



Financial Services – Purchasing Department

NOTICE

Thank you for your inquiry regarding the City of Portage contract listed below:

ASSESSING SERVICES

If your firm plans to bid on this work, please send an e-mail response to johnsonj@portagemi.gov with the following information:

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The City of Portage Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

May 1, 2015

REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES

The City of Portage invites interested Firms to submit information regarding their experience, qualifications, and fees for providing Assessing Services. The information submitted, including experience, qualifications, fee schedule, and information requested as a part of this Request for Proposal will be reviewed for the purpose of selecting the successful assessing provider. The City is desirous of receiving proposals for an amount not to exceed a specified dollar figure. The proposal submitted should cover any and all expenses related to the service.

Favorable pricing will be one element of the selection process, the experience of the firm, qualifications, experience and ability of assigned staff, resources, ingenuity, creativity, completeness of the level of service proposed, and timeliness of service proposed, will be significant factors in award of this contract. The City of Portage reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City. The City of Portage also reserves the right to not consider any proposals.

Questions regarding the scope of work to be accomplished may be directed to Rob Boulis, Deputy City Manager at (269) 329-4402. Questions pertaining to the selection process, insurance requirements, or other procedural requirements should be directed to Judy Johnson, Purchasing Manager at (269) 324-9284. Proposals may be mailed or delivered to the City of Portage Purchasing Division, 7900 South Westnedge Avenue, Portage, Michigan 49002. Sealed envelopes should be plainly marked:

REQUEST FOR PROPOSAL: Assessing Services

FOR OPENING: June 1, 2015 at 3:00 p.m.

Interested firms may send questions regarding the request for proposals to Judy Johnson, Purchasing Manager at johnsonj@portagemi.gov through 2:00 p.m., May 22, 2015. Written responses to questions will be issued as an addendum to the Request for Proposal and will be available on the city's website at www.portagemi.gov by May 27, 2015.

A complete Request for Proposal may be viewed or downloaded at www.portagemi.com/bid, or mailed by contacting the Purchasing Division.

1 CITY OF PORTAGE INSTRUCTIONS FOR PROPOSAL SUBMISSION

1.1 Examination of Request for Proposal Documents

Before submitting a proposal, the Firm shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.

1.2 Withdrawal of Proposals

1.2.1 Any Firm may withdraw its proposal, either personally, by facsimile or by letter, at any time prior to the scheduled closing time for receipt of proposals.

1.2.2 Each proposal shall be considered binding and in effect for a period ninety (90) days after the closing date.

1.3 Opening of Proposals

Proposals will be opened and evaluated as soon as practical after the closing date and time set forth in cover page.

1.4 Proposal Form

1.4.1 Whenever forms are provided, each proposal shall be made on the form provided and, except for proposals submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the Firm, and shall be signed by an individual authorized to execute the proposal on behalf of the Firm. The requested extra copies must be submitted with the original proposal.

1.4.2 Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. It is recommended that if an alternate proposal is to be suggested that the firm provide both a proposal that meets all specifications and any alternate proposals. In this way the Firm can have its alternate considered, but if the alternate is not acceptable the proposal that meets all specifications will still be considered.

1.4.3 Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Request for Proposals. It is the sole responsibility of the Firm to see that its proposal is received in the proper time. Any proposals received after the closing date and time will be returned unopened.

1.5 Proposals Submitted via Facsimile Equipment

Proposals may be submitted via facsimile equipment in the following manner.

1.5.1 Transmittal page must be plainly marked:

“Proposal Bid _____ for opening _____.”
Proposal Name Date

1.5.2 When bids are submitted via facsimile equipment, both the original document and the facsimile printout are considered counterpart originals.

1.5.3 Proposals submitted via facsimile equipment must meet all requirements of Section 1.12 to be considered responsive.

1.5.4 The Firm assumes all responsibility for errors due to illegibility, omission, or any other action(s) or inaction(s) whatsoever, pertaining to the receipt by the City of a proposal submitted via facsimile equipment.

1.5.5 In electing to use the facsimile option, the Firm assumes full responsibility for any and all errors, omissions, or mistakes that result in a proposal not being submitted in a timely manner, whether or not the mistake was the fault of the Firm.

1.6 Non-Discrimination

1.6.1 Upon submission of a proposal, the Firm agrees that it will comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act No. 453, Public Act of 1976 as amended; the Michigan Handicapper’s Civil Rights Act, Article 2, Act No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, providers are required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person’s height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract or purchase agreement and may be processed as provided under the State of Michigan laws.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority

business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

1.7 Insurance

- 1.7.1 The successful Firm agrees to provide insurance as outlined below. The firm, or any of its subcontractors, shall not commence work under this contract until it has obtained the insurance required under this section, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Portage. The requirements below should not be interpreted to limit the liability of the Firm. All deductibles and SIR's are the responsibility of the Firm.

The Firm shall provide the City of Portage, at the time that contracts are return by the firm for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice should be acceptable. Copies or certified copies of all policies mentioned shall be furnished, if so requested.

If any of the coverages expire during the term of the contract, the Firm shall deliver renewal certificates and endorsements to the City of Portage at least ten days prior to the expiration date.

- 1.7.2 Worker's Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Worker's Compensation Act.

- 1.7.3 Comprehensive General Liability Insurance:

Bodily Injury - at least \$1,000,000/occurrence
Property Damage - at least \$1,000,000/occurrence
Personal Injury - at least \$1,000,000/occurrence

- 1.7.4 Professional Liability Coverage (errors and omissions) covering an actual or alleged error, statement, act, omission, neglect or breach of official duty, including misfeasance, malfeasance, and non-feasance - at least \$1,000,000/occurrence.

