



Franklin Assessment Services RFP

RFP #21-003

PROFESSIONAL SERVICES – STATUTORY ASSESSOR, ANNUAL MAINTENANCE & CLERICAL, AND REVALUATION SERVICES

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NOTICE OF SOLICITATION

Administration Department
City of Franklin
9229 W Loomis Road
Franklin, WI 53132
Phone: 414-427-7504
psteeno@franklinwi.gov

Proposals will be received at this office until December 3, 2021, at 4:00 PM, for providing Professional Assessment Services, including Statutory Assessor, Annual Maintenance & Clerical, and Revaluation Services to the City of Franklin.

Peggy Steeno, CPA, MBA
Director of Administration
November 5, 2021



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Section I - INSTRUCTIONS

I. **EXAMINATION OF THE REQUEST FOR PROPOSAL**

It is the responsibility of all prospective proposers to carefully read this entire Request for Proposals (hereafter referred to as RFP), which contains provisions applicable to successful completion and submission of a proposal, and consists of all documents shown in the Table of Contents. If you discover any ambiguity, inconsistency, error or omission in the RFP, you must notify the Director of Administration in writing. Only interpretations or corrections of the RFP made in writing are binding. You shall not rely upon any interpretation or corrections given by any other method.

II. **PREPARATION AND SUBMISSION OF PROPOSALS**

- A. Deadline: Proposals and Pricing Statement/Cost must be received in the Administration Office no later than 4:00 PM on December 3, 2021. Proposals received after the deadline are not able to be considered by the City.
- B. Three (3) hard copies of the proposal, along with a separate pricing statement/cost of proposal, shall be mailed to: Administration Department, City of Franklin, 9229 W Loomis Road, Franklin, WI 53132, and one (1) electronic copy of the proposal shall be transmitted in pdf format emailed to psteeno@franklinwi.gov. The following notation must appear in the subject line of the electronic (email) copy: RFP#-21-003 PROFESSIONAL ASSESSMENT SERVICES.
- C. It is the intent of the City of Franklin to engage an ASSESSMENT FIRM who will provide professional services as described herein. However, the City reserves the right, at its sole discretion, to terminate this RFP process or negotiations with a selected ASSESSMENT FIRM and either perform the work with its staff, or begin a new RFP process. Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP, or to the selected ASSESSMENT FIRM prior to approval by the City of Franklin of a professional services agreement.

III. **PROPOSAL COSTS**

The City shall not be liable for any costs incurred to prepare or submit a proposal for this project.

IV. **TERMINATION OF CONTRACT**

The City of Franklin, at its sole discretion, may terminate contract services upon written notification with or without cause, upon a forty-five (45) day notice.

V. **GENERAL**

- A. Upon Submission of a proposal to the City of Franklin, the offer to perform contractual services may not be withdrawn by the provider for a period of 60 days to allow the City of Franklin the opportunity to take official action.
- B. Payment will be made within 30 days of receipt of an itemized invoice.
- C. No part of the contract shall be subcontracted without prior written consent of the City. ASSESSMENT FIRM shall retain full responsibility for all work performed.
- D. ASSESSMENT FIRM agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability arising out of or in connection with this agreement where such liability is found upon or grows out of the errors, omissions, or negligent acts of any of the ASSESSMENT FIRM, its agents or employees.
- E. ASSESSMENT FIRM shall maintain insurance coverage as required and identified in the attached "Insurance Requirements" document (pages 13-14).
 1. If you cannot meet the minimum insurance requirements outlined within this RFP:
 - a. Provide a copy of the insurance you currently carry; and,
 - b. Provide an estimate of how much it would cost to attain the additional insurances required within this RFP.
- F. The City reserves the right to negotiate revisions to the Scope of Services and fees and to terminate negotiations if a final contract cannot be agreed upon.
- G. Contract shall be construed according to the laws of the State of Wisconsin.



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VI. CONTACT INFORMATION

Questions regarding this proposal may be directed to psteeno@franklinwi.gov.

VII. TIMELINE

The following is the planned schedule for the selection process. The City reserves the right to modify the schedule.

