



Request for Proposal (RFP)
City of Alpena

Assessing Services
City of Alpena Assessor

Issued by:
City Clerk's Office
208 North 1st Avenue
Alpena, MI 49707

For information
kathyh@alpena.mi.us

Proposal Due Date

April 9, 2018

2:00 p.m.

Overview

The City of Alpena is requesting proposals (RFP) from qualified companies or units of government (Company) to submit information regarding their experience, qualifications, and fees for providing Assessing Services.

The selected Company will be a department within the City of Alpena working closely with the Clerk/Treasurer/Finance Department, and will also: 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; 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.

The City has a City Charter and City Code of Ordinances. The City Council is comprised of a Mayor and four council members elected at large. The City has a population of approximately 10,000 residents.

See Attachment 1 for a breakdown of the City's tax base composition.

Assessor

Section 7.10. of the City Charter states that the duties for the Assessor as follows.

The Assessor shall possess all the powers vested in and shall be charged with all the duties imposed upon assessing officers by the general law of the state. He or she shall make and prepare all regular and special assessment rolls in the manner prescribed by this charter, and the general law of the state. He or she shall perform such other duties as may be prescribed for him or her in this charter or by the City Manager.

Section 26-105 Code of Ordinance. Required the Assessor to be responsible for the preparation of annual base year assessment roll.

Each year within 15 days following the final equalization of property in Amended and Restated Development Plan No. 1 the assessor shall prepare an updated base year assessment roll.

The updated base year assessment roll shall show the information required in the initial base year assessment roll and, in addition, the captured taxable value for that year. Copies of the annual base year assessment roll shall be transmitted by the assessor to the same persons as the initial base year assessment roll, together with a notice that it has been prepared in accordance with this division and the development plan.

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. The following is a list of the minimum services to be provided:

- Proficient in BS&A/Equalizer software.
- Minimum of twenty four (24) business working hours in Alpena 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 for 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.
- Maintain all of the City's assessment rolls, including ad valorem, specific tax rolls (IFTs, PILOTs, DDA TIF, Brownfield TIFs, CRA, NEZ), 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.
- Prepare annual assessment notices and provide a digital copy to the City's vendor for printing and mailing.
- 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 Principle Residence Exemptions (PREs), rescissions, and Property Transfer Affidavits.
- Review, provide critical projections, and assist City Staff in processing applications for Commercial Rehabilitation Act (CRA) tax abatement certificates and Neighborhood Enterprise Zone (NEZ) certificates, and other special act properties as needed.
- Process all poverty exemption applications. Hold annual workshops to review 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.

- 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.
- 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.
- Annually process and maintain Mathieu-Gast Home Improvement Abatements.
- 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 those appeals.
- Prepare changes to the assessment roll based on decisions of the Board of Review, Small Claims Division, and/or Michigan Tax Tribunal.
- Coordinate with City staff to schedule the Board of Review meetings at City Hall and post the public notices.
- Flag properties for the recycling surcharge.

Proposal Requirements:

The proposal shall include a statement of qualifications. The statement should include the name, address, and brief history of the Company. Contractors interested in applying must include a list of current clients and projects, and a minimum of three references. The City will consider those contractors that, in its sole judgment, demonstrate the skills and abilities to develop effective working relationships with the staff, officials, and public. The respondents should provide a copy of his/her assessor Certification document.

Applicants must furnish a sealed written proposal for assessing services in accordance with this RFP with three (3) paper copies and an electronic copy delivered with the proposal.

Applicants must deliver the proposal and copies to the office of **Alpena City Clerk, 208 North 1st Avenue, Alpena, MI 49707 not later than 2:00 p.m. EST on the 9th day of April, 2018.** Applicant is responsible to have the City Clerk date stamp the proposal envelope.

Proposals must be in the City Clerk's office on the date and time specified and late proposals will not be considered.

Post marks will not be considered.

Proposal must be signed by a responsible agent of the Company and must be valid for 120 days. In the proposal please provide the following information:

1. Name, address, telephone number, fax number and email address of the Company. And, the length of time at present location.
2. Name, email and telephone number of Company contact.
3. Number of years the Company has been in business.
4. Statement of Qualifications.
5. Brief history of the Company and specialty areas.
6. Experience of the Company in contracting with municipalities.
7. Municipalities currently contracted.
8. Municipalities contracted in the past.
9. Staff who will be assigned to City matters, including resume, title, specialty, years of experience, and expected role.
10. Board of Review and/or Michigan Tax Tribunal experience of staff who will be assigned to City matters.
11. Minimum of three (3) references, including contact information.
12. Draft Contract (Attachment 2). The award of a professional services contract for Assessing Services is based upon the Draft Contract attached (Attachment 2). Company should note any comments, concerns or objections to the Draft Contract in the proposal.
13. Insurance. Company must meet the minimum insurance requirements, as listed in Paragraph 12 of the Draft Contract.
14. Give the name, address and telephone number of three references.
15. Any additional data the proposer feels may be helpful in the selection process.
16. Bid 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 Tax Tribunal services, and appraisal services. (See Attachment 2, paragraphs 17-19) Rates should include clerical costs, transportation costs and all overhead for the Company.

