

# **Request for Proposal**

## **Property Assessor/Appraiser Town of Onalaska**

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## Section 1 General Information, Schedule of Events, Proposal Submission

### 1.1 Overview

The objective of this process is to select a Property Assessor for the Town of Onalaska

### 1.2 Definitions

RFP - Request for Proposal

Municipality – Town of Onalaska

### 1.3 RFP Schedule of Events

The following is a list of the important dates for activities related to the RFP process. The Municipality reserves the right to change these dates and will post the changes on its web site.

Activity	Date
RFP released	Posted & mailed June 20, 2011
Submission of Proposals	Request proposals by July 5, 2011
Full Board/Council Approval	Tuesday, July 12, 2011 @7:00 PM
Anticipated Contract Start Date	ASAP after acceptance

- A. **A vendor may contact Town of Onalaska Chairman, Rolly Bogert at 608-790-2800 anytime between 8AM and 5PM Monday through Friday with questions or for clarification regarding the RFP.**
- B. **Vendor Proposal will be reviewed at a Town Board meeting to be held on Tuesday, July 12, 2011 at 7 PM in the Town of Onalaska Town Hall, W7052 Second Street, Onalaska, WI 54650. All Vendors wishing to be considered are required to have written proposal submitted to the Town of Onalaska prior to that date, and are to attend this Town Board meeting and be available for questions.**
- C. **Please note that this is the scheduled date as of the release of this RFP. It is the vendor's responsibility to be aware of Committee Meeting times and dates. This information can be accessed on the Municipality web site at <http://www.co-lacrosse.wi.us/TownOfOnalaska/>**

### 1.4 RFP location

This RFP is posted on the Town of Onalaska web site and at the Town of Onalaska's three regular posting sites. The Town of Onalaska reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, alter or delete any part of the RFP, changes to the RFP will be posted on the web site or at all three posting sites. It is the vendor's responsibility to be aware of amendments that are posted on the web site or in the Town of Onalaska.

### 1.5 Submission of Questions

Scope of Work Questions:

Procurement Process Questions

## **1.6 Submission of Proposals**

Vendors shall submit one (1) copy of their proposal in a complete original paper form and one (1) copy in an electronic format such as a CD or jump drive.

**Sealed Proposals must be delivered no later than Tuesday, July 5, 2011 to the Town of Onalaska, W7052 Second Street, Onalaska, WI 54650 by 5:00 PM**

**Proposals received after the above date and time will be returned unopened.**

## **1.7 Opening of Proposals**

A copy of each proposal will be provided to each board member for review prior to the July 12, 2011 Town Board meeting. The names of vendors who properly submitted proposals will be announced, and vendors in attendance will be asked to identify themselves. Announcement of the names of the vendors who submitted proposals is not a guarantee that the proposals otherwise comply with the specifications of this RFP.

## **1.8 Ownership of Proposals**

All proposals submitted on time become the property of the Town of Onalaska upon submission, and the proposals will not be returned to the Vendors. By submitting a proposal, the Responder agrees that the Town of Onalaska may copy the proposal for purposes of facilitating the evaluation.

## **1.9 Other information**

Vendors may submit any other information that is not described in this proposal that would be beneficial to the Town of Onalaska. If, in the vendor's opinion, the Town of Onalaska has overlooked anything material or relevant, such item(s) may be brought to the Town's attention and be included in the proposal.

## **1.10 Public Records Law**

All proposals are subject to the Wisconsin Public Records Law.

## **1.11 Incurred costs**

The Town of Onalaska is not responsible for any costs incurred by the Vendor in the preparation of the proposal, participation in the Vendors' meeting, or for any other cost to the Vendor associated with responding to the RFP.

## **Section 2 - Terms and Conditions**

**2.1** The Municipality reserves the right to accept or reject any or all proposals or portions thereof without stated cause.

**2.2** The Municipality reserves the right to re-issue any requests for proposals.

**2.3** Upon the selection of a finalist vendor, the Municipality by its proper officials, employees, or agents shall attempt to negotiate and reach a final agreement with this vendor. If the Municipality, for any reason, is unable to reach a final agreement with this vendor; the Municipality reserves the right to reject such vendor and negotiate a final agreement with the vendor who has the next most viable proposal. The Municipality may also elect to reject all proposals and re-issue a request for proposal.

**2.4** Clarification of proposals: The Municipality reserves the right to obtain clarification of any point in a vendor's proposal or obtain additional information.