RFP Released -	Friday, November 5, 2021
Notification of Intent to Respond -	Wednesday, November 17, 2021
Question Deadline -	Wednesday, November 17, 2021
City Response to Questions -	Wednesday, November 24, 2021
Proposals Due -	Friday, December 3, 2021
Interview of Finalists -	During Period of December 8 - December 14, 2021
Selection -	Tuesday, December 21, 2021

VIII. NON-DISCRIMINATION STATEMENT

The City of Franklin does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

IX. AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice, the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

X. LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of Franklin to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.



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Section II - SPECIFICATIONS

I. STATEMENT OF NEED

The City of Franklin (hereafter, referred to as “City”) is requesting proposals from qualified ASSESSMENT FIRMS (hereafter, referred to as “ASSESSMENT FIRM”) to provide the following services: (1) Serve as the City’s Statutory Assessor, (2) provide annual maintenance and clerical services, and (3) provide revaluation services in a competent, timely, efficient, and cost effective and customer service-oriented manner.

Background Information

The City, with a 2021 population estimate of 36,646, is located in Milwaukee County, Wisconsin. The 2021 Aggregate Assessed Value of all Property Subject to the General Property Tax for the City is \$4,877,836,200. The assessment ratio for 2021 is 100.0007%. The City currently uses “Univers” assessment software for storage and valuation of real estate and personal property.

The City has the following parcel counts (from 2021 Statement of Assessment):

2021 Real Estate Assessed Valuation Summary					
Classification	Parcel Count		Assessed Values		Total Value
	Land	Improvements	Land Value	Improvement Value	
Residential	12,067	11,435	\$752,789,700	\$2,893,636,000	\$3,646,425,700
Commercial	558	413	\$258,528,900	\$738,751,600	\$997,280,500
Manufacturing*	62	54	\$31,636,400	\$127,697,500	\$159,333,900
Agricultural	189	0	\$802,000	\$0	\$802,000
Undeveloped	93	0	\$806,700	\$0	\$806,700
Agricultural Forest	3	0	\$65,000	\$0	\$65,000
Forest lands	6	0	\$102,400	\$0	\$102,400
Other	74	69	\$5,757,700	\$13,893,400	\$19,651,100
Total	13,052	11,971	\$1,050,488,800	\$3,773,978,500	\$4,824,467,300

*Manufacturing is assessed by the State of Wisconsin Department of Revenue (WIDOR)

2021 Personal Property Account Summary		
Classification	Count	Value
Locally Assessed / Manufacturing	859	\$53,368,900

The City of Franklin has three (3) school districts, six (6) current Tax Incremental Finance Districts, and two (2) mobile home parks.



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Cost of Information Preparation

The costs of developing and submitting a proposal, discussions required to clarify items related to the proposal, and/or future interviews is entirely the responsibility of the applicant. All proposals and other information provided to the City becomes the property of the City. The City reserves the right to use such proposals and other material or information and any of the ideas presented therein without cost to the City.

II. QUALIFICATIONS

- a. Demonstration and evidence of significant knowledge and experience in providing assessment services and revaluations in accordance with Wisconsin State Statutes, Wisconsin Property Assessment Manual, and technical standards from the International Association of Assessing Officers.
- b. A minimum of three (3) references required. Include samples from references.
- c. The City of Franklin does not own a specific assessment software package and will work with the selected ASSESSMENT FIRM on implementing a mutually agreeable assessment software package.

III. SCOPE OF WORK

The City of Franklin desires to form a strategic partnership with the selected ASSESSMENT FIRM in a way that best utilizes City resources.

A named representative of the ASSESSMENT FIRM (Assessor) shall be the statutory assessor for the City of Franklin and complete in a professional manner all of the work required under this proposal in accordance with Wisconsin State Statutes. The Assessor shall complete the assessment work of all taxable real and personal property within the City for 2022, 2023, and 2024 assessment rolls, with possible extensions for the 2025 and 2026 assessment rolls. It is anticipated that the selected ASSESSMENT FIRM/Assessor will begin work under contract on or about January 1, 2022 and continue through August 31, 2024, with possible extensions through August 31, 2026.

The City is open to recommendations and alternative options to the scope listed below. This may include multiple alternatives, as long as each alternative also includes a cost of service. Some of the alternatives may include various methods and timing for accomplishing equitable valuations throughout the City, from aggressive yearly maintenance to neighborhood level market updates, or a point in between. These options should be identified separately and have a separate cost associated with each option.