Submission Requirements

Submit the proposal on letter size paper printing on one side only. Proposals shall be limited to 10 pages plus an executive summary and transmittal Letter. Provide tabs for each major section. Submit three (3) paper copies of the proposal and an electronic copy in Word format in a sealed envelope addressed to **City Assessing Services, c/o Alpena City Clerk, 208 North 1st Avenue, Alpena, MI 49707 before 2:00 pm, Eastern Standard Time, on the 9th day of April, 2018.** There will be no formal bid opening.

The City of Alpena reserves the right to accept or reject any and all bids or parts of bids and to waive any and all irregularities, informalities, inconsistencies, and to negotiate contract terms with the successful applicant(s), and to disregard all non-conforming, non-responsive or conditional proposals. The City reserves the right to accept any bid and price shall not be the sole determining factor.

The City reserves the right to accept part of a bid and reject other parts. Acceptance of any proposal will be based on level of experience, qualifications, costs and other factors. The City reserves the right to accept a proposal, which it determines in its sole discretion, to be in its best interest.

The City reserves the right to interview any of the bidders prior to accepting a proposal. Successful applicant must agree for all members and employees of the applicant Company to not become involved in the advocacy of the political campaign of any candidate for election to the Alpena City Council. In addition to not make any contribution of any kind designed to further the candidacy of any individual seeking election to the Alpena City Council. Public or private participation in the advocacy of political candidates for the office of Alpena City Council (including the Mayor) shall be prohibited as a condition of employment.

The City reserves the right to modify or terminate the contract based on significant Company changes.

Method of Evaluating Proposals

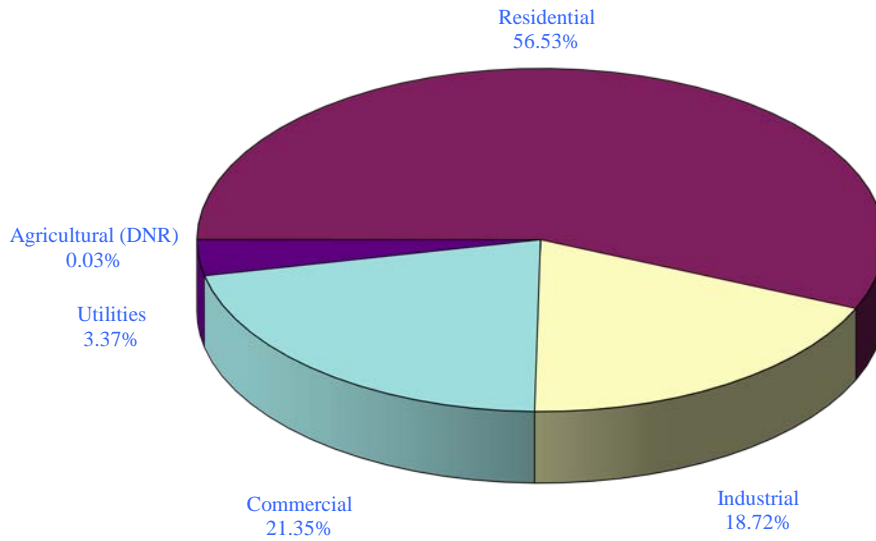
Proposals will be evaluated with a strict emphasis on quality. Attributes that will be analyzed include:

1. Company's experience with governmental entities.
2. Company's governmental resources available.
3. Involvement in municipal government activity and organizations.
4. Demonstrated knowledge of industry standards in each area of interest, specifically issues related to government.
5. Quality of staff included in assignment.
6. Reference responses.

After technical qualities have been evaluated, a Company or Companies will be selected based on subjective determination of the best interest(s) of the City of Alpena.

(See Attachment 1)

**TAXABLE VALUATION
BY TYPE
2017**



Agricultural (DNR)	\$58,310	0.03%
Residential	\$134,416,526	56.53%
Industrial	\$44,516,967	18.72%
Commercial	\$50,778,223	21.35%
Utilities	\$8,022,600	3.37%
Total *	\$237,792,626	100.00%

*Includes Special Act Rolls

Source: Alpena City Assessor's Office

(ATTACHMENT 2) DRAFT CONTRACT

ASSESSMENT CONTRACT

FOR CITY OF Alpena, Alpena County, Michigan

WHEREAS, City of Alpena, hereinafter called "City", with its principal offices located at 208 North 1st Avenue, Alpena, MI 49707, 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 called the "Company", is interested in the contract for assessment and maintenance work for City property effective TBD;

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Company 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. The company states it is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes within the State of Michigan.
2. Company 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 2019, assessment rolls, utilizing the services and personnel proposed herein.
3. Company agrees to provide advice to the City in the development of a public relations program which may be carried out by City staff under the direction of the City Manager. The Company shall be professional in manner, appearance and shall be trained in appraisal techniques. In addition, the City shall provide the Company with adequate identification indicating the Company's employees are authorized representatives of the City in the performance of the terms of this contract.
4. Company agrees to respond to inquiries and requests for assessment information from the public.
 - a. The City agrees to provide office space within the City Hall. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office, but City Officers are closed, shall be included within the hours to complete this agreement. The purpose of office hours are:
 - o 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 the 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, as agreed to by both parties.

b. The City agrees to provide clerical support to Company of approximately 30 hours per week. Clerical staff must advise Company of vacation and personal time off.