**2.5** The Municipality is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the Municipality.

**2.6** The Municipality reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the Municipality.

**2.7** The Municipality reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the vendor.

**2.8** The Vendor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Municipality, and its agents, officers and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or inequity, caused by any wrongful, intentional, or negligent act or omission of the Vendor, or its (their) agents and / or sub-contractors which may arise out of or connected with activities covered by this contract.

**2.9** The selected vendor shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Municipality.

**2.10** No reports, information, or data given to or prepared by the firm under contract shall be made available to any individual or organization by the firm without the prior written approval of the Municipality.

**2.11** Should the selected vendor merge or be purchased by another individual or firm contract continuation would be at the Municipality's option.

**2.12** Vendor agrees that in order to protect itself as well as the Municipality, its officers, Boards, and employees under the indemnity provisions set forth in the paragraph above, Vendor will at all times, during the terms of this contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:

- Workers' Compensation: minimum amount statutory
- Comprehensive General Liability: \$1,000,000 per occurrence and in aggregate for bodily injury and property damage
- Excess Liability coverage: \$1,000,000 over the General Liability

**2.13** The Municipality shall be given thirty (30) days advanced written notice of any cancellation or non-renewal of insurance during the term of this contract. Upon execution of this contract, the Vendor will furnish Municipality with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Municipality upon any matter herein indemnified against, Municipality shall within five (5) working days cause notice in writing thereof to be given to Vendor by certified mail, addressed to its post office address. Municipality shall cooperate with Vendor and its attorneys in defense of any action, suit or other proceedings.

### **Section 3 Data Retention and Security**

#### **3.1 Data Retention and Security**

The vendor shall be responsible, at their own expense, to create a backup and preservation program for all assessment related parcel level data, comparables and valuations. It is the municipality's recommendation that the length of time to preserve data be aligned with State programs regulations of public record keeping.

Backups and retention processes should be done based on frequency of changes to the data. Data on electronic media should be stored in a cool dry place, with copies taken offsite whenever possible. Security measures should be taken to ensure the media is secure and virus free, either when sending or receiving data.

Vendors shall have adequate insurance to rebuild and replace all data at their expense should any data be lost to viruses or other natural cause or disaster.

Vendors shall provide a description (no more than one page) on any Sustainability programs, initiatives or projects, if any, that the company is currently engaged.

## **Section 4 Scope of Work**

**4.1 Inspections.** The following inspection cycle shall be completed by Assessor annually:

- 1) New construction, annexed properties, and exempt status changes shall be physically inspected, and the electronic property record card prepared or updated.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.
- 3) Improved properties under construction over a period of years shall be re-inspected.
- 4) All sale properties, legal description changes, acreage, zoning and conditional use changes shall be reviewed and inspected.
- 5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
- 6) Mobile home statement of monthly parking fee calculations shall be completed, if municipality has a mobile home park.
- 7) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forest land and undeveloped land.
  - a) The Assessor shall submit, to the La Crosse County Treasurer, a listing of parcels that are subject to the Use Value Penalty. Per ss 74.485
  - b) This listing shall be submitted within fifteen (15) days of the Board of Review Meeting.
- 8) The assessor shall indicate what percentage of the improved properties shall be physically inspected annually to maintain the accuracy of the full market value assessments.

**4.2. Parcel Identification.** The legal description, drawing and measurements of each land parcel and improvements shall be contained in the existing property record. Drawings shall be made for all new records. In the event a discrepancy exists, the Assessor shall investigate and correct the record immediately.

**4.3 Preparation of Record Cards.** Appropriate State approved record cards shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and shown on the respective forms. The Assessor shall supply to the Municipality, a complete set of property records either on computer readable format compatible with the Municipality's computer system when a computer

valuation program is used, or a hardcopy until the manual system is converted to electronic, and update the records within fourteen (14) days of final adjournment of the Board of Review. The records shall be updated prior to the open book and again to reflect any changes made at the Board of Review.

**4.4 Open Book Conference.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment rolls, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall send notice to each property owner of any change in assessment. The notice form used shall be that prescribed by the Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen (15) days prior to the first day of the conferences for the convenience of property owners. The assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two hours. The assessor shall verify that statutorily required instructional materials are available at the open book conference.

**4.5 Completion of Assessment Roll and Reports.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes, statutory dates, and the Wisconsin Property Assessment Manual. Final assessment figures for each property shall be provided by the Assessor to the Municipality, and the roll shall be totaled to exact balance. The Assessor shall prepare and submit the Assessor's Final Report, all TID Reports and Computer Exemption Reports to the appropriate Department of Revenue district office.