The scope of work completed by the ASSESSMENT FIRM shall include:

1. The ASSESSMENT FIRM will perform all of the work required to properly and professionally assess and list the real and personal property of the City in accordance with applicable Wisconsin State Statutes and in full compliance with all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as well as comply with public records laws, including record retention periods.

The ASSESSMENT FIRM shall designate a qualified and responsible employee to supervise the Assessment Services Work for the entire contract period. The individual shall be certified, at a minimum, as an Assessor Level II or Assessor Level III. The individual designated as such shall be available to the City for the entire contract. Should the Assessor/Supervisor be reassigned, that person shall be replaced by an equally qualified individual, subject to review and approval by the City.

The Assessor/Supervisor shall report to and be accountable to the Director of Administration. The Assessor shall meet with the Director of Administration on a regular basis to discuss the progress of the work and to review the data and reports completed. The City reserves the right to inspect the data and the progress of the work performed at any time without limitation.

2. Collect data concerning sales of land and sales of improved parcels which may indicate the residual value of land. From these and other sources, the ASSESSMENT FIRM and City Assessor shall calculate all land values throughout the City.
3. Inspect the interior and exterior of all improved commercial properties.
 - a. The ASSESSMENT FIRM shall physically inspect 100% of the properties to be appraised and will carefully measure and list all improvements to be appraised. Special care should be given to identifying and listing Designed Use and calculating Useful Remaining Life.
 - b. All internal inspections for commercial property will be done by appointment. The City staff and ASSESSMENT FIRM will schedule appointments.
 - c. The ASSESSMENT FIRM will provide a digital photograph for each improved parcel. Any unique, large, or unusual properties may require more than one photograph.
4. Inspect all classes of property, except manufacturing and residential, except where otherwise noted under annual maintenance services, according to state statutes.
5. The ASSESSMENT FIRM shall consider the cost, market, and income approaches in the valuation of all vacant and improved parcels of property by computer assisted means.
6. Data Specifications
 - a. The inspection data will be recorded on forms that are in compliance with Department of Revenue forms. Detailed notes regarding the structure will be included on the forms.
 - b. Additional information including market data, building costs, sales, rental, leasehold improvements, and income and expense data will be collected as circumstances dictate.
 - c. Data collection for income producing properties shall include rental rates, leasehold improvements, vacancy rates, and income and expense data. This information will be maintained in a secure location at city hall.
 - d. Documentation will be noted on each property listing/record card including the time, date, and assessor for each inspection or attempted inspection. The person authorizing internal inspection shall sign said document. The ASSESSMENT FIRM shall gather and note on the property record card for each parcel information including, but not limited to: size, area, footage, width, depth, topography, productivity, site improvements, utilities, access, zoning, situs (corner vs. interior), and location. Such information, when completed, shall be entered by the ASSESSMENT FIRM into the software system.
 - e. The ASSESSMENT FIRM will measure all improvements to verify the accuracy of the existing sketches. All corrections including dimensions, labels, and new areas shall be noted on the sketch. If the drawing is missing, or not include interior areas, the ASSESSMENT FIRM shall create one.
 - f. The ASSESSMENT FIRM will perform all square footage calculations and verify accuracy. All incomplete, unverified, and/or inaccurate measurements and/or calculations will be corrected at no additional expense to the City.
 - g. Completed listing sheets and sketches shall be ready for data entry and the electronic records updated in a routine and timely manner. Any data deemed missing, illegible, or inaccurate will be corrected at no additional cost to the City.
7. The contract commitment shall be that all improved commercial properties shall be inspected. The specified inspection rate assumes reasonable property owner cooperation and shall therefore be inclusive of "Certified No Response" properties.



