



Issue Date: **February 27, 2023**
Title: **Assessing Services**
Issuing Agency: **City of New Buffalo**
224 West Buffalo Street
New Buffalo, MI 49117

Pre-proposal Questions: Questions may be sent via e-mail to Amy Fidler at afidler@cityofnewbuffalo.org through 2:00 PM on March 6, 2023. Any written response(s) of the City will be issued as an addendum to the Request for Proposal ("RFP") and will be available on the City's website www.cityofnewbuffalo.org no later than March 8, 2023.

Proposals: All firms or individuals shall answer the qualifications questionnaire and submit all information requested herein in order for submission to be considered. The City reserves the right to not consider any submissions after the required submission date.

Provide at least three (3) copies of the enclosed qualifications questionnaire and bid proposals in a sealed envelope clearly marked with "RFP – Assessing Services" by the required submission date.

Written Proposal Deadline: Proposals must be sealed and received via hand delivery, mail or courier **on or before 3:00PM EDT on March 27, 2023** for furnishing the services described herein, to:

City of New Buffalo
Office of the City Clerk
224 West Buffalo Street
New Buffalo, MI. 49117

Facsimile submissions will not be accepted.

PROPOSALS RECEIVED AFTER 3:00 PM EDT ON MARCH 27, 2023 WILL NOT BE ACCEPTED OR WILL BE MARKED LATE AND RETAINED UNOPENED.

I. PURPOSE

The City of New Buffalo is issuing a request for proposals and, therefore is seeking proposals from qualified bidders to provide assessing services on a part-time contractual basis for the city, with a Michigan Advance Assessing Officer III (MAAO III) certification or higher.

The City has a 2022 State Equalized Valuation of \$366,262,100 and consists of 2,732 parcels. Successful bidders will provide a comprehensive solution to provide professional staffing in accordance with the specifications, terms and conditions contained herein.

II. BACKGROUND

The City includes a Downtown Development Authority (DDA) tax capture district.

The City of New Buffalo (City) is a lakefront community located in Berrien County, is approximately two and one-half (2.5) square miles in size, has a population of 1,654 and operates under a municipal written charter.

The charter establishes the city's Council/Manager governmental structure form of government, which consists of a five (5) member governing body, composed of a Mayor and four (4) City Council members. General Information about the city can be found on the City's website at www.cityofnewbuffalo.org.

The City currently has a part-time Assessing Department; one staff person with a Michigan Advanced Assessing Officer (MAAO) certification.

III. SCOPE OF WORK

The City of New Buffalo is seeking proposals from professional firms to provide municipal property tax assessing services for the City of New Buffalo. The services to be performed through the contract pursuant to this RFP shall include the following:

- a. Supervising assessing staff in providing responsive customer service and company contracted field appraisers;
- b. Establishment of land values and neighborhood economic condition factors;
- c. Use of City's BS&A Software assessing system;
- d. Providing assessment roll information for City Commission approval;
- e. Aid the City's Attorney regarding all petitions brought before the full claims division of the Michigan Tax Tribunal;
- f. Work with the County Equalization Director to meet statutory requirements and review of equalization studies;
- g. Completing all required state forms in an accurate and timely manner in accordance with Michigan State Tax Commission policies and procedures;
- h. Supervise handling of all special taxing situations including, but not limited to Renaissance Zone, Brownfield, Downtown Development Authority, and other specific rolls;
- i. Supervise handling of all property tax exemptions including poverty exemptions in accordance with Michigan State Tax Commission policies

- and procedures and City policies and procedures;
- j. Real property appraisal and data entry in accordance with Michigan State Tax Commission policies and procedures, including all field work and analyses for building and related permits and periodic neighborhood reviews (4-year cycle);
 - k. All data listings including but not limited to cyclical, permits, overvaluations and sales;
 - l. Physical inspections of residential, industrial and commercial properties to obtain sufficient data to determine full and fair values of both land and buildings;
 - m. Conferences with property owners, private appraisers, attorneys, assessors, tax representatives and others relative to the assessed values on properties;
 - n. Maintenance of current knowledge of real estate market trends to establish appropriate market values;
 - o. Discovery, listing and valuation of all personal property in the City. Physical inspections of businesses in town to gather information regarding personal property valuation;
 - p. Analysis and review of pertinent sales information that will affect revaluation;
 - q. Maintaining parcels' digital images and building sketches;
 - r. Personal property appraisal and data entry in accordance with Michigan State Tax Commission policies and procedures, including canvassing, statement entry and analysis, estimation of value for non-filers, and addressing omitted property under MCL 211.34(d);
 - s. Provide on-site assistance during the month of March to sit in session with the March Board of Review and assist with computer entry, answer board questions and to provide field inspection and value determination of appraised parcels at the board's request; and
 - t. Use of City's BS&A Software system live database by in-house and/or remote means.