5. Company 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. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company 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 the City's legal counsel. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City Manager, Finance Director and City attorney of such requirement and work with them to arrange for expert witness and/or other preparation as necessary.

8. Company 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 Company 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. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;

- Perform onsite inspections in order to determine the value of any new construction.
- Maintain all of the City's assessment rolls, including ad valorem, specific tax rolls, and TIF 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.
- Working with the City Building Department 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 TIF, TIFA, Brownfield TIFs, CRA or other statutory tax incentive program as established by the legislature.

9. Company agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Company 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, the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.

10. Company agrees to the following enhanced services:

- To use its best efforts to promptly respond to City staff requests.
- To conduct at least two (2) workshops at City Hall during the term of this agreement to explain its services to City staff and discuss how the City and Company can work efficiently together.
- To explore ways to internally record lot splits and combinations more frequently and/or at the request of City staff
- To provide a regular means of updating ownership records from the Register of Deeds (biweekly or monthly)
- To keep all tax exemption lists as accurate and up to date as possible
- To implement courtesy email notifications for operational changes such as switching to a new database, frozen assessor roll, fieldwork, long term personnel changes, etc.
- 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 the Company in completion of the herein-stated services.

12. All Bidders shall maintain at own expense during the term of this Contract the insurance coverage:

1. Workers Compensation Insurance

- a. Bidder shall maintain statutory workers compensation and employer's liability insurance. Limits shall be no less than \$ 500,000 for bodily injury by accident or \$500,000 each employee for bodily injury by disease, Dependent on the type of project the minimum coverage may be increased.
- b. Waiver of Subrogation - Bidder waives all rights against the City of Alpena, its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by workers compensation and employer's liability insurance obtained by the Bidder.
- c. If Bidder is self-insured for purposes of workers compensation, the Bidder must submit a copy of a current letter, permit, or certification issued by the appropriate state agency.

2. Commercial General Liability and Umbrella/Excess Liability Insurance

- a. Bidder shall maintain commercial general liability (CGL), and, if necessary, commercial umbrella/excess insurance with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. If the CGL insurance contains a general aggregate limit, such limit shall apply separately to this project. Projects of a larger scope that could or would impact the greater population may require a CGL of \$2,000,000 per occurrence and \$4,000,000 aggregate. The required amount of coverage will be included in the bid specifications.
- b. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including this contract.
- c. City of Alpena shall be included as an additional insured under the CGL and under the commercial umbrella/excess, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Alpena. ***A copy of the certificate shall be provided to the City prior to the execution of the contract. On the*** Additional Remarks Schedule of the certificate it shall state: "The City of Alpena is an Additional Insured on the noted policies with respect to any contract between the Named Insured and the Certificate Holder." A sample Certificate of Liability Insurance form is attached to the end of this policy.
- d. Waiver of subrogation - Bidder waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL or commercial umbrella liability maintained pursuant to this agreement.

3. Business Auto and Umbrella/Excess Liability Insurance

- a. Bidder shall maintain business auto liability and, if necessary, commercial umbrella/excess liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, non-owned, and hired.
- b. Waiver of subrogation - Bidder waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers for recovery of damages

to the extent these damages are covered by the business auto liability or commercial umbrella insurance obtained pursuant to this agreement.

4. Professional Liability Insurance (*for Professional Services*)
 - a. Professional shall maintain professional (Errors & Omissions) coverage with a limit of not less than \$1,000,000 per loss.
 - b. Such insurance shall cover damages arising out of a Wrongful Act including any error, omission, or negligent act committed in the performance of professional services for the City of Alpena.
 - c. If coverage requested in 4 is written on a claims-made basis, the Professional warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period (EDP) will be exercised for a period of 3 years beginning from the time that work under this Contract is completed. Contractor shall bear the expense of purchasing the EDP, if applicable. A copy of the certificate shall be provided to the City prior to the execution of the contract. On the Additional Remarks Schedule of the certificate it shall state: "The City of Alpena is an Additional Insured on the noted policies with respect to any contract between the Named Insured and the Certificate Holder."

13. The Company 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.

14. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.

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

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

17. The City agrees to pay the Company as follows;

July 1, 2018 to June 30, 2019, \$ TBD annually

The payments shall be made in twelve (12) equal installments due on the fifteenth (15th) day of each month, beginning (to be determined up execution of this contract).

Company agrees to work in City Hall at least three (3) business days per week, or the equivalent thereof, on Monday, Wednesday and Friday, or three (3) agreed upon by both parties. Alternate work days may be negotiated between the parties from time to time, due to holidays, special projects, or any other special circumstances that may arise.

The City of Alpena shall have the right to extend this contract for one additional one-year period if both parties can mutually agree upon pricing. In no case shall the contract be extended beyond the additional one year. If both parties cannot agree on prices for a contract extension, the existing contract will be allowed to expire and the contract will be rebid.