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- a. Prior to the Open Book hearing period, a time for public inspection of the proposed roll will be allowed. The Open Book period shall be scheduled to comply with appropriate statutes, be scheduled for day and evening sessions, and ensure notice to affected properties.
 - b. The Board of Review for the revaluation period shall be scheduled at the mutual convenience of the City Assessor, Board of Review, and the City Clerk.
 - c. The ASSESSMENT FIRM will be responsible to attend the Board of Review hearings, and defend valuations and work products. The ASSESSMENT FIRM will promptly and adequately follow up and respond to any appeals made at the Board of Review assessment modifications as approved.
8. The ASSESSMENT FIRM and the ASSESSMENT FIRM'S employees shall be required to take and subscribe to an oath of office certifying that it will faithfully perform the duties of the assessor in conformity with Section 19.01, Wisconsin Statutes, and file said oath with the City Clerk prior to undertaking any of said duties.
 9. The City Assessor or his/her designee will be the contract administrator for the City. The ASSESSMENT FIRM shall be accountable and report to the Director of Administration. The ASSESSMENT FIRM shall meet with the Director of Administration on an as-needed basis to discuss the progress of the work and to review the data and the reports completed. The City reserves the right to inspect the data and the progress of the work performed at any time without limitation.

The City of Franklin requests the ASSESSMENT FIRM to provide staffing for annual assessment services of all existing property in the City of Franklin performed in the years 2022-2024. The scope of work from an ASSESSMENT FIRM shall include:

1. The ASSESSMENT FIRM will maintain office hours throughout the calendar year at the Franklin City Hall, 9229 W Loomis Road, Franklin, WI 53132, currently estimated at thirty-seven and one-half (37.5) hours per week. Flexibility and availability of ASSESSMENT FIRM staff and the needs of the City will be considered in finalizing the number of hours per week with approval of planned hours by the Director of Administration or designee. In addition, the ASSESSMENT FIRM may be required to attend City meetings as requested by the Director of Administration.
2. The ASSESSMENT FIRM shall be responsible for all assessment-related clerical duties and customer service, as needed.
3. The ASSESSMENT FIRM will be responsible for the field review and assessment of all properties that were under partial construction as of January 1st of the previous year.
4. The ASSESSMENT FIRM will be responsible for the field review and assessment of new construction as of January 1st of the current year.
5. The ASSESSMENT FIRM will be responsible for the performance of interior inspections on all newly constructed buildings, partially constructed buildings from the previous year, any interior remodeling, additions and demolitions.
6. The ASSESSMENT FIRM will be responsible for the field visit and measurement of all properties with building permits for exterior remodeling and for detached buildings and decks, air conditioning and other miscellaneous permits.
7. The ASSESSMENT FIRM will be responsible for the field review, as deemed necessary, for properties that have been sold, for which a building permit has not been issued.
8. The ASSESSMENT FIRM will be diligent in discovering and assessing all personal property. The ASSESSMENT FIRM will complete field visits of all personal property accounts annually to discover new accounts and account for businesses that may have closed prior to the assessment year. The ASSESSMENT FIRM will cross

reference personal property accounts with the corresponding real property and parcel numbers.

9. The ASSESSMENT FIRM will manage the mailing of State approved Personal Property Forms to all holders of personal property in the City by January 15th of each year, audit the returned forms, and place the new values on the assessment roll. The ASSESSMENT FIRM will manage the process of the collection of the name and address of each personal property contact person, separate from the business name. The ASSESSMENT FIRM shall keep on file in the office a doorage listing prior to open book review.
10. The ASSESSMENT FIRM will manage the accounting of all buildings destroyed or demolished.
11. The ASSESSMENT FIRM will be responsible for determining whether an organization or individual meets the requirements for exemption from property tax, and will mail written determinations to owners when requests are received.
12. The ASSESSMENT FIRM will manage the processing of parcel subdivisions, lot line adjustments, new subdivision plats, certified survey maps, and any other land divisions.
13. The ASSESSMENT FIRM will take digital photographs of new construction on or about January 1st annually, and also during the review process as needed.
14. The ASSESSMENT FIRM will maintain and annually update property owner lists, with current name and address changes.
15. The ASSESSMENT FIRM will validate sales and provide assessment data through the Department of Revenue PAD System, and record sales information to property record cards electronically.
16. The ASSESSMENT FIRM will annually update all property owner information with new legal descriptions electronically.
17. The ASSESSMENT FIRM will manage the mailing of Notice of Assessment to property owners and others as required by Wisconsin Statute.
18. The ASSESSMENT FIRM will attend all Board of Review hearings, defend the City as needed at the hearings and defend valuations and work products. The ASSESSMENT FIRM will promptly and adequately follow up and respond to any appeals made at the Board of Review assessment modifications as approved.
19. The ASSESSMENT FIRM will value all mobile homes in parks as required by law.
20. All assessment files and records created and data collected by the ASSESSMENT FIRM shall remain the property of the City. Records removed for work in progress shall be returned to the City offices immediately upon completion of that work.
21. The ASSESSMENT FIRM shall communicate openly and in a timely manner with the Director of Administration and other proper City personnel and the public regarding assessment matters.
22. The ASSESSMENT FIRM is required to present a positive, professional image in both dress and conduct while interfacing with City staff and the public.
23. All assessment personnel shall carry proper photo identification provided by the City to assure the public of their identity and purpose for gaining access to private property.
24. The ASSESSMENT FIRM is not permitted to assign, subcontract, or transfer the work without the written permission of the City.
25. All personnel providing services requiring Wisconsin Department of Revenue Certifications shall be actively certified and in compliance with Wisconsin Statute Chapter 73.09 as prescribed in the Wisconsin Property Assessment Manual.
26. The ASSESSMENT FIRM shall review any complaint relative to the conduct of his/her employee(s). If the City deems the performance of any of the ASSESSMENT