**4.6 Board of Review Attendance.** The Assessor shall be present at the first meeting of the Municipal Board of Review according to sec. 70.47(3) (ag), Wis. Stats. The Assessor or his/her authorized representative shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath in regard to the values determined. The Assessor shall attend other meetings of the Board of Review, only if specifically requested to do so by the municipality. In the event of appeal to the Department of Revenue or the Courts, the Assessor shall be available upon request of the Municipality to furnish testimony in defense of the values determined.

**4.7 Personal Property Assessments.** The Assessor shall distribute annual personal property statements to all businesses and by May first each year, review statements and follow up with non-filed or incorrect statements. The Assessor shall determine the appropriate assessment. The assessor shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class.

- A. Assessors shall have the ability to submit the personal property data electronically to the La Crosse County Zoning, Planning, and Land Information Department in the format provided by La Crosse County.
- B. The Assessor shall also submit a detailed Total Valuation sheet that must be balanced with the La Crosse County Total.

**4.8 Public Requests and Availability.** The Assessor shall timely respond to all open records requests received by the assessor. In so doing, the assessor shall comply with the confidentiality provisions of the law, including sec. 70.35(3), regarding the personal property return; sec. 70.47(7)(af), regarding income and expense information provided to the assessor and board of review; and sec. 77.265, the real estate transfer return. The Assessor shall maintain a local or toll free telephone service with at least a 24-hour answering machine to receive calls from the Municipality or property owners. The Assessor shall timely respond to all telephone inquiries within 2 - 3 working days. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. The Municipality shall allow access and make available to the assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the municipality at no cost.

#### **4.9 Splitting Tax Bills for divided parcels.**

Assessor shall comply with ss 70.32 and cooperate fully with the local treasurer

#### **4.10 Internet Access.**

- A. The Assessor shall develop the needed format and make available assessment records for display on La Crosse County's Web Site.
- B. Assessors shall access tax parcel maps along with the tax parcel historical information via the La Crosse County website. [www.co.la-crosse.wi.us](http://www.co.la-crosse.wi.us)

#### **4.11 Submission of Real Estate Data.**

All data must be submitted electronically via disc, cd, or email to the La Crosse County Zoning, Planning, and Land Information Department in a format provided by La Crosse County.

- A. The Assessor shall also submit a detailed Total Valuation sheet that must be balanced with the La Crosse County Total.
- B. The assessor shall have the ability to provide the data electronically, in a medium that is consistent with the La Crosse County format. The assessor's proposal shall indicate what software they currently use.

#### **4.12 Timelines and Board of Review.**

- A. The Board of Review meeting shall be held within 30 days after the 2<sup>nd</sup> Monday in May. Per S.S. 70.47
- B. The Assessor shall submit the completed Assessment Data to the La Crosse County Zoning Department in the proper electronic format no later than 30 days before the municipalities Board of Review is scheduled to meet.
- C. It is required that the time-frame and meeting dates in (A) and (B) above are adhered to for the following reasons:
  - 1. On or before the 2<sup>nd</sup> Monday in June – Statement of Assessment is due to the Department of Revenue. S.S. 70.53
  - 2. August 15<sup>th</sup> – Department of revenue certifies the equalized values to the cities, villages, towns and counties. S.S. 70.57
  - 3. TID report shall be submitted by Municipal Clerk and Assessor to the DOR per Wis. Stat. 66.1105(6) (a).

#### **4.13 General Requirements**

- A. **Conformance to Statutes.** All work of Assessor shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue and the Municipality. The Assessor shall value all agricultural land at its use value, adjusted to the overall level of assessment. All Agricultural forest and undeveloped land shall be assessed at 50% of its full value, and adjusted to the level of assessment.