- 1.7.5 Motor Vehicle Liability Insurance:

Bodily Injury - at least \$1,000,000/occurrence
Property Damage - at least \$1,000,000/occurrence
Personal Injury - at least \$1,000,000/occurrence

- 1.7.6 Additional Insured: Comprehensive General Liability and Motor Vehicle Liability Insurance shall include an endorsement stating the following shall be additional insured: The City of Portage, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Portage as additional insured, coverage afforded is considered to be primary and any other insurance the City of Portage may have in effect shall be considered secondary and/or excess.
- 1.7.7 Cancellation Notice: All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Portage Purchasing Manager, 7900 S. Westnedge Avenue, Portage, MI 49002.
- 1.7.8 It shall be the responsibility of the Firm to ensure that each subcontractor utilized by the Firm (if any) provides evidence that each subcontractor carries insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

1.8 Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as “Indemnified Parties”) from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party’s percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or

employees of the City by any employee (or the survivor or personal representative of such employee) of the Firm, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Firm under the terms of the contract. The Firm shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Firm's proper protection in the prosecution of the work.

1.9 Representations

If any questions or responses require revision to the Request for Proposal as originally published, such revisions will be by formal amendment only. If the Request for Proposal includes a contact person for technical information, firms are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a written addendum to the Request for Proposal issued by the Purchasing Division. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Division.

1.10 Qualifications Questionnaire

Responsive proposals must include a fully executed interested Qualifications Questionnaire located in the document proposal, Section 4.0. This document is self explanatory.

1.11 Project Work Plan

In order for a proposal to be considered responsive, a Project Work Plan must be provided by the Bidder. At a minimum, the Project Work Plan will include the bidder's approach to completing the work elements described in the Scope of Work Section. The Work Plan will address each task in the Scope of Work, including proposed staffing levels and a start-up plan. The Work Plan is expected to describe a methodology for assessing management and maintaining or improving on current service standards. Other areas to be addressed in the Project Work Plan include the bidder's approach to:

- A. The transition procedure from public to private operations.
- B. A general operating plan that indicates how the firm will provide operation and management services.

1.12 Responsive Proposals

- 1.12.1 At a minimum, responsive proposals shall include the following:
- 1.12.2 A Qualifications Questionnaire in format provided in the Request for Proposal package (7 copies)
- 1.12.3 A Project Work Plan (7 copies)
- 1.12.4 A proposal cost summary page in format provided in the Request for Proposal package (7 copies).

Interested Firms may also provide any additional information not otherwise requested that may aid the responsible parties in award of this professional service contract.

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the firm's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

1.13 Award Criteria

- 1.13.1 Favorable pricing will be one element of the selection process, but all of the following factors will be used in evaluating proposals received:
- 1.13.2 Responsiveness to Request for Proposal specifications.
- 1.13.3 Qualifications of Firm
- 1.13.4 Qualifications and experience of the staff to be assigned to the Work, particularly State of Michigan certifications.
- 1.13.5 References.
- 1.13.6 Demonstrated capability to perform the type of work requested.
- 1.13.7 Understanding of work requirement including the estimated number of hours of work.
- 1.13.8 Professional creativity including proposal preparation and presentation.
- 1.13.9 Scope of services to be provided.

1.13.10 Timeliness of services to be provided.

1.13.11 Hours available for service.

1.13.12 Financial stability of bidder.

Evaluation of the above criteria shall be the responsibility of City administration and the Portage City Council. Regretfully, the number and quality of proposals received may logistically prohibit the possibility of providing every Firm with the opportunity to make a formal presentation. Therefore, Firms are encouraged to take maximum advantage of representing the qualities of the Firm through its proposal presentation.

No contract is created until it is executed by all parties.

1.14 Competitive Negotiation

The City intends to conduct a two-step procurement for Assessing Services. Step one is evaluation of the proposals submitted in response to this request for proposals using Section 1.13 above. Step two will be negotiation of the final agreement with the firm whose proposal best meets the needs of the City. This negotiation will be to determine if discrepancies between the Request for Proposals and the firm's proposal can be favorably resolved to establish an agreement satisfactory to all parties.

2 SCOPE OF THE WORK

2.1 Background Information

The City of Portage is a small city in southwest Michigan, located south of Kalamazoo in Kalamazoo County. Portage has a population of 46,292 as of the 2010 census. Portage has 17,192 real property parcels with a 2015 Board of Review value of \$1,675,516,931. The City of Portage further has 1,764 personal property tax accounts with a total value of \$363,711,650. The 2015 taxable assessed value for the City of Portage is \$2,039,228,581.

The city employs a city assessor, a deputy city assessor, two property appraisers, and one administrative assistant/property appraiser.

The city will retain its city assessor in conformance with the city charter; however, it is the intent of the city to contract for all other assessing services with said services to be managed by the city assessor.

The City of Portage is seeking proposals from professional assessing firms to provide full municipal property tax assessing services for the city beginning September 1, 2015.

The successful firm will provide a comprehensive solutions to provide professional

staffing and complete the yearly assessing function of the City of Portage in accordance with the specifications, terms and conditions contained herein.

- 2.2 Services to be Performed: The City of Portage is seeking proposals from professional firms to provide municipal property tax assessing services for the City of Portage. The services to be performed through the contract pursuant to this Request for Proposal shall include the following. 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 City of Portage policies and procedures, and in accordance with State of Michigan assessing requirements.
- 2.2.1 Staffing the Assessor's office during all operating hours, to provide professional, knowledgeable staff to assist the public and other City departments.
 - 2.2.2 Real property appraisal and data entry in accordance with Michigan State Tax Commission policies and procedures, including all filed work and analysis for building and related permits.
 - 2.2.3 All inspections for both new construction and existing structures.
 - 2.2.4 Establishment of land values and neighborhood economic condition factors.
 - 2.2.5 Full utilization of the City of Portage BS&A software assessing system. Familiarity and use of BS&A Assessing Software is required.
 - 2.2.6 Personal property appraisal and data entry in accordance with Michigan State Tax Commission policies and procedures, including canvassing, statement entry and analysis, estimation of non-filers, and addressing omitted property under MCL 211.34(d).
 - 2.2.7 Full creation of the assessment roll in accordance with State of Michigan law and standards.
 - 2.2.8 Provide assistance to the city attorney regarding all petitions brought before the full claims division of the Michigan Tax Tribunal.
 - 2.2.9 Defense of all small claims petitions brought before the Michigan Tax Tribunal, and or the State Tax Commission.
 - 2.2.10 Coordination with the county equalization director to meet statutory requirements and review of equalization studies.
 - 2.2.11 Completion of all required state forms in an accurate and timely manner in accordance with the Michigan State Tax Commission Policy and Procedures.
 - 2.2.12 Supervision of the handling of all special tax situations including tax increment financing zones.
 - 2.2.13 Supervision of the handling of all tax exemptions including property tax exemptions.
 - 2.2.14 Completion of all data listings, including but not limited to cyclical permits, overvaluations and sales.
 - 2.2.15 Physical inspections of all new residential, industrial, and commercial property to obtain sufficient data to determine full and fair values of both land and buildings.
 - 2.2.16 Meetings with property owners, private appraisers, attorneys, assessors, tax representatives and others relative to the assessed value of property.
 - 2.2.17 Maintenance of current knowledge of real estate market trends.

