



REQUEST FOR PROPOSAL (RFP)
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MI

FOR

ASSESSING SERVICES ASSESSOR OF RECORD, CHARTER TOWNSHIP OF UNION

ISSUE DATE:

May 1, 2020

PROPOSAL DUE DATE:

MAY 29, 2019

4:00 PM EST

SERVICE COMMENCEMENT DATE:

JULY 6, 2020

Overview

The Charter Township of Union 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 operate under the general direction of the Finance Director, 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 with the State of Michigan.

The successful applicant will start as the Township's Assessor on July 6, 2020. The contract will be for three (3) years, with the option for annual extension if agreed upon by both parties.

Property Class	Parcel Count	SEV
Agricultural	161	\$ 19,213,000
Commercial	499	\$ 244,959,300
Industrial	14	\$ 4,274,500
Residential	2,316	\$ 167,308,700
Personal Property	531	\$ 32,258,500
IFT Real	3	\$ 534,200
IFT Personal	4	\$ 296,100
Exempt	152	-0-
Total	3,680	\$468,844,300

Scope of Services

The Township is seeking to secure the services of a Michigan Advanced Assessing Officer (MAAO) certification. This is for work on a contractual basis. The following is a list of the minimum services to be provided:

- Proficient in BS&A software
- Minimum of sixteen (16) business working hours in Township Hall per week; with the only exception being the week of Christmas and New Year's. The specific hours will be mutually agreed upon in order to provide consistency for the public, Township and consultant
- 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 when present
- 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 Township in accordance with state law
- 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 Township's assessment rolls, including ad valorem, specific tax rolls, and

special assessments in order to ensure compliance with state law

- Track captured values in the tax capture districts (DDA)
- Keep the property record field cards up-to date, including pictures or sketches
- Print and send annual assessment notices
- In consultation with Township Building and Zoning Administrator, perform land division and combinations as necessary, complying with the State's Land Division Act and local ordinance
- Analyze property sales of all property classes within the Township 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 Principal Residence Exemptions (PREs), rescissions, and Property Transfer Affidavits and Transfer Deeds
- Provide critical projections and assist Township Staff in annual budget preparations
- File all necessary State and County reports pertaining to the Assessment and Tax Rolls
- Annually prepare a report regarding the status of the Assessing operation and the Assessment Roll(s) and present it to Township Board
- Attend Township Board and/or Board of Reviews meetings on an as needed basis
- Complete Apex land and building footprint sketches for all real properties in the Township
- Update Township personnel with pertinent information on all name and address changes made to the database(s)
- Keep records up to date with new street addresses
- Maintain parcel and tax maps, including coordination with the Township and 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 Township's liaison in communicating with the public and other governmental agencies on assessing issues
- Represent the Township 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 Township'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 Township staff to schedule the Board of Review meetings at Township Hall and post the public notices
- Manage/coordinate AMAR review, responses and implementation matters

Proposal Requirements

The proposal shall include a statement of qualifications. The statement should include the name, address, and brief history of the Company. The statement should also identify and describe the qualifications of the primary points of contact for the Township as it pertains to the execution of services. Contractors interested in applying must include a list of current clients and projects, and a minimum of three references. The Township 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.

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, and certification level of chief executive of the Company
2. Name, address, telephone number, and certification level of primary Company contact (if other than chief executive)
3. Number of years the Company has been in business
4. Brief history of the Company and specialty areas
5. Experience of the Company in contracting with local units of government
6. Local units of government currently contracted
7. Local units of government contracted in the past
8. Staff who will be assigned to Township matters, including summary of qualifications, title, specialty, years of experience, and expected role
9. Board of Review and/or Michigan Tax Tribunal experience of staff who will be assigned to Township matters
10. Draft Contract (Attachment A): The award of a professional services contract for Assessing Services is based upon the Draft Contract attached (Attachment A). Company should note any comments, concerns or objections to the Draft Contract in the proposal
11. Insurance: Company must meet the minimum insurance requirements, as listed in Paragraph 14 of the Draft Contract (or as agreed upon by the Company and Township)
12. The name, address and telephone number of three references
13. Any additional data which may be helpful in the selection process
14. Bid amounts:
 - Annual contract amount
 - Payments will be made in four (4) equal installments each quarter (see Attachment A, paragraph 19 for more details)
 - Any variable billing amounts (if applicable)
 - Provide hourly rates for non-standard Michigan Tribunal services, legal counsel, and appraisal services (See Attachment A, paragraphs 20-21); rates should include clerical costs, transportation costs and all overhead for the Company

Submission Requirements

Applicants must provide only an electronic copy of the written proposal for assessing services in accordance with this RFP. Copies should be emailed to the Mark Stuhldreher, Township Manager, at mstuhldreher@uniontownshipmi.com not later than 4:00 p.m. EST on the 29th day of May 2020.

The Charter Township of Union 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 Township reserves the right to accept any bid which it determines, in its sole discretion, to be in the best interest of the Township, and price shall not be the sole determining factor. The Township reserves the right to interview any of the bidders prior to accepting a proposal.

Method of Evaluating Proposals

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

1. Company's experience with governmental entities
2. Company's governmental resources available

3. Quality of staff included in assignment
4. Reference responses

After technical qualities have been evaluated, the Company will be selected at a regular meeting of the Township Board of Trustees on June 24, 2020. Services shall be expected to start July 6, 2020.