These items are not meant to be all inclusive/exclusive of the services to be provided. The successful firm shall operate the Assessor's office in the normal course of business in accordance with established policies and procedures.

IV. PROPOSAL REQUIREMENTS

Interested firms or individuals shall submit three (3) copies and respond to each of the following items as clearly as possible:

1. A cover letter introducing the firm.
2. The completed questionnaire.
3. A brief but complete history of the firm.
4. Resumes of personnel who will be assigned to the contract and describing their role.
5. A list of similar engagements performed during the last five (5) years.
6. A work plan of how the firm will accomplish work specified in this RFP.

7. A proposed contract specifying the scope of work and required compensation.

V. TIMEFRAME

The period of the proposed contract can be in effect for up to five (5) years, beginning August 1, 2023 and may be renewed at the option of the City. Any renewal of the proposed contract will be contingent on mutual acceptance of terms of the extension.

VI. EVALUATION OF QUALIFICATIONS

The professional property tax appraisal services firms will be evaluated on the following criteria which include but are not limited to:

- Firm's experience – especially with municipal governments the size of New Buffalo
- Firm's experience with the city's electronic assessing system.
- Staff qualifications and experience (as demonstrated in firm's experience)
- Michigan certifications held by staff.
- Capacity of firm in terms of number of employees, capability of providing services requested, and experience in all phases of operating a city assessing department.

VII. WORK PRODUCT

All products used or created in conjunction with the services covered under this agreement shall be the sole property of The City of New Buffalo, and that, in the event of cancelation or termination, such products will remain with the municipality.

VIII. INSURANCE

If the acts or omissions of the Contractor/Vendor or its employees, agents, or officers cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of New Buffalo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

The Contractor shall furnish, within ten (10) days from the notice of award, certificate(s) of insurance providing insurance coverage as follows:

- (a) **Workers' Compensation Insurance** – Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers' Compensation Act, including Employer's liability of \$500,000.
- (b) **Commercial Liability Insurance** – Including premises and operations, including Explosion, Collapse and Underground (XCU) coverage, if the nature of the contract requires XC or U work. Product and completed operations, contractual and independent contractor's protection with limits as follows:

| | Construction | Non-Construction |
|---|---|--|
| Bodily Injury | \$1,000,000/ea. \$1,000,000 occurrence | \$500,000/ea. \$500,000 occurrence |
| Property Damage Or | \$ 500,000 occurrence \$ 500,000 aggregate | \$250,000 occurrence \$250,000 occurrence |
| Bodily Injury/ Property Damage | \$1,000,000 CSL | \$500,000 CSL |

- (c) **Automobile Liability Insurance** – Including owned, non-owned and hired motor vehicles as well as Michigan Property Protection Insurance as required by statute. Limits as follows:

| | | |
|---|---|--|
| Bodily Injury | If vehicles are required for construction work \$1,000,000/ea. \$1,000,000 occurrence | If vehicles are not required for construction work \$ 500,000/ea \$ 500,000 occurrence |
| Property Damage | \$ 300,000 occurrence/ \$ 300,000 aggregate | \$ 250,000 occurrence/ \$ 250,000 aggregate |
| Bodily Injury/ Property Damage | \$1,000,000 CSL | \$1,000,000 CSL |

- (d) **Comprehensive professional (errors and omissions)** - liability insurance with limits no less than \$500,000 aggregate which shall insure against acts which are in the nature of professional services performed by consultants.