FIRM'S employees to be unsatisfactory, the ASSESSMENT FIRM shall remove such employee(s) from working for the City upon written request from the City.

27. The ASSESSMENT FIRM shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this contract. Disclosure of this or any appraisal information to any individual, ASSESSMENT FIRM, or corporation other than appropriate public officials or their authorized agents is expressly prohibited.
28. The ASSESSMENT FIRM shall be required to execute a contract with the City that incorporates the information included in this RFP.
29. If during the term of the contract state statutes are amended regarding regulatory reporting for assessment liability, the contract shall be altered or amended accordingly.

IV. PROPOSAL CONTENTS AND FORMAT

In order to be considered as a qualifying proposal, the following information is required. Each submittal should include the items listed below. However, the organization may include additional materials as appropriate.

- a. Three (3) hard copies of the proposal shall be mailed to: Administration Department, City of Franklin, 9229 W Loomis Road, Franklin, WI 53132, and one (1) electronic copy shall be transmitted in pdf format emailed to psteeno@franklinwi.gov.
- b. An officer who is authorized to execute legal documents on behalf of the organization shall sign the proposal.
- c. Information within the proposal should be clearly marked and formatted with the following sections:
 1. Executive Summary: Provide an overview of the proposed services, your organization and its ability to be able to provide the services proposed.
 2. Examples/Past Project: Include a summary describing three (3) similar and relevant past projects. These examples should include a brief summary of each project and a sample of images as used in the final product.
 3. References: Provide a minimum of three (3) references including the name of person(s) who may be contacted, title of the person, email, address and phone number.
 4. Cost Summary: A detailed cost for services broken into product and service costs. Also provide any and all other costs pertinent to the Scope of Work required for this project. Also provide an hourly rate for ASSESSMENT FIRM employees and cost per parcel.
 5. Appendix/Portfolio: ASSESSMENT FIRMS must provide a portfolio of work, either as an attachment or via web link, to highlight the organization's past work as it applies to this proposed project. ASSESSMENT FIRMS may also use this section to provide any additional information regarding the ASSESSMENT FIRM'S qualifications or methods relevant to this project.
 6. ***Proposals shall clearly list the fee for each service: (1) Statutory Assessor, (2) annual maintenance and clerical, and (3) revaluation services for each assessment year of the proposed contract, 2022 – 2024, in a not-to-exceed sum to include all of the ASSESSMENT FIRM'S costs including but not limited to: labor, materials, supplies, equipment, transportation costs, meals, lodging, computer software and Board of Review expenses. All expense reimbursements will be the responsibility of the ASSESSMENT FIRM.***



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Also, please provide an alternate bid that will be effective if the WI Legislature repeals the remaining Personal Property Tax Provisions, and Personal Property Tax is no longer managed or administered by the municipalities.

7. The ASSESSMENT FIRM will be allowed to propose alternate office hours if significant savings and/or benefits may result for the City as part of an alternate quote. However, the basic proposal must include all stated requirements in this RFP including staffing for regular office hours.