ATTACHMENT B

DRAFT ASSESSMENT CONTRACT
FOR CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

WHEREAS, Charter Township of Union, hereinafter called "Township", with its principal offices located at 2010 S Lincoln, MT Pleasant, MI 48858 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 Township property effective July 6, 2020;

IT IS THEREFORE AGREED:

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 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. 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 assessor duly certified in the State of Michigan and complying with Michigan Statute for certification levels, presenting a Michigan Advanced Assessing Officer (MAAO), shall act as the assessor of record and supervise the preparation of the _____, and _____ assessment rolls, utilizing the services and personnel proposed herein.
3. The Company shall be professional in manner, appearance and shall be trained in appraisal techniques. In addition, the Township shall provide the Company with adequate identification indicating the Company's employees are authorized representatives of the Township in the performance of the terms of this contract.
4. Company agrees to respond to inquiries and requests for assessment information from the public. The Township agrees to provide office space within the Township Hall, or other Township 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 the Company 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 the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours is:
 - To meet with Township 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 Township and prospective business and industry investors; acts as a resource for Township citizens by responding to inquiries and interpreting State laws.
 - To perform certain other functions as described herein.
5. Company agrees to provide similar services as described in item #4 remotely from their place of business when not at Township hall
6. 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.
7. Company agrees that all files and work products, including departmental files, property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers related to this engagement are the property of the Township.
8. Company agrees to represent the Township in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend or provide testimony on all assessments to the MTT as needed during this contract.
9. Township agrees that responses to the Full MTT shall be prepared in coordination with the Township Attorney unless otherwise requested by the Township. The Parties mutually agree to provide full cooperation with legal counsel or agents of the other in preparing such responses.
10. 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 Township including but not limited to;
- a. 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.
 - b. Maintain all of the Township's assessment rolls, including ad valorem, specific tax rolls, and special assessment districts.
 - c. Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
 - d. Perform neighborhood market studies and land value analyses throughout the term of this contract.
 - e. Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
 - f. Provide digital photographs of all properties visited for maintenance purposes.
 - g. Working with the Township Building Department to ensure all new property is equitably assessed.
 - h. Prepare all new property record cards in compliance with State Tax Commission

requirements.

- i. Manage/coordinate AMAR review, responses and implementation matters
- j. Attend, prepare, and work with all Boards of Review.
- k. Assist Township in establishment of any statutory tax incentive program as established by the legislature.

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

12. Company agrees to the following enhanced services:

- a. To use its best efforts to promptly respond to Township staff requests.
- b. To explain its services to Township staff and discuss how the Township and Company can work efficiently together.
- c. To explore ways to improve the efficiency of operations or the assessing/finance departments as requested by staff.
- d. To provide a regular means of updating ownership records from the Register of Deeds (monthly).
- e. To keep tax exemption lists as accurate and up to date as possible.
- f. To implement courtesy email notifications for operational changes such as switching to a new database, frozen assessor roll, field work, long term personnel changes, etc.
- g. 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; unless otherwise arranged with the Township Manager.

13. Township agrees that in addition to the responsibilities provided herein, the staff of the Township shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.

14. The Company shall be liable to the Township, and hereby agrees to indemnify and hold the Township 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 the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Company and the Township 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 Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of

Michigan.

- c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$1,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the Township understands that it cannot be listed an additional insured under this type of policy. Should the Township or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the Township or its officers, directors, employees and elected official exceed the coverage 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, the Company shall deposit with the Township the previously mentioned policies of insurance or certificates, therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the Township Clerk at the beginning of each year.

15. 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. In the event of a claim against the Township relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the Township has no right to indemnification from Company.

16. The Township and Company agree that the relationship of the Township 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.

17. In the event that the Township shall not be in substantial compliance with the terms of this agreement, the Company shall give the Township written notice of said breach and thirty (30) days to cure the breach. If the Township 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.

18. The Township 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 other party.

19. The Township agrees to pay the Company as follows:

July 6, 2020 to June 30, 2021: \$_____ annually;

July 1, 2021 to June 30, 2022: \$_____ annually;

July 1, 2022 to June 30, 2023: \$_____ annually

The payments shall be made in four (4) equal installments paid quarterly. Any rate adjustments shall be mutually agreed upon in writing for subsequent renewal terms.

Company agrees to work in Township Hall at least sixteen (16) business hours per week, or the equivalent thereof. Work hours may be negotiated between the parties from time to time, due to holidays, special projects, or any other special circumstances that may arise.

20. The provision of all other services, which may include Michigan Tax Tribunal petitions not in the Small Claims Division, legal counsel, appraisal services rendered by the Company, or other services

beyond the scope of this agreement, shall be billed at the following rates:

<u>Service</u>	<u>Rate</u>	<u>Effective Dates</u>

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

22. The Township and Company agrees that the initial term of this contract shall begin July 6, 2020 and expire June 30, 2023. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party. The Township and Company also agree that either party may terminate this agreement by giving sixty (60) days written notice to the other party.

23. The Township and Company agree this contract is entered into subject to the applicable laws of the State of Michigan and the Federal Government.

24. Contingent Fees. The Company warrants it has not employed or retained any company or person, other than bonafide employees working solely for the Company, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Company, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warrant, the Township shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the Company, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

25. The Company 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.

26. The Company 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.

27. The Company agrees that any employees or representative of the Company performing services on-sight shall be subject to the Township's Personnel Policy and all employee conduct rules including those on the use of computer equipment and codes of conduct. Breach of this provision may be regarded as a material breach of the Agreement.

AGREED to this _____ day of _____, 2019. CHARTER TOWNSHIP OF UNION

By: _____ Township Supervisor

By: _____ Township Clerk

By: _____ Company