- 2.2.18 Discovery listing and valuation of all personal property in the city.
- 2.2.19 Preparation of the city for transitioning to the new personal property tax law.
- 2.2.20 Review and analysis of all sales information and the categorization and arraying of that information so as to discern market trends within all classifications of property.
- 2.2.21 Maintaining digital images of parcels and Apex building sketches.
- 2.2.22 Real property appraisal and data entry will be conducted in accordance with BS&A standards and Michigan Tax Tribunal standards.
- 2.2.23 Firm will prepare property split documentation.
- 2.2.24 Firm will conduct annual valuation of city buildings and property.
- 2.2.25 Firm will prepare poverty exemptions from property taxes.
- 2.2.26 Firm will be responsible for preparing a quarterly Michigan Tax Tribunal Appeal Status Report for City Council information
- 2.2.27 Firm will provide taxable value estimate in November for budget preparation.
- 2.2.28 *Board of Review*
 - A. Guidance, assistance, and direction to the Board of Review during the Board of Review process
 - B. Provide phone service for scheduling appointments for March Board of Review for three weeks during the month of February and early March (phones can be transferred to provider's office). Personnel taking calls should be able to answer citizen questions to assist in screening unnecessary appeals and further to certify the accuracy of the citizen's record card information.
 - C. Provide on-site assistance during the total 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 appealed parcels at the board's request.
 - D. Provide on-site front counter coverage during the March Board sessions in order to assist citizens in completing forms and to answer questions, and routing citizens to the Board location.

2.3 Responsibilities of the City Assessor

The city assessor shall warrant the work done by the contractor and executed and sign all documents associated with the certification of the tax roll.

2.4 Qualifications of the Firm:

The successful firm will provide municipal assessing services for both real and personal property. Provide specific examples of engagements performed on behalf of a local government. Experience should be demonstrated in the areas of:

- Real property appraisal
- Personal property appraisal
- Maintaining electronic property appraisal records using BS&A Software.Net Assessing

- Maintaining electronic personal property statements using BS&A Software.Net Assessing
- Maintaining Apex sketches
- Providing responsive customer service
- Knowledge of Michigan Board of Review procedures
- Knowledge of Michigan State Tax Commission policies and procedures
- Knowledge of Michigan State property tax laws
- Knowledge of small claim appeal procedures.
- At a minimum, licensing requirements are one IV and one III Licensed Assessor

3 **PROFESSIONAL SERVICE REQUIREMENTS**

3.1 Coordination of Work Required

Unless specifically identified as work to be provided by the City staff, the Firm shall furnish supervision and all labor, equipment, supplies, materials (except as otherwise noted herein), and perform satisfactorily the professional services at the frequencies and during the times as specified herein. The professional services shall include all functions normally considered a part of completing this work in a satisfactory manner. Compensation to cover any and all expenses shall be included in the proposed cost.

3.2 Default

The City may, by written notice to the Firm, terminate the right to proceed as to the whole or any part of the contract (1) if the Firm fails to perform the services within the time specified or any extension thereof, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) the Firm fails to perform any other provisions of the contract. The Firm shall not be subject to this provision if failure to perform the contract arises out of any cause beyond its control and without any fault or negligence by the Firm or subcontractors.

3.3 Status of Firm

The Firm and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, the Firm shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to the Firm under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Firm or employees of the Firm be entitled to any City of Portage fringe benefit programs.

3.4 Time and Progress

It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated hereunder, and the Firm agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence, so as to complete any work required under the contract within the shortest reasonable period of time. The Firm shall identify on the Cost Summary Proposal Page the estimated time necessary to complete each phase of the work in as short a period of time as possible that will allow for an overall high quality work.

The requested tentative preliminary timetable for the Work shall be as identified:

<i>Month</i>	<i>Goal</i>
June 2015	Open Proposals
June 2015	Conduct Interviews
July 2015	Do follow-up, award contract
August 2015	Prepare for Implementation
September 1, 2015	Implement Contract

Please note this timeline is not meant to hold the Firm responsible for conditions over which it has no control, but is intended to provide the City with information on how the work might progress using high quality standards necessary to implement a first class workmanlike manner.

THIS TIMETABLE SHOULD NOT BE VIEWED AS FIRM. IT REPRESENTS THE BEST PROJECTION BASED ON VARIABLES KNOWN AT THIS TIME. The final schedule shall be negotiated following execution of the contract.

3.5 Staffing

3.5.1 Staffing: The Firm shall have the responsibility for selecting personnel to perform the services to be provided hereunder. Because of the nature of the work involved, it is in the best interest of the City or the public to exclude personnel with certain types of criminal convictions from certain positions, unless a review of the points listed below and the exemplary record of the applicant since the completion of the sentence, leaves no doubt that the person no longer presents any threat to the public:

- The nature or gravity of the offense.
- The relationship between the nature of the crime and the position.
- The time since the conviction and/or the completion of any related sentence.
- The number of convictions, if more than one.
- The potential risk the applicant would pose to the city or the public.

The Firm's Project Manager shall have proven technical and managerial experience in the field of assessing. Nominee(s) for Project Manager shall be identified on the

Qualifications Questionnaire and will be presented to the City for specific approval.

3.5.2 City of Portage Employee Interviews: The Firm shall interview interested City employees who might be displaced by implementation of this contract to determine whether a City employee(s) is most qualified to fill positions determined vacant by the Firm. The Firm retains the absolute prerogative to fill staff vacancies with the most qualified applicant determined solely by the Firm. These employment and personnel costs will be included as a part of the contract cost.

