of subrogation shall first be applied to the repayment of expenses incurred by the Company toward subrogation, second toward reimbursement of any payments made by the **Insured** pursuant to the **Insured's** Deductible, and any remaining balance shall be the Company's.

(M) ALTERATION AND ASSIGNMENT

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement by an authorized representative of the Company.

(N) REIMBURSEMENT OF THE COMPANY

If the Company has paid any **Damages** and/or **Claims Expenses** in excess of the applicable Limit of Liability or within the amount of the applicable Deductible, the **Insured** shall be liable to the Company for any and all such amounts and, upon demand, shall pay such amounts to the Company promptly.

(O) ENTIRE CONTRACT

By acceptance of this Policy the **Insured** agrees that the statements in the Declarations and Application are its agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the Company.

(P) AUDIT

The Company may examine and audit the **Insured's** books and records at any time during the **Policy Period** and within three (3) years after termination of this Policy to the extent such books and records relate to the subject matter of this Policy.

(Q) NAMED INSURED SOLE AGENT

The Named **Insured** shall be the sole agent of all **Insured**s hereunder for the purpose of effecting or accepting any amendments to or cancellation of this Policy, for the purpose of receiving such notices as may be required by law and/or any provision(s) of this Policy, for the completing of any Application and the making of any representations, for the payment of any premium and the receipt of any return premium that may become due under this Policy, for the payment of any Deductible obligations that may become due under this Policy, and the exercising or declining to exercise any right under this Policy, including declining or exercising any **Extended Reporting Period**.

(R) BANKRUPTCY OR INSOLVENCY

The bankruptcy or insolvency of any **Insured** or an **Insured's** estate will not relieve the Company of its obligations under this Policy.

(S) COMPLIANCE WITH TRADE SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the Insurer from providing insurance.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned on the Declarations page by a duly authorized representative of the Company.

PRESIDENT

SECRETARY

ARKANSAS
APPRAISER LICENSING &
CERTIFICATION BOARD

This is to certify that
Thomas Rife

License #: CG 0354

has complied with the requirements of Arkansas Code Section 17-14-201 et seq,; and is the holder of a valid certificate.
This card is for identification purposes only.

6/30/2020

Expiration Date

Cary C. Maddux

Chairman

RFP 20-05, Appraisal Services - Proposal Data

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Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Rife and Company, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1001 North Walton Boulevard

Requester's name and address (optional)

6 City, state, and ZIP code

Bentonville, AR

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

7	1	-	0	8	3	8	4	1	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** *Thomas J. Rife* **Date ▶** 08/10/1950 10/1/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*