8. All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with the rules and regulations promulgated by the Wisconsin Department of Revenue.

9. Assessment personnel shall provide a detailed resume of the person or persons assigned as the City's appraisers for the work to be performed.

10. All personnel providing assessing services shall be currently certified in compliance with Wisconsin State Statutes and Administration rules of the Wisconsin Department of Revenue, and shall maintain certification throughout the duration of the assignment.

V. EVALUATION AND SELECTION PROCESS

RATING CRITERIA

- a. Experience and successes in providing assessment and revaluation services to similar organizations;
- b. The qualifications of key personnel and past experience with providing assessment and revaluation services;
- c. Demonstration of a high level of accuracy in assessment work for municipal clients;
- d. Skill, ability and capacity to perform the specific scope of services required;
- e. Quality of proposal and format;
- f. Proposed methodology;
- g. Overall impression; and
- h. Price

The City of Franklin reserves the right to reject any and all proposals for any reason at their sole discretion and to negotiate the terms and conditions of the eventual contract with the ASSESSMENT FIRM awarded the project. The ASSESSMENT FIRM to whom the contract is awarded will be notified as early as possible.



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VI. CITY OBLIGATIONS

1. The City shall furnish adequate office space at the Franklin City Hall at no cost to the ASSESSMENT FIRM. Office space may include desks, tables, chairs, file cabinets, heating, lighting, telephone and janitorial services, other office machinery, equipment and computers.
2. The City shall provide access to City records including, but not limited to, prior assessment rolls, sewer and water layouts, building permits, tax records, building plans, records of special assessments, plats or any other maps and property files at no cost.
3. The City shall furnish the name and address of the owner and block and lot number, size or other identifying description of each parcel to be appraised.
4. The City shall furnish the name and correct address, if known, to the ASSESSMENT FIRM for notices to be sent for changes in assessed values.



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Section III - INSURANCE REQUIREMENTS FOR ASSESSMENT FIRMS

The ASSESSMENT FIRM shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000)
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$2,000,000 per occurrence for bodily injury, personal injury, and property \$2,000,000 minimum aggregate per person, per aggregate CITY shall be named as an additional insured on a primary, non-contributory basis.
D. Worker’s Compensation and Employers’ Liability	\$1,000,000 single limit \$500,000 per accident
E. Errors and Omissions (Professional Liability)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, the ASSESSMENT FIRM shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability and Property Coverage. The CITY shall be listed as “The City of Franklin, including its employees and its elected or appointed officials.”

All sub-assessment firms shall be required to obtain commensurate coverages which shall be as broad as those noted above for ASSESSMENT FIRM. If sub-assessment firm employees are not covered by workers compensation or by ASSESSMENT FIRM’S worker’s compensation, the sub-assessment firm shall provide employer’s liability insurance for the protection of sub-assessment firms employees, which coverage limits shall at least be \$100,000 for bodily injury by accident/each accident; \$500,000 bodily injury by disease/policy limit; and \$100,000 bodily injury by disease/each employee.

If said policies are thereafter canceled, permitted to expire, or changed, the ASSESSMENT FIRM shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.



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The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the ASSESSMENT FIRM, nor the ASSESSMENT FIRM'S sub-assessment firm, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event the ASSESSMENT FIRM fails to ensure the ASSESSMENT FIRM and all sub-assessment firms are insured and continue to remain insured, the ASSESSMENT FIRM shall indemnify and hold the Owner and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage for all sub-assessment firms shall remain with the ASSESSMENT FIRM; and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure ASSESSMENT FIRM and sub-assessment firms have the required insurance coverage.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin. Insurance shall be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI.



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Section IV – DRAFT SERVICE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT, made and entered into this ____ day of _____, 20__, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter “CITY”) and _____ (hereinafter “ASSESSMENT FIRM”), whose principal place of business is _____.