3.5.3 Employee Benefits: The Firm shall have sole responsibility for determining and providing benefits for its employees. These costs will be included as part of the project cost.

3.6 Employees of the Firm

The Firm shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Firm. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Firm, who in the opinion of the City Contract Administrator, does not perform work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual or other types of harassment or other forms of inappropriate behavior as defined by the City Contract Administrator, shall, at the written request of the City Contract Administrator, be removed immediately from the work and shall not be utilized again in any portion of the work without approval of the City Contract Administrator.

3.7 Laws and Municipal Ordinances

The Firm shall keep fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Firm shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a “Certificate of Authority to Transact Business in the State of Michigan” if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

3.8 City Contract Administrator

The Deputy City Manager, or his designated representative, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

3.9 Supervision by Firm

The Firm will supervise and direct the work of its employees. The Firm will be solely responsible for the means, methods, techniques, sequences, and procedures of the professional services performed. The Firm will appoint a Supervisor who shall have been designated in writing by the Firm at the time the Request for Proposal is submitted. The Supervisor shall have fully authority to act on behalf of the Firm and all communications given to the Supervisor shall be as binding as if given to the Firm. The Supervisor shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

3.10 Reporting

3.10.1 Records: Upon notice agreeable to the City and the Firm, the Firm shall provide access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description, and shall provide to the Contract Administrator cost verification for the work.

3.10.2 Electronic Records: The Firm will develop, implement and maintain software for an electronic record keeping and reporting system for all services being contracted. The information system shall provide records of all inspection activities performed.

3.10.3 Weekly Report: The Firm shall generate a weekly report for deliver to the City Contract Administrator each Monday. The weekly report shall be in a memo or report format and shall include from the previous week's activity including accessing activities and highlights, citizen concerns, tax issues, etc.

3.10.4 Monthly Report: The Firm shall provide a consolidated monthly management report to be delivered to the City on or before the 10th calendar of the month following the reporting period. The one page report shall include, but not be limited to, providing details in regards to reports completed, number of citizen contacts, number of field inspections, etc.

3.10.5 Annual Report: The Firm shall provide the City with a written annual report. The Annual Report shall contain a summary of the year's activity.

3.10.6 State/Federal Reports: The Firm shall also provide any and all Federal and/or State reports required by law.

3.11 Appearance and Demeanor

The Firm must maintain an operation professional in appearance and fully functional. The

work force is expected to be neat in appearance, fully trained, and competent to perform the work. The firm's staff must adhere to City of Portage standards for professional attire when present in City Hall and during inspections. All vehicles and equipment used in the operation must be clean and mechanically sound.

3.12 Billing and Payment

The Firm shall present a monthly invoice in duplicate at the appropriate identified times, billing for services rendered. The billing shall be at the contracted price. The billing shall reference the appropriate purchase order number.

The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service.

The City will strive to pay the billed amount within thirty (30) days after receipt of invoice, but the City will not pay any interest penalties for late payments.

3.13 Hours of Service

The City of Portage Assessor's Office is open 8:00 a.m. to 5:00 p.m., Monday Through Friday. The Firm will observe holidays in accordance with the City's holiday schedule. The Firm may work on scheduled holidays and Saturdays or Sundays, if desired.

City of Portage Holiday Schedule (City Hall is closed on the following days):
Independence Day, Labor Day, Thanksgiving and the day after, Christmas, New Years, Good Friday (closes at noon), and Memorial Day. The schedule is subject to change.

3.14 Assignability

The Firm agrees that the work proposed shall be accomplished by the Firm identified under Section 4.2 and any subcontractors identified under Section 4.9. The Firm agrees that any work under the contract to be assigned to another firm, and/or subcontractor shall be done only with the prior approval of the City Contract Administrator.

3.15 Contract Term

The duration of the contract will be for four years, beginning on or after September 1, 2015. Further this Contract may be renewed, expanded, and extended by mutual agreement in annual increments, two times, for a renewal period of two years each, provided that the funds for subject contract are available and an operating budget is approved by the City, that the Firm has established a satisfactory record of performance, and the renewal proposal is satisfactory to both the Firm and the City.

4 CITY OF PORTAGE QUALIFICATIONS QUESTIONNAIRE

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

4.1 Please indicate the response that best describes your business:

_____Sole Proprietor _____Partnership _____Corporation

_____Other (please explain)_____

4.2 Firm Name:_____

Address:_____

Telephone Number:_____ Fax:_____

First Date in Business:_____

4.3 Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under the current Firm name for the duration of the contract?

_____Yes _____No

If yes, please explain (use additional Page)

4.4 Is you Firm up for sale? _____Yes _____No

If yes, please explain (use additional page).

4.5 Primary staff to be assigned to the work. Attach resumes of personnel:

Name	Title	Specialty	Yrs. Experience	Expected Role
------	-------	-----------	-----------------	---------------

4.6 Provide property tax assessing certifications held by personnel who will be assigned to this contract::

<u>Name & Title</u>	<u>Certification</u>	<u>Expected Role</u>
-------------------------	----------------------	----------------------

4.7 Experience: Attach a list of similar property tax assessing services contracts performed over the past five years. Include contact person and phone number, professional services provided, and size of municipality.

4.8 Identify any additional professional consulting service(s) or other subcontractor(s) you will use to work on this project and their expected role(s).

4.9 Provide any recommendations from municipal officials in which the firm has provided similar professional assessing services:

4.10 A Qualifications Questionnaire 7 copies), and Project Concept Statement 7 copies), and a Request for Proposal Cost Page 7 copies) are required for submission as a part of these specifications. Have all items been included with your proposal?

_____Yes _____No If answer is no, please explain.

4.11 The award of the contract for professional services is based upon the draft contract form attached. Is this document, as proposed, acceptable to you if you were to be awarded the bid? _____Yes _____No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. (Use additional page(s) if necessary.)

4.12 Section 3.5 establishes a tentative timeline for this work. Can your Firm implement the work fully and professional within the timeline outlined? _____Yes _____No.

If no, please explain why the timeline cannot be met and provide a timeline below that addresses the major landmarks addressed in Section 3.5 {use additional Page(s) if necessary}.