The above requirements should not be interpreted to limit the liability of the Contractor under this contract. **All Insurers shall be licensed or authorized to do business in the State of Michigan.** All coverage shall protect the Contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. **The City of New Buffalo, its officials, agents, and employees shall be included as additional insured with respect to all liabilities policies herein.**

IX. ADDITIONAL INFORMATION

It is the responsibility of the respondent to inquire about and clarify any aspect of this RFP not understood. Questions and requests for clarification must be submitted in writing by 3:00 PM on March 9, 2023 to Amy Fidler at afidler@cityofnewbuffalo.org. This RFP and responses to questions submitted will be posted on the City's website at www.cityofnewbuffalo.org by March 13, 2023.

X. TERMS AND CONDITIONS

1. All facts and opinions stated within this RFP and in all supporting documents and data are based on available information from a variety of sources. Additional information may be made available via written addenda throughout the process. No representation or warranty is made with respect

thereto.

2. Respondents to this RFP shall be responsible for the accuracy of the information they provide to the City.
3. The City reserves the right to reject any or all proposals, waive any irregularities or non-compliance in any proposal or split the award by items and to select and engage that firm deemed to best meet the City's interest. The City specifically may choose other than the lowest cost proposal in order to provide the requisite services under terms and conditions which, in its sole judgment, are deemed to be in the best interest of the City.
4. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications, or to allow corrections of errors or omissions.
5. The City will NOT reimburse firms for any expense incurred in preparing proposals in response to this RFP. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the submitted proposal and confirmed in the written contract between the City and the selected firm.
6. Nothing contained herein shall require the City to enter into exclusive negotiations; and the City reserves the right to amend, alter and revise its own criteria in the selection of a respondent without notice.
7. The qualifications of each member of the team are important criteria in the selection process. The selected team will not be allowed to substitute any members without prior approval by the City. The City, at its sole discretion, reserves the right to accept or reject proposed changes to the team.
8. In the interest of a fair and equitable process, the City retains the sole responsibility to determine the timing, arrangement and method of any proposal presentations throughout the selection process. Members of the team are cautioned not to undertake activities or actions to promote or advertise their qualifications or proposal except in the course of City sponsored presentations.
9. If negotiations are not completed with the top ranked team, negotiations may proceed with the next most qualified team or teams.
10. Upon selection of a qualified team through the RFP process, the City shall enter into a contract for services (based on an approved scope of services and budget) with the selected team on terms and conditions acceptable to the City. Until execution of a contract, the City reserves the right to cease negotiations and to start the RFP process again.
11. All submittals will become the property of the City and will become public documents subject to public disclosure with limited exceptions, under the Michigan Freedom of Information Act.
12. The Contractor/Vendor shall hold the City of New Buffalo, its officers, agents, servants, and employees, harmless from liability of any nature or kind on

account of use of copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used under the quotation.

QUALIFICATIONS OF PROFESSIONAL FIRM QUESTIONNAIRE

Please answer the following questions completely. You may submit answers on this form or as an attachment to this document, additional information (brochures, illustrations, etc.) will also be used in determining qualifications. If not using this form please follow its format.

Firm Name:

Address:

City

State:

Zip:

Authorized Signer Name:

Contact #

Fax#

Email:

Established:

Year: _____

State:

Number of Employees:

Full: _____

Part-time:

Type of Organization:

a. Individual _____

b. Partnership _____

c. Corporation _____

d. Other _____

Former firm name(s) if any, and years in business:

Home Office and telephone number:

Website:

Qualifications of Professional Firm

Personnel of firm who will provide city tax assessing services. Attach Resumes of Personnel:

| NAME | TITLE | SPECIALTY | EXPECTED ROLE | YEARS OF EXPERIENCE | CERTIFICATION |
|------|-------|-----------|---------------|---------------------|---------------|
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Please attach responses to the following questions behind this Qualifications of Professional Firm Questionnaire

1. Attach a list of similar property tax assessing services contracts performed over the past five (5) years. Include contact person and phone number, professional services provided and sizes of municipality.
2. Attach a list of all other service contracts in which personnel assigned to this project will perform, while also servicing this contract. Please indicate the State Equalized Value of both real and personal property along with total parcels in each municipality.
3. Identify any additional professional consulting service(s) or other subcontractor(s) you will use to work on this project and their expected role(s).
4. Provide any recommendations from municipal officials in which the firm has provided similar professional assessing services.

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: _____ Name: _____

Title: _____ Date: _____