



**CITY OF ESCANABA, MICHIGAN
REQUEST FOR PROPOSAL (RFP)
CONTRACTED ASSESSING SERVICES**

The City of Escanaba, Michigan is seeking proposals from qualified State of Michigan Certified individuals, companies or units of government to provide assessing services for the City of Escanaba on a contractual basis.

The successful respondent will plan, administer and supervise property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals; and be familiar with the law, regulations and directives regarding the appraisal of real and personal property for assessment purposes within the State of Michigan. Additionally, the successful respondent will also oversee the City's Brownfield and Obsolete Property Rehabilitation Act (OPRA) programs.

Respondents interested in submitting an RFP response are asked to go to www.escanaba.org/humanresources to review and download a full copy of the Request for Proposal – Assessing Services RFP. Completed proposals must be received by the City of Escanaba Clerk's Office no later than January 19, 2017 at 4:00 p.m. The proposal must be labeled clearly with: "Request for Proposal – Contracted Assessing Services."

The City of Escanaba is an Equal Opportunity Employer



REQUEST FOR PROPOSAL (RFP)

ASSESSING SERVICES

CITY OF ESCANABA, DELTA COUNTY, MI

ISSUED BY:
JAMES V. O'TOOLE, CITY MANAGER

City of Escanaba
410 Ludington Street Escanaba, MI 49829
(906)786-9402
jotoole@escanaba.org

December 16, 2016

PROPOSAL DUE DATE
January 19, 2017
4:00 p.m. EST

Overview

The City of Escanaba is requesting proposals from qualified Respondents (INDIVIDUALS, COMPANIES OR UNITS OF LOCAL GOVERNMENT) to provide assessing services, as defined herein, for the City of Escanaba.

The successful respondent will plan, administer and supervise property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals; and be familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes within the State of Michigan. Additionally, the Assessor will serve as administrator of the City's Brownfield and Obsolete Property Rehabilitation Act (OPRA) programs.

The City of Escanaba (population 12,300) is a Michigan Home Rule City. The City has a City Charter and City Code of Ordinances. The City Charter (see enclosed) provides for a City Manager form of government. The City Council is comprised of a Mayor and four council members elected at large. The City Charter provides that the Assessor and any Assistants are appointed by the City Council. The Charter further outlines many of the duties and responsibilities of the Assessor. Respondents are therefore required to review the Charter prior to submission of any proposal for services.

The City of Escanaba currently employs a full time level II Assessor and ½ time level Assessor Clerk. These individuals are expected to remain in their current positions and will serve as support personnel to the successful respondent.

The successful Respondent will start as the City's Assessor on a date to be negotiated. The contract will be for one (1) year, with the option of a one (1) or two (2) year extension if agreed upon by both parties.

Scope of Services

The City is seeking to secure the services of a Michigan Advanced Assessing Officer (MAAO) Level 3 or higher Assessor to work on a part-time contractual basis. Respondents must be proficient in the use of BSA Equalizer Assessing software. The following is a list of the minimum services to be provided:

- Maintain parcel database using BS&A/Equalizer software.
- Minimum of twenty four (24) business working hours in ESCANABA City Hall per week.
- Respond to inquiries from the public, title companies, real estate agents, and other parties regarding assessing issues. Answer telephone calls and respond to walk-in requests with information.
- Explain assessing practices and procedures as necessary.
- Plan, supervise, and participate in the appraisal, re-appraisal, and assessment of all real and personal properties in the City in accordance with state law and the City Charter.
- Perform onsite inspections in order to annually re-appraise 20% of the real properties of each class (residential, commercial, industrial), and to determine the value of any new construction.
- Maintain all of the City's assessment rolls, including ad valorem, specific tax rolls (IFTs, PILOTs, TIFs, Brownfields, OPRA, etc.), and special assessments in order to ensure compliance with state law and the City Charter.