- B. **Oath of Office.** The Assessor shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. If the Assessor is a corporation or partnership, the person designated as responsible for the assessment shall comply with the above. The oath shall conform to Section 19.01 and filed with the Municipal Clerk prior to commencing duties.
- C. **Qualifications and Conduct of Personnel.** The Assessor shall provide at his/her own expense any personnel necessary and shall comply with the following:
1. All personnel providing services shall be currently certified in compliance with Sec. 70.005 and 73.09, Wis. Stats. and the administrative rules prescribed by the Wisconsin Department of Revenue.
  2. The Assessor shall submit to Municipality a resume containing the name, address, education and prior experience of each employee anticipated to provide assessing services to the Municipality. Employees of the company who are later hired or were not anticipated to provide such services at the time of this Contract, shall submit appropriate information for approval of the Municipality before field inspection work is started by the employee.
  3. All employees, agents, or representatives of the Assessor, including the Assessor, shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
  4. The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal. The local municipality shall review/evaluate the Assessor's work yearly.
  5. The Assessor shall supply all of the Assessor's field representatives with identification cards, including the name, company, telephone number and photograph of the employee.
  6. In connection with the performance of work under this contract, the Assessor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Assessor agrees to post in a conspicuous place available for employees and applications for employment notices to be provided by the contracting officer setting forth provisions of the nondiscrimination clause.
- D. **Ownership of Records.** All records (manual or electronic) prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality. Each contract year, within fourteen (14) days of the final adjournment of the Board of Review, the Assessor shall turn over to the Municipality, all records prepared or maintained in connection with assessments in the Municipality including, but not limited to; (a) property record cards, maps, and other schedules and forms, (b) all records and material obtained from the Municipality and not previously returned to include maps, plans, and Assessor's records, (c) material specifically obtained and/or used for performance of assessment work for the Municipality, to include correspondence with property owners, sales data, and operating statements of income property, and (d) if your record system is computerized, at a minimum, provide that the software be able to create an exportable text file of the data. This text file shall

then be left with the municipality, along with a field definition file to describe the various data fields in the text file, unless municipality wants otherwise.

E. **Status, Change of Ownership or Operations.** The Assessor acknowledges and agrees:

1. The Assessor is an independent contractor to the Municipality, and that the Assessor's business is independently owned and operated and that nothing in this contract shall be interpreted to cause or result in, directly or indirectly, any principal-agent or employer-employee relationship between the Assessor and the Municipality and that nothing in this contract shall in any way be construed as an agreement of partnership, general or limited, joint venture, or as an agency relationship whatsoever between the Assessor and the Municipality. The Assessor shall not represent or advertise in any way that the Assessor's relationship with the Municipality is other than stated herein. The assessor shall not state or imply that he/she is an agent of the Municipality.
2. The Assessor has no right to assign, transfer, convey, or sub-contract all or any part of any rights or obligations under this contract without the prior written consent of the Municipality, which consent shall be at the sole discretion of the Municipality.
3. The Assessor shall notify the Municipality within five (5) days of any changes in majority or more ownership or change in chief operating officer.

## **Section 5 Assessor Compensation**

Assessors providing a proposal shall in detail describe how they will be compensated. Examples of possible compensation methods:

1. Fixed cost to complete all work
2. Variable based on hours worked with a set minimum and maximum
3. Parcel count
4. Based on a combination of factors such as those listed above and may also include condition of existing records, amount of fieldwork required due to new construction.
5. Based on consortium bid with other municipalities to share costs.

**\*\*Compensation shall not be based on assessed value, equalized value or any subsequent or previous change in value.**

\*\* Compensation of a specified amount may be withheld until the contracted work has been satisfactorily completed.

## **Section 6 How Assessors are to submit a proposal in response to this RFP.**

Assessors are to submit an organized written proposal that is in a format that is easy to follow and locate information.

1. Section 4 Scope of Work
  - Assessors may include a narrative that addresses all items listed in Sections 3 and 4. The narrative shall describe how the vendor will comply with and/or perform the work that is described.

- Assessors shall also include a separate proposal section for the cost of a complete revaluation of all parcels, and the anticipated time frame to complete such revaluation.
2. Section 5 Assessor Compensation
    - Assessors shall describe in detail how they are to be compensated and provide an example tied to the scope of work.
    - Assessors shall explain how a complete revaluation compensation adjusts or amends Scope of Work compensation in years where such revaluation is performed.
    - Term of contract

## **Section 7 Evaluation of Proposals and Vendor Interviews**

### **7.1 Evaluation Criteria**

The Town of Onalaska’s Board of Supervisors will evaluate the proposals using the criteria described below.

Category	Points
Scope of Work	
Assessor Compensation	
Interaction/Interview at July 12, 2011 Board Meeting	
Grand Total	

### **7.2 Final approval of Vendor**

The Town of Onalaska Board of Supervisors will have reviewed all Assessor proposals prior to the July 12, 2011 Town Board Meeting. Supervisors may ask questions and get any additional required clarification from any Assessor in attendance, as needed. Board of Supervisors will make a decision of which proposal to accept either at said meeting, or as soon as practical at a special meeting to be announced for another date.