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the Firm identified in Question 4.2 above to execute this information sheet on behalf of that Firm.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

FIRM: _____

BY: _____
(Signature)

NAME: _____
(Please Print)

POSITION: _____

TELEPHONE: _____

FAX: _____

E-Mail _____

**5 CITY OF PORTAGE REQUEST FOR PROPOSALS
COST SUMMARY**

I the undersigned, certify that I have read and fully understand all of the specifications supplied by the City of Portage in this Request for Proposals.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED AND IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR PROPOSAL SECTION ON A PLAIN SHEET IMMEDIATELY FOLLOWING THE PROPOSAL PAGE.

I propose to provide professional services as specified in the Request for Proposals, except as outlined on the attached sheet entitled "Exception to Specification", for the total sum of:

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
<u>Grand Total Years 1, 2, 3, and 4</u>	\$ _____

If you cannot submit a proposal in the format requested, please attach a schedule of total compensation that will cover any and all expenses and services related to the project.

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Portage. I further state that I have not communicated with nor otherwise colluded with any other person or Firm, nor have I made any agreement with nor offered or accepted anything of value from an Official or employee of the City of Portage that would tend to destroy or hinder free competition.

No contract is created until it is executed by all parties.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

Firm Name: _____

Signed: _____ Date: _____

Name: _____ Title: _____

Printed

Address: _____

Telephone: _____ E-mail _____

DRAFT CONTRACT

2.2. Background Information

The City of Portage is a small city in southwest Michigan, located south of Kalamazoo in Kalamazoo County. Portage has a population of 46,292 as of the 2010 census. Portage has 17,192 real property parcels with a 2015 Board of Review value of \$1,675,516,931. The City of Portage further has 1,764 personal property tax accounts with a total value of \$363,711,650. The 2015 taxable assessed value for the City of Portage is \$2,039,228,581.

The city employs a city assessor, a deputy city assessor, two property appraisers, and one administrative assistant/property appraiser.

The city will retain its city assessor in conformance with the city charter; however, it is the intent of the city to contract for all other assessing services with said services to be managed by the city assessor.

The Firm shall provide full municipal property tax assessing services for the city beginning September 1, 2015.

The Firm will provide a comprehensive solution to provide professional staffing and complete the yearly assessing function of the City of Portage in accordance with the specifications, terms and conditions contained herein.

2.3. Services to be Performed The services to be performed through the contract shall include the following. These items are not meant to be all inclusive/exclusive of the services to be provided. The firm shall operate the Assessor's Office in the normal course of business in accordance with established City of Portage policies and procedures and in accordance with State of Michigan assessing standards.

- 2.3.1. Staffing the Assessor's office during all operating hours, to provide professional, knowledgeable staff to assist the public and other City Departments.
- 2.3.2. Real property appraisal and data entry in accordance with Michigan State Tax Commission policies and procedures, including all filed work and analysis for building and related permits.
- 2.3.3. All inspections for both new construction and existing structures.
- 2.3.4. Establishment of land values and neighborhood economic condition factors.
- 2.3.5. Full utilization of the City of Portage BS&A software assessing system. Familiarity and use of BS&A Assessing Software is required.
- 2.3.6. Full creation of the assessment roll in accordance with State of Michigan law and standards.
- 2.3.7. Assistance to the city attorney regarding all petitions brought before the Michigan Tax Tribunal.
- 2.3.8. Coordination with the county equalization director to meet statutory requirements and review of equalization studies.
- 2.3.9. Completion of all required state forms in an accurate and timely manner in accordance with the Michigan State Tax Commission Policy and Procedures.
- 2.3.10. Supervision of the handling of all special tax situations including tax increment financing zones.
- 2.3.11. Supervision of the handling of all tax exemptions including property tax exemptions.
- 2.3.12. Guidance, assistance, and direction to the Board of Review during the Board of Review process.
- 2.3.13. Completion of all data listings, including but not limited to cyclical permits, overvaluations and sales.
- 2.3.14. Physical inspections of all new residential, industrial, and commercial property to obtain sufficient data to determine full and fair values of both land and buildings.
- 2.3.15. Meetings with property owners, private appraisers, attorneys, assessors, tax representatives and others relative to the assessed value of property.
- 2.3.16. Maintenance of current knowledge of real estate market trends.
- 2.3.17. Discovery listing and valuation of all personal property in the city.
- 2.3.18. Preparation of the city for transitioning to the new personal property tax law.
- 2.3.19. Firm will prepare property split documentation.
- 2.3.20. Firm will conduct annual valuation of city buildings and property.
- 2.3.21. Firm will prepare poverty exemptions from property taxes.

2.3.22. Firm will be responsible for preparing a quarterly Michigan Tax Tribunal Appeal Status Report for City Council information.

2.3.23. Firm will provide taxable value estimate in November for budget preparation.

2.3.24. Review and analysis of all sales information and the categorization and arraying of that information so as to discern market trends within all classifications of property.

2.3.25. Maintaining digital images of parcels and Apex building sketches.

2.3.26. Real property appraisal and data entry will be conducted in accordance with BS&A standards and Michigan Tax Tribunal standards.

2.3.27. *Board of Review*

- A. Guidance, assistance, and direction to the Board of Review during the Board of Review process.
- B. Provide phone service for scheduling appointments for March Board of Review for three weeks during the month of February and early March (phones can be transferred to provider's office). Personnel taking calls should be able to answer citizen questions to assist in screening unnecessary appeals and further to certify the accuracy of the citizen's record card information.
- C. Provide on-site assistance during the total 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 appealed parcels at the board's request.
- D. Provide on-site front counter coverage during the March Board sessions in order to assist citizens in completing forms and to answer questions, and routing citizens to the Board location.

2.4. Responsibilities of the City Assessor

The city assessor shall warrant the work done by the contractor and executed and sign all documents associated with the certification of the tax roll.