- Track captured values in the tax capture districts. Keep the property record field cards up-to-date.
- Print and send annual assessment notices.
- In consultation with City staff, perform land division and combinations as necessary, complying with the State's Land Division Act and County procedures for land divisions.
- Analyze property sales of all property classes within the City to determine property values and appropriate assessment adjustments, including vacant land values.
- Update and appraise all new construction to determine true cash value and establish new property assessments.
- Process all Personal Residence Exemptions (PREs), rescissions, and Property Transfer Affidavits and Transfer Deeds.
- Review, provide critical projections, and assist City Staff in processing applications for Obsolete Property Rehabilitation Act (OPRA) certificate and Neighborhood Enterprise Zone (NEZ) certificates
- Process all poverty exemption applications.
- File all necessary State and County reports pertaining to the Assessment and Tax Rolls.
- Annually prepare a report regarding the status of the Assessing Department and the Assessment Roll(s) and present it to City Council. Attend City Council and/or committee meetings on an as needed basis (about two City Council meetings per year).
- Complete Apex land and building footprint sketches for all real properties in the City.
- Update City personnel with pertinent information on all name and address changes made to the database(s).
- Keep records up to date with new street addresses, as assigned by the Zoning Administrator.
- Annually send out, collect, and analyze IFT questionnaires.
- Maintain parcel and tax maps, including coordination with the County GIS system.
- Process Personal Property Statements, including conducting an annual inspection to ensure an up-to-date list of personal property.
- Act as the City's liaison in communicating with the public and other governmental agencies on assessing issues.
- Represent the City in defense of existing and future assessment appeals to the Board of Review, the Small Claims division of the Michigan Tax Tribunal, and the full Michigan Tax Tribunal.
- Coordinate with the City's attorney in the defense of these appeals.
- Prepare changes to the roll based on decisions of the Board of Review and/or Michigan Tax Tribunal.
- Coordinate with City staff to schedule the Board of Review meetings at City Hall and post the public notices.

Proposal Requirements:

Proposals must include a statement of qualifications covering respondent and key personnel who will work directly with the City of Escanaba. In addition, Respondent must furnish proof of credentials along with the information listed below.

1. Name, address, telephone number, fax number and email address of the Respondent and length of time at present location.
2. Name, email and telephone number of Respondent contact.
3. Number of years the Respondent has been in business.
4. Brief history of the Respondent and specialty areas.
5. Experience of the Respondent in contracting with municipalities.

6. Municipalities currently contracted.
7. Municipalities contracted in the past.
8. Staff who will be assigned to City matters, including resume, title, specialty, years of experience, and expected role.
9. Summary of Board of Review and/or Michigan Tax Tribunal experience.
10. Draft Contract (Attachment 2). The award of a professional services contract for Assessing Services is based upon the Draft Contract attached (Attachment 2). Respondent should note any comments, concerns or objections to the Draft Contract in the proposal.
11. Insurance. Respondent must meet the minimum insurance requirements, as listed in Paragraph 12 of the Draft Contract.
12. Name, address and telephone numbers of three references.
13. Any additional data Respondent feels may be helpful in the selection process.
14. Proposal amounts:
 - a. Annual contract amount. Payments will be made in twelve (12) equal installments due on the fifteenth (15th) day of each month. See Attachment 2, paragraph 17 for more details.
 - b. Variable billing amounts. Provide hourly rates for Michigan Tribunal services, legal counsel, and appraisal services. (See Attachment 2, paragraphs 17-19) Rates should include clerical costs, transportation costs and all overhead for the Respondent.

Respondents must deliver a sealed written proposal with 7 paper copies and an electronic copy to the City Clerk, 410 Ludington Street, Escanaba, MI 49829, not later than 4:00 p.m. on January 19, 2017. Late proposals will not be considered. Post marks will not be considered. Proposal must be signed by an authorized agent and must be valid for 120 days.

The City of Escanaba reserves the right to accept or reject any and all proposals or parts of parts of proposals and to waive any and all irregularities, informalities, inconsistencies, and to negotiate contract terms with the successful Respondent, and to disregard all non-conforming, non-responsive or conditional proposals. The City reserves the right to accept any proposal and price shall not be the sole determining factor.

Respondent and Respondent's employees may not become involved in the advocacy of the political campaign of any candidate for election to the Escanaba City Council, and agree to not make any contribution of any kind designed to further the candidacy of any individual seeking election to the Escanaba City Council. Any such advocacy shall be prohibited as a condition of employment.