WITNESSETH

WHEREAS, the ASSESSMENT FIRM is duly qualified and experienced as _____ and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the ASSESSMENT FIRM to provide assistance with the _____;

WHEREAS, the ASSESSMENT FIRM is qualified to do business in Wisconsin; and

WHEREAS, the City and ASSESSMENT FIRM wish to enter into this AGREEMENT to specify the duties and obligations of the parties for the services described herein; and

WHEREAS, the ASSESSMENT FIRM is willing to perform the services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the ASSESSMENT FIRM agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. The ASSESSMENT FIRM shall provide services to the CITY including _____, as described in the ASSESSMENT FIRM’S proposal to the CITY dated _____, which is attached and incorporated herein as Attachment A.
- B. The ASSESSMENT FIRM shall serve as the CITY’S professional representative in matters to which this AGREEMENT applies. The ASSESSMENT FIRM is not guaranteed to be the CITY’S sole representative in such matters, and the CITY is not restricted from engaging other professional service ASSESSMENT FIRMS to address such matters as the CITY shall determine is appropriate.
- C. The ASSESSMENT FIRM may employ the services of outside ASSESSMENT FIRMS and sub-assessment firms when deemed necessary by the ASSESSMENT FIRM to complete work under this AGREEMENT following approval by the CITY for each such type of use.



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- D. The ASSESSMENT FIRM is an independent ASSESSMENT FIRM and all persons furnishing services hereunder are employees of, or independent sub-assessment firms to the ASSESSMENT FIRM and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the ASSESSMENT FIRM as employer. The CITY understands that express AGREEMENTS may exist between the ASSESSMENT FIRM and its employees regarding extra work, competition, and nondisclosure.

II. FEES AND PAYMENTS

The CITY agrees to pay the ASSESSMENT FIRM, for and in consideration of the performance of Basic Services further described in Attachment A, an amount of _____, subject to the terms detailed below:

- A. The ASSESSMENT FIRM may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed, to substantiate the invoice. The CITY agrees to pay the ASSESSMENT FIRM'S invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. In consideration of the faithful performance of this AGREEMENT, the ASSESSMENT FIRM will not exceed the fee for Basic Services, which is inclusive of all expenses, without written authorization from the CITY to perform work over and above that described in the original AGREEMENT.
- C. In addition to the fees identified above, if allowed for in the agreement, the ASSESSMENT FIRM may invoice and receive reimbursement for itemized charges for materials or other direct charges paid for by the ASSESSMENT FIRM.
- D. The cost of all services and reimbursable expenses, if any, to be provided under this agreement shall not exceed _____, without amendment of this agreement.
- E. Should the CITY find deficiencies in work performed or reported, it will notify the ASSESSMENT FIRM in writing within thirty (30) days of receipt of invoice and related report, and the ASSESSMENT FIRM will remedy the deficiencies within thirty (30) days of receiving the CITY'S notice, which period may be extended by mutual agreement of the ASSESSMENT FIRM and the CITY'S representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.
- F. Travel time to CITY locations is not chargeable time.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the ASSESSMENT FIRM.

- B. The CITY may, in writing, request changes in the Basic Services required to be performed by the ASSESSMENT FIRM and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the ASSESSMENT FIRM shall submit a “Change Order Request Form” to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the ASSESSMENT FIRM to finalize acceptance of the change order. Any claim by the ASSESSMENT FIRM for an adjustment hereunder that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting documentation, no later than forty-five (45) days after receipt by the ASSESSMENT FIRM of approved change order from the CITY, unless a different deadline is provided for within the approved change order.

IV. ASSISTANCE AND CONTROL

- A. Peggy Steeno, Director of Administration, acting on behalf of the CITY, will be responsible for communication within the CITY’S organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the ASSESSMENT FIRM.
- B. The CITY will timely provide the ASSESSMENT FIRM with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. The ASSESSMENT FIRM will appoint, subject to the approval by the CITY, _____, _____, as the ASSESSMENT FIRM’S Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

V. TERMINATION

- A. This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to the ASSESSMENT FIRM at least forty-five (45) business days before the specified effective date of such termination. This AGREEMENT may be terminated by the ASSESSMENT FIRM upon written notice to the CITY at least forty-five (45) business days prior to the effective date of such termination. Upon such termination by the CITY, the ASSESSMENT FIRM shall be entitled to payment of such amount as shall fairly compensate the ASSESSMENT FIRM for all approved and performed work up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the ASSESSMENT FIRM shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that the ASSESSMENT FIRM may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.