2.5. Qualifications of the Firm:

The successful firm will provide municipal assessing services for both real and personal property. Experience should be demonstrated in the areas of:

- Real property appraisal
- Personal property appraisal
- Maintaining electronic property appraisal records using BS&A Software.Net Assessing
- Maintaining electronic personal property statements using BS&A Software.Net Assessing
- Maintaining Apex sketches
- Providing responsive customer service
- Knowledge of Michigan Board of Review procedures
- Knowledge of Michigan State Tax Commission policies and procedures
- Knowledge of Michigan State property tax laws
- Knowledge of small claim appeal procedures.
- At a minimum, licensing requirements are one IV and one III Licensed Assessor

ARTICLE 3 – PROFESSIONAL SERVICE REQUIREMENTS

3. **GENERAL**

3.1. Coordination of Work Required

Unless specifically identified as work to be provided by the City staff, the Firm shall furnish supervision and all labor, equipment, supplies, materials (except as otherwise noted herein), and perform satisfactorily the

professional services at the frequencies and during the times as specified herein. The professional services shall include all functions normally considered a part of completing this work in a satisfactory manner. Compensation to cover any and all expenses shall be included in the proposed cost.

3.2. Default

The City may, by written notice to the Firm, terminate the right to proceed as to the whole or any part of the contract (1) if the Firm fails to perform the services within the time specified or any extension thereof, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) the Firm fails to perform any other provisions of the contract. The Firm shall not be subject to this provision if failure to perform the contract arises out of any cause beyond its control and without any fault or negligence by the Firm or subcontractors.

3.3. Status of Firm

The Firm and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, the Firm shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to the Firm under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Firm or employees of the Firm be entitled to any City of Portage fringe benefit programs.

3.4. Time and Progress

It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated hereunder, and the Firm agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence, so as to complete any work required under the contract within the shortest reasonable period of time. The Firm shall identify on the Cost Summary Proposal Page the estimated time necessary to complete each phase of the work in as short a period of time as possible that will allow for an overall high quality work.

The requested tentative preliminary timetable for the Work shall be as identified:

<i>Month</i>	<i>Goal</i>
September 1, 2015	Implement Contract

Please note this timeline is not meant to hold the Firm responsible for conditions over which it has no control, but is intended to provide the City with information on how the work might progress using high quality standards necessary to implement a first class workmanlike manner.

THIS TIMETABLE SHOULD NOT BE VIEWED AS FIRM. IT REPRESENTS THE BEST PROJECTION BASED ON VARIABLES KNOWN AT THIS TIME. The final schedule shall be negotiated following execution of the contract.

3.5. Firm's Staffing

3.5.1. Staffing: The Firm shall have the responsibility for selecting personnel to perform the services to be provided hereunder. Because of the nature of the work involved, it is in the best interest of the City or the public to exclude personnel with certain types of criminal convictions from certain positions, unless a review of the points listed below and the exemplary record of the applicant since the completion of the sentence, leaves no doubt that the person no longer presents any threat to the public:

- The nature or gravity of the offense.
- The relationship between the nature of the crime and the position.
- The time since the conviction and/or the completion of any related sentence.
- The number of convictions, if more than one.
- The potential risk the applicant would pose to the city or the public.

The Firm's Project Manager shall have proven technical and managerial experience in the field of assessing. Nominee(s) for Project Manager shall be identified on the Qualifications Questionnaire and will be presented to the City for specific approval.

3.5.2. City of Portage Employee Interviews: The Firm shall interview interested City employees who might be displaced by implementation of this contract to determine whether a City employee(s) is most qualified to fill positions determined vacant by the Firm. The Firm retains the absolute prerogative to fill staff vacancies with the most qualified applicant determined solely by the Firm. These employment and personnel costs will be included as a part of the contract cost.

3.5.3. Employee Benefits: The Firm shall have sole responsibility for determining and providing benefits for its employees. These costs will be included as part of the project cost.

3.6. Employees of the Firm

The Firm shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Firm. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Firm, who in the opinion of the City Contract Administrator, does not perform work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by the City Contract Administrator, shall, at the written request of the City Contract Administrator, be removed immediately from the work and shall not be utilized again in any portion of the work without approval of the City Contract Administrator.

3.7. Laws and Municipal Ordinances

The Firm shall keep fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Firm shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a "Certificate of Authority to Transact Business in the State of Michigan" if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

3.8. City Contract Administrator

The City Assessor, or his designated representative, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

3.9. Supervision by Firm

The Firm will supervise and direct the work of its employees. The Firm will be solely responsible for the means, methods, techniques, sequences, and procedures of the professional services performed. The Firm will

appoint a Supervisor who shall have been designated in writing by the Firm at the time the Request for Proposal is submitted. The Supervisor shall have fully authority to act on behalf of the Firm and all communications given to the Supervisor shall be as binding as if given to the Firm. The Supervisor shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

3.10. Reporting

- 3.10.1. Records: Upon notice agreeable to the City and the Firm, the Firm shall provide access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description, and shall provide to the Contract Administrator cost verification for the work.
- 3.10.2. Electronic Records: The Firm will develop, implement and maintain software for an electronic record keeping and reporting system for all services being contracted. The information system shall provide records of all inspection activities performed.
- 3.10.3. Weekly Report: The Firm shall generate a weekly report for deliver to the City Contract Administrator each Monday. The weekly report shall be in a memo or report format and shall include from the previous week's activity including accessing activities and highlights, citizen concerns, tax issues, etc.
- 3.10.4. Monthly Report: The Firm shall provide a consolidated monthly management report to be delivered to the City on or before the 10th calendar of the month following the reporting period. The one page report shall include, but not be limited to providing details in regards to reports completed number of citizen contacts, number of field inspections, etc.
- 3.10.5. Annual Report: The Firm shall provide the City with a written annual report. The Annual Report shall contain a summary of the year's activity.
- 3.10.6. State/Federal Reports: The Firm shall also provide any and all Federal and/or State reports required by law.

3.11. Professional Appearance and Demeanor

The Firm must maintain an operation professional in appearance and fully functional. The work force is expected to be neat in appearance, fully trained, and competent to perform the work. All vehicles and equipment used in the operation must be clean and mechanically sound.

3.12. Billing and Payment

The Firm shall present a monthly invoice in duplicate at the appropriate identified times, billing for services rendered. The billing shall be at the contracted price. The billing shall reference the appropriate purchase order number.

The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service.