Pursuant to the Iran Economic Sanctions act, MCL 129.313, before accepting any proposal, or entering into any contract for goods or services with any prospective Contractor, the Contractor must first certify that it is not an "Iran Linked Business" as defined by that law. Responding to this RFP shall constitute such certification.

CONTACT INFORMATION

Potential respondents may contact City Manager, James O'Toole, at 906.786.9402, or jotoole@escanaba.org for general questions concerning the RFP process. Specific questions

concerning the City's assessment role can be directed to Kevin Dubord, Level II Assessor, at 906.786.9402 or kdubord@escanaba.org.

Method of Evaluating Proposals

Proposals will be evaluated with based on service provided relative to quoted price. The City shall also give particular weight to its assessment of Respondent's ability to work with internal and external partners including staff, and members of the community and local business.

DRAFT CONTRACT FOR ASSESSING SERVICES

WHEREAS, City of ESCANABA, hereinafter referred to as "City", with its principal offices located at 410 Ludington Street, ESCANABA, Michigan, 48829, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, _____, with principal offices located at _____, hereinafter referred to as "Contractor", is interested in the contract for assessment and maintenance work for City property effective _____;

IT IS THEREFORE AGREED:

1. Contractor agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. Contractor is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.

2. Contractor has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the _____, and _____ assessment rolls, utilizing the services and personnel proposed herein.

3. Contractor shall be professional in manner, appearance and shall be trained in appraisal techniques. In addition, City shall provide Contractor with adequate identification indicating Contractor's employees are authorized representatives of City in the performance of the terms of this contract.

4. Contractor agrees to respond to inquiries and requests for assessment information from the public. City agrees to provide office space within City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which Contractor is scheduled to be in the office but the office is closed due to holidays, acts of God, educational purposes, or any other causes beyond the control of Contractor, shall be considered included within the hours to complete this agreement. The purpose of office hours are:

- To meet with City staff to answer questions and give advice;
- To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
- Serves as a liaison between City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
- To perform certain other functions as described herein.

5. Contractor agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.

6. Contractor agrees to represent City in defending assessments appealed to the Michigan Tax Tribunal (MTT). Contractor shall be available to defend all assessments to the MTT as needed during this contract.

7. City agrees that responses to the Full MTT shall be prepared by City's legal counsel. City agrees to provide full cooperation with legal counsel. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, Contractor shall notify City Manager, and City attorney of such requirement and work with them to arrange for expert witness and/or other preparation as necessary.

8. Contractor agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes.

All assessments completed by Contractor throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Contractor agrees to perform the duties of the certifying assessor for City, including but not limited to:

- Perform onsite inspections in order to annually re-appraise 20% of the real properties of each class (residential, commercial, industrial), and to determine the value of any new construction.
- Maintain all of the City's assessment rolls, including ad valorem, specific tax rolls
- Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
- Perform neighborhood market studies and land value analyses throughout the term of this contract.
- Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
- Provide digital photographs of all properties visited for maintenance purposes.
- Work with other City departments to ensure all new property is equitably assessed.
- Prepare all new property record cards in compliance with State tax Commission requirements.
- Attend, prepare, and work with all Boards of Review.
- Assist City in establishment of any IFT, DDA, TIFA, Brownfield, OPRA or other statutory tax incentive program as established by the legislature.

9. Contractor agrees to meet with the City Manager and/or other designated staff of the City to review progress that Contractor has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters the parties deem necessary to review. In addition Contractor will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.

10. Contractor agrees to the following enhanced services:

- To use its best efforts to promptly respond to City staff requests.
- To provide a regular means of updating ownership records from the Register of Deeds (biweekly or monthly)
- To keep OPRA and tax exemption lists as accurate and up to date as possible

- That if the regularly assigned Assessor is not available to work, that an Assessor with the same or greater qualifications and experience will be assigned to substitute on that day

11. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to Contractor in completion of the herein-stated services.