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- C. The rights and remedies of the CITY and the ASSESSMENT FIRM under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in the ASSESSMENT FIRM'S original proposal) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY.

VI. INSURANCE

The ASSESSMENT FIRM shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000)
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$2,000,000 per occurrence for bodily injury, personal injury, and property \$2,000,000 minimum aggregate per person, per aggregate CITY shall be named as an additional insured on a primary, non-contributory basis.
D. Worker's Compensation and Employers' Liability	\$1,000,000 single limit \$500,000 per accident
E. Errors and Omissions (Professional Liability)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, the ASSESSMENT FIRM shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability and Property Coverage. The CITY shall be listed as "The City of Franklin, including its employees and its elected or appointed officials."



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All sub-assessment firms shall be required to obtain commensurate coverages which shall be as broad as those noted above for ASSESSMENT FIRM. If sub-assessment firm employees are not covered by workers compensation or by ASSESSMENT FIRM'S worker's compensation, the sub-assessment firm shall provide employer's liability insurance for the protection of sub-assessment firm's employees, which coverage limits shall at least be \$100,000 for bodily injury by accident/each accident; \$500,000 bodily injury by disease/policy limit; and \$100,000 bodily injury by disease/each employee.

If said policies are thereafter canceled, permitted to expire, or changed, the ASSESSMENT FIRM shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the ASSESSMENT FIRM, nor the ASSESSMENT FIRM'S sub-assessment firm, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event the ASSESSMENT FIRM fails to ensure the ASSESSMENT FIRM and all sub-assessment firms are insured and continue to remain insured, the ASSESSMENT FIRM shall indemnify and hold the Owner and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage for all sub-assessment firms shall remain with the ASSESSMENT FIRM; and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure ASSESSMENT FIRM and sub-assessment firms have the required insurance coverage.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin. Insurance shall be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- B. The ASSESSMENT FIRM warrants each of the following:
 - 1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason.
 - 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
 - 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONTACTOR.

- C. The ASSESSMENT FIRM shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, caused by the negligence, gross negligence or willful misconduct of said ASSESSMENT FIRM, or the agents, employees or workmen of said ASSESSMENT FIRM in any respect whatsoever.
- D. To the fullest extent permitted by law, the ASSESSMENT FIRM shall indemnify and hold harmless the CITY, the CITY'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the ASSESSMENT FIRM or the ASSESSMENT FIRM'S officers, directors, partners, employees, and ASSESSMENT FIRMS in the performance of the ASSESSMENT FIRM'S services under this AGREEMENT.
- E. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the ASSESSMENT FIRM, the ASSESSMENT FIRM'S officers, directors, partners, employees, and ASSESSMENT FIRMS from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY'S officers, directors, partners, employees, and ASSESSMENT FIRMS with respect to this AGREEMENT.
- F. To the fullest extent permitted by law, the ASSESSMENT FIRM'S total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the ASSESSMENT FIRM and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the ASSESSMENT FIRM'S negligence bears to the total negligence of the CITY, the ASSESSMENT FIRM, and all other negligent entities and individuals.
- G. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, the CITY shall indemnify and hold harmless the ASSESSMENT FIRM and the ASSESSMENT FIRM'S officers, directors, partners, employees, and ASSESSMENT FIRMS from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate the CITY to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

VIII. TIME FOR COMPLETION

The ASSESSMENT FIRM shall commence work promptly and diligently upon execution of this AGREEMENT.

The ASSESSMENT FIRM shall commence work within fifteen (15) days following receipt of a Notice to Proceed from the CITY.



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The ASSESSMENT FIRM shall complete the work as agreed upon and stated in the Notice to Proceed from the CITY.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

Unless other required herein, the ASSESSMENT FIRM shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the ASSESSMENT FIRM to the CITY for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism: The ASSESSMENT FIRM stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the ASSESSMENT FIRM under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: The ASSESSMENT FIRM warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The ASSESSMENT FIRM warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the ASSESSMENT FIRM. Upon receipt of such notification, a CITY review and written approval is required for the ASSESSMENT FIRM to continue to perform work under this AGREEMENT. Additionally, the ASSESSMENT FIRM shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any ASSESSMENT FIRM proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.