The City will strive to pay the billed amount within thirty (30) days after receipt of invoice, but the City will not pay any interest penalties for late payments.

3.13. Hours of Service

The City of Portage Assessor's Office is open 8:00 a.m. to 5:00 p.m., Monday Through Friday. The Firm will observe holidays in accordance with the City's holiday schedule. The Firm may work on scheduled holidays and Saturdays or Sundays, if desired.

City of Portage Holiday Schedule (City Hall is closed on the following days):
Independence Day, Labor Day, Thanksgiving and the day after, Christmas, New Years, Good Friday (closes at noon), and Memorial Day (subject to change).

3.14. Assignability

The Firm agrees that the work proposed shall be accomplished by the Firm identified under Section 4.2 and any subcontractors identified under Section 4.9. The Firm agrees that any work under the contract to be assigned to another firm, and/or subcontractor shall be done only with the prior approval of the City Contract Administrator.

3.15. Contract Term

The duration of the contract will be for four years, beginning on or after September 1, 2015. Further this Contract may be renewed, expanded, and extended by mutual agreement in annual increments, two times, for a renewal period of two years each, provided that the funds for subject contract are available and an operating budget is approved by the City, that the Firm has established a satisfactory record of performance, and the renewal proposal is satisfactory to both the Firm and the City.

ARTICLE 4 -- RESPONSIBILITIES OF THE CITY

4. RESPONSIBILITIES OF THE CITY

- 4.1.1. The City shall designate a Contract Administrator authorized to act on behalf of the City with respect to the Work. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Firm in order to avoid unreasonable delay in the orderly and sequential progress of services of the Firm.
- 4.1.2. The City may furnish all legal, accounting and insurance counseling services as may be necessary at any time for the work, including auditing services the City shall require to verify Applications for Payment of the Contractor or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the City.
- 4.1.3. Prompt written notice shall be given by the City to the Firm if the City becomes aware of any fault or defect in the Work or nonconformance with the Contract Documents.

**ARTICLE 5 --
USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS OF THE FIRM**

5. USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS OF THE FIRM

- 5.1. Submission or distribution of documents to meet official, regulatory requirements or for similar purposes in connection with the Work is not to be construed as publication in derogation of the reserved rights of the Firm.

ARTICLE 6 -- ARBITRATION

6 ARBITRATION

- 6.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.
- 6.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. A demand for arbitration shall not limit or affect the rights of the City to withhold payment pursuant to Section 10.1.2.
- 6.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner any additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the City, Firm, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described herein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- 6.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 -- TERMINATION, SUSPENSION OR ABANDONMENT

7 TERMINATION, SUSPENSION OR ABANDONMENT

- 7.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 7.2 If the work is suspended by the City for more than 30 consecutive days, the Firm shall be compensated for services performed prior to notice of such suspension. When the Work is resumed, the compensation of the Firm shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the services of the Firm. Suspension of the Work under this section shall not give rise to any claim against the City.
- 7.3 This Agreement may be terminated by the City upon not less than seven day's written notice to the Firm in the event that the Work is permanently abandoned. If the Work is abandoned by the City for more than 90 consecutive days, the Firm may terminate this Agreement by given written notice.
- 7.4 In the event of termination not the fault of the Firm, the Firm shall be compensated for services performed prior to termination.
- 7.5 Termination not the fault of the Firm shall not give rise to any claim against City for damages or for compensation in addition to that provided under this section. Such payment so made to Firm shall be in full settlement for services rendered under and pursuant to this agreement. In the event of termination by either party, all finished or unfinished documents, data studies and reports prepared by Firm under

and pursuant to this agreement for which the Firm has been compensated shall, at the option of the City, be available to be used by the City.

- 7.6 In the event of termination by the City for the default of the Firm, the City may take over the work and services and prosecute them to completion by contract or otherwise, and the Firm shall be liable to the City for any excess cost caused the City by reason of such completion of work.

ARTICLE 8 -- MISCELLANEOUS PROVISIONS

8 MISCELLANEOUS PROVISIONS

- 8.1 This agreement shall be governed by the law of the State of Michigan.
- 8.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
- 8.3 The City and the Firm, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor the Firm shall assign this Agreement without the written consent of the other.
- 8.4 This Agreement represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Firm.
- 8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Firm.

ARTICLE 9 -- PAYMENTS TO THE FIRM

9 PAYMENTS WITHHELD

- 9.1 Except as provided in 10.1.2, no deductions shall be made from the compensation of the Firm on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Firm has been found to be liable. Reimbursable expenses shall include preparation and duplication of plans and specifications required by a contractor to bid on this Work. Reimbursable expenses may also include any other expenses agreed to by the Firm and the City, provided the expenses were identified and agreed to prior to the expense being incurred.
- 9.2 When the City has reasonable grounds for believing that a claim exists or will exist against the Firm, arising out of the negligence of the Firm or breach of any provisions of this agreement, then the City may withhold payment of any amount otherwise due and payable to the Firm under this agreement. The amount withheld may be retained by the City for that period as it may deem advisable to protect the City against any loss and may, after written notice to the Firm, be applied in satisfaction of any claim described. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

9.3 Billing and Payment

The Firm shall present a monthly invoice in duplicate at the appropriate identified times, billing for services rendered. The billing shall be at the contracted price. The billing shall reference the appropriate purchase order number.

The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service.

The City will strive to pay the billed amount within thirty (30) days after receipt of invoice, but the City will not pay any interest penalties for late payments.

9.4

ARTICLE 10 -- BASIS OF COMPENSATION

10 **THE CITY SHALL COMPENSATE THE FIRM AS FOLLOWS**

10.1 FOR BASIC SERVICES, as described in Article 2 and Article 3, the City of Portage Request for proposal Document, and any other services, terms, and conditions included in Article 12 as part of Basic Services, Total Compensation shall be:

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____

10.2 Payments are to be made monthly payable within thirty (30) days from the date of the invoice of the Firm.

ARTICLE 11 -- OTHER CONDITIONS OR SERVICES

11 **INSURANCE/INDEMNIFICATION**

11.1 **INSURANCE;** The successful Firm agrees to provide insurance as outlined below. The firm, or any of its subcontractors, shall not commence work under this contract until it has obtained the insurance required under this section, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Portage. The requirements below should not be interpreted to limit the liability of the Firm. All deductibles and SIR's are the responsibility of the Firm.