12. Contractor shall be liable to City, and hereby agrees to indemnify and hold City harmless, but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of Contractor or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below. Contractor will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering Contractor and City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.
- b. Worker's Compensation Insurance as required by Worker's Disability Compensation Act of State of Michigan.
- c. Contractor shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, City understands that it cannot be listed an additional insured under this type of policy. Should City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of Contractor and seek indemnification from Contractor as a result thereof, under no circumstance shall Contractor's cumulative liability to City or its officers, directors, employees and elected official exceed the required coverage level of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, Contractor shall deposit with City the previously mentioned policies of insurance or certificates. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

13. Contractor shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against City relating to any act or failure to act of Contractor that is not covered by the insurance coverage as set forth above, City has no right to indemnification from Contractor.

14. City and Contractor agree that the relationship of City and Contractor is that of a client and independent contractor and not of that of an employer and employee and should never be construed as such.

15. In the event Contractor deems City not be in compliance with the terms of this agreement, Contractor shall give City written notice of said breach with thirty (30) days to cure said breach. If City fails to cure said breach within thirty (30) days after such notice, Contractor may terminate this agreement immediately without further notice or liability to Contractor, other than for permitted fees and expenses accrued through the date of termination.

16. City and Contractor agree that Contractor shall not assign or transfer neither this agreement, nor any portion therein, without first receiving written approval from the other party.

17. Contractor agrees to furnish City with a monthly itemized billing. City agrees pay authorized charges within 30 days of receipt of billing.

18. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions. Contractor agrees to notify City, in writing, prior to billing for any special projects or services not specifically included in this contract, to be approved by the City Manager.

19. City and Contractor agree that the term of this contract shall begin _____ and expire _____. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.

City and Contractor also agree that either party may terminate this agreement by giving thirty (30) days written notice to the other party.

20. City and Contractor agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan and the Federal Government.

21. Contractor further agrees to perform this Contract in accord with all federal state, and local laws and will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, height, weight, marital status, or other criteria which is not relevant to the particular job.

22. Contractor further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the Americans with Disabilities Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as a material breach of the Agreement.

23. Contractor will in all solicitations or advertisements for employees placed by or on behalf of Contractor state that all qualified applicants shall be considered for employment without regard to race, color, religion, sex, sexual orientation, national origin, disability as set forth in the Americans with Disabilities Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business)

24. Contractor shall acknowledge receipt of and comply with the City's ethics ordinance and policy, living wage ordinance, minimum wage ordinance, computer usage policy or other singed documents.

25. City agrees that its Mayor possesses authority by resolution of the City Council or otherwise to execute this agreement on behalf of City.

Dated: _____

CITY OF ESCANABA

BY: _____
Marc Tall, Mayor

CONTRACTOR

BY: _____
TITLE

The Special Population for this Report is 'Ad Valorem+Special Acts'
 <<<<< Balance to Tax Totals For Unit 051 - City of Escanaba >>>>>

VALUES AS OF / /	S.E.V.	Taxable	PRE Tax	Non-PRE Tax
(With Winter PRE)				
Total Original Values (Real)	308,111,664	281,639,017	136,746,201	144,892,816
Total Adjustments (Real)	-495,235	-1,657,917	-509,681	-1,148,236
Final Values (Real)	307,616,429	279,981,100	136,236,520	143,744,580
Total Original Values (Personal)	18,313,666	18,313,666	16,628,374	1,685,292
Total Adjustments (Personal)	276,281	276,281	276,281	0
Final Values (Personal)	18,589,947	18,589,947	16,904,655	1,685,292
Total Original Values (Real & Pers.)	326,425,330	299,952,683	153,374,575	146,578,108
Total Adjustments (Real & Pers.)	-218,954	-1,381,636	-233,400	-1,148,236
Final Values (Real & Pers.)	326,206,376	298,571,047	153,141,175	145,429,872
(Without Winter PRE)				
Total Original Values (Real)	308,111,664	281,639,017	136,746,201	144,892,816
Total Adjustments (Real)	-495,235	-1,657,917	-891,233	-766,684
Final Values (Real)	307,616,429	279,981,100	135,854,968	144,126,132
Total Original Values (Personal)	18,313,666	18,313,666	16,628,374	1,685,292
Total Adjustments (Personal)	276,281	276,281	276,281	0
Final Values (Personal)	18,589,947	18,589,947	16,904,655	1,685,292
Total Original Values (Real & Pers.)	326,425,330	299,952,683	153,374,575	146,578,108
Total Adjustments (Real & Pers.)	-218,954	-1,381,636	-614,952	-766,684
Final Values (Real & Pers.)	326,206,376	298,571,047	152,759,623	145,811,424

The Special Population for this Report is 'Ad Valorem+Special Acts'
 <<<<< DDA/LDFA Totals - CFT/IFT/REHAB Totals For Unit 051 - City of Escanaba >>>>>

***** DDA/LDFA Totals *****

DDA/LDFA	Count	Base Value	Current Assessed	Current Taxable	Current Captured	Final Assessed	Final Taxable	Final Captured
DDA REAL	461	10,681,750	22,344,716	20,749,745	10,120,905	22,173,322	20,584,475	9,955,635
BROWNFIELD TIFA	8	1,476,853	3,473,706	3,420,403	1,945,836	3,457,342	3,420,403	1,945,836
DDA PERS	264	1,626,450	1,412,763	1,412,763	-213,687	968,445	968,445	-658,005

***** CFT/IFT/REHAB Totals *****

		Count	SEV Value	Taxable Value
IFT - Post 1994 Rates	Real	7	1,479,765	1,440,210
IFT - Post 1994 Rates	Personal	5	420,429	420,429
IFT - Post 1994 Rates	Real & Personal	12	1,900,194	1,860,639
RZ - Renaissance Zone	Real	5	1,014,825	1,006,575
RZ - Renaissance Zone	Personal	2	31,567	31,567
RZ - Renaissance Zone	Real & Personal	7	1,046,392	1,038,142
OPRA - Frozen	Real	12	247,297	247,297
OPRA - Frozen	Personal	0	0	0
OPRA - Frozen	Real & Personal	12	247,297	247,297
OPRA - Rehab	Real	12	1,195,805	1,164,406
OPRA - Rehab	Personal	0	0	0
OPRA - Rehab	Real & Personal	12	1,195,805	1,164,406
RZ - Post 1994 IFT within ...	Real	2	780,939	780,939
RZ - Post 1994 IFT within ...	Personal	2	510,436	510,436
RZ - Post 1994 IFT within ...	Real & Personal	4	1,291,375	1,291,375

The Special Population for this Report is 'Ad Valorem+Special Acts'
<<<<< Improvement Statistics For Unit 051 - City of Escanaba >>>>>

Single Family Residential

Class	Number	Cash Value	Average Value	Average Age
D	214	4981346	23277	53.0
CD	1031	43340792	42038	48.0
C	2938	229228899	78022	36.0
BC	110	19334663	175770	20.0
B	24	6714668	279778	14.0
A	1	951761	951761	13.0
Total	4318	304552129	70531	39.3

Mobile/Manufactured

Class	Number	Cash Value	Average Value	Average Age
Low	27	75101	2782	31.0
Fair	279	760414	2725	20.0
Average	5	34520	6904	21.0
Good	5	269149	53830	15.0
Very Good	0	0	0	0.0
Excellent	1	91717	91717	16.0
Total	317	1230901	3883	21.4

Town Homes

Class	Number	Cash Value	Average Value	Average Age
D	0	0	0	0.0
CD	6	482121	80354	25.0
C	0	0	0	0.0
BC	0	0	0	0.0
B	0	0	0	0.0
A	0	0	0	0.0
Total	6	482121	80354	25.7

A-Frames

Class	Number	Cash Value	Average Value	Average Age
D	0	0	0	0.0
CD	0	0	0	0.0
C	0	0	0	0.0
BC	0	0	0	0.0
B	0	0	0	0.0
A	0	0	0	0.0
Total	0	0	0	0.0

Agricultural

Class	Number	Cash Value	Average Value	Average Age
All	17	49137	2890	20.0

Commercial/Industrial

Class	Number	Cash Value	Average Value	Average Age
All	940	172602759	183620	26.0

Total Vacant: 413, Total Improved: 5171