The Firm shall provide the City of Portage, at the time that contracts are return by the firm for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice should be acceptable. Copies or certified copies of all policies mentioned shall be furnished, if so requested.

If any of the coverages expire during the term of the contract, the Firm shall deliver renewal certificates and endorsements to the City of Portage at least ten days prior to the expiration date.

- 11.1.1 Worker's Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Worker's Compensation Act.
- 11.1.2 Comprehensive General Liability Insurance:
Bodily Injury - at least \$1,000,000/occurrence
Property Damage - at least \$1,000,000/occurrence
Personal Injury - at least \$1,000,000/occurrence
- 11.1.3 Professional Liability Coverage (errors and omissions) covering an actual or alleged error, statement, act, omission, neglect or breach of official duty, including misfeasance, malfeasance, and non-feasance - at least \$1,000,000/occurrence.
- 11.1.4 Motor Vehicle Liability Insurance:
Bodily Injury - at least \$1,000,000/occurrence
Property Damage - at least \$1,000,000/occurrence
Personal Injury - at least \$1,000,000/occurrence
- 11.1.5 Additional Insured: Comprehensive General Liability and Motor Vehicle Liability Insurance shall include an endorsement stating the following shall be additional insured: The City of Portage, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Portage as additional insured, coverage afforded is considered to be primary and any other insurance the City of Portage may have in effect shall be considered secondary and/or excess.
- 11.1.6 Cancellation Notice: All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Portage Purchasing Manager, 7900 S. Westnedge Avenue, Portage, MI 49002.
- 11.1.7 Subcontractors: It shall be the responsibility of the Firm to ensure that each subcontractor utilized by the Firm (if any) provides evidence that each subcontractor carries insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

11.2 INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation

shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Firm, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the Firm constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Firm under the terms of the contract. The Firm shall procure and maintain at Firm's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Firm's proper protection in the prosecution of the work.

ARTICLE 12 -- OTHER CONDITIONS OR SERVICES

12 OTHER CONDITIONS OR SERVICES

12.1 **STATUS OF THE FIRM** The Firm and its employees at all times shall be considered as independent contractors and not as City employees. The Firm shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to employees of the Firm, and the right to hire, fire, and discipline all its employees. As an independent contractor, payment of the Firm under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Firm or its employees be entitled to any of the fringe benefit programs of the City.

12.2 **SUPERVISION BY THE FIRM** The Firm will supervise and direct the work covered under this contract. It will be solely responsible for the means, methods, techniques, sequences, and procedures of the work performed. The Firm will appoint a Supervisor who shall have fully authority to act on behalf of the Firm and all communications given to the Supervisor shall be as binding as if given to the Firm.

12.3 **LAWS AND MUNICIPAL ORDINANCES** The Firm shall keep fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. It shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a "Certificate of Authority to Transact Business in the State of Michigan" if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the corporation.

12.4 **WARRANTY AND GOOD FAITH** The Firm shall remain available and on-call to address any potential warranty claims that may result from any phase of the Work. The Firm shall also be available to evaluate any possible system failure that may be allegedly attributable to evaluate any possible

system failure that may be allegedly attributable to a design criteria provided by the Firm. This provision shall be defined as a basic service for which compensation is represented in Section 11.1.

12.5 **ATTORNEY FEES** In the event that any actions filed in any court as a result of the breach of this agreement by the Firm, in addition to all the sums that the Firm may be called upon to pay for said breach, it is also responsible for all the actual attorney fees and costs of the City in pursuing the litigation.

12.6 **NON-DISCRIMINATION** The Firm agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act No. 453, Public Act of 1976 as amended; the Michigan Handicapper’s Civil Rights Act, Article 2, Act No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, the Firm is required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person’s race, color, religion, national origin, ancestry, age, sex or disability, as defined by law.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

12.7 **AGREEMENT VALIDITY** The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provision shall be deemed to be in full force and effect as if it had been executed by both parties subsequent to the expungement of the invalid provision.

This Agreement entered into as of the day and year first written above.

CITY OF PORTAGE

(NAME OF FIRM)

(signature)

(signature)

Laurence Shaffer, City Manager

Name and Title

Name and Title

Approved as to form:

Randall Brown
Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

A. If the contractor is a corporation, the following certificate must be executed:

I, _____, certify that I am the Secretary of
print or type name
the corporate entity named as Contractor in the contract and that such corporate entity is a
corporation in good standing in the State of _____ and has authority
print or type name of state
to transact business in the State of Michigan. I certify that the contract between the City of Portage
and _____, Inc. was validly executed on behalf of the
print or type name of corporation
corporation by _____ who was then the _____
print or type name print or type name of title
of said corporation and has the authority to bind the corporation to the contractual agreements
pursuant to the authority of its governing body and by-laws and is within the scope of its corporate
powers.

Print or type name of corporation

Dated: _____, 20____ By: _____
Its: _____

B. If contractor is an LLC, the following certificate must be executed:

I, _____, certify that I am a member of the
print or type name
limited liability company named as Contractor in the contract and that such LLC is in good standing
in the State of _____ and that the LLC has the
print or type name of state
authority to transact business in the State of Michigan. I certify that the contract between the City of
Portage and _____ LLC was validly executed on behalf
print or type name of LLC
of the LLC by _____ who was then a member of said
print or type name
LLC and has the authority to bind the LLC to contractual agreements and that such contract is
within the scope of its powers.

Print or type name of LLC

Dated: _____, 20____ By: _____
Its: _____

C. If the contractor is a sole proprietorship/partnership, the following certificate must be executed:

I, _____, certify that I am the
owner/partner of the company named as Contractor in the contract and that I have the authority to
bind _____, to contractual
agreements.

Print or type name of company/DBA

Dated: _____, 20____ By: _____
Its: _____

Notes to Certificate:

1. The full name and business address of the Contractor must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties are to be typewritten or printed under all signatures of the contract.
2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
3. If the Contractor is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract and on behalf of the partnership.
4. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Contractor, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.
5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.

