

# Menominee County and Town of Menominee Wisconsin



## Invitation for Bids (IFB) For Assessor Services

**IFB 2021-03**

**June 28, 2021**

<b>CONTACT INFORMATION</b>	
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Website:	<a href="http://www.co.menominee.wi.us">www.co.menominee.wi.us</a>
Mailing Address:	P.O. Box 279 W3269 Courthouse Lane Keshena, WI 54135

<b>SCHEDULE OF EVENTS</b>	
The following dates are provided for your information and planning purposes. Although every effort will be made to follow this schedule, we reserve the right to modify the dates as necessary.	
IFB released:	Monday, June 28, 2021
Pre-Proposal Conference:	None
Proposals Due:	Wednesday, August 4, 2021 @ 2:30 p.m. CST
Proposal Opening:	Thursday, August 5, 2021 @ 2:45 p.m. CST
Notice of Interviews:	N/A
Interviews, if required:	N/A
Contract awarded by County & Town Board:	Thursday, August 19, 2021
Contract Start and Term:	January 1, 2022 – Up to 5 Year Term

**Menominee County and Town of Menominee  
Request for Proposals: Assessor Services  
IFB No. 2021-03**

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**Menominee County and Town of Menominee (Menominee)**  
**Request for Proposals: Assessor Services**  
**IFB No. 2021-03**

**1. About Menominee County and the Town of Menominee**

- 1.01 Menominee County is Wisconsin's 72<sup>nd</sup> County and is located approximately 45 miles northwest of Green Bay. The County is unique because it shares coterminous boundaries with the one Township of Menominee as well as the Menominee Indian Reservation. The County borders three other counties: Langlade, Oconto, and Shawano. There are four main communities within the County: two main villages of Keshena and Neopit, a smaller village named Zoar, and a more scattered community called South Branch.
- 1.02 The County is approximately 234,355 acres, or 360 square miles, and contains roughly 223,500 acres of heavily forested lands, representing the largest single tract of virgin timberland in the State of Wisconsin. The elevation of Keshena is 829 feet above sea level. There are four rivers flowing through the County: the Evergreen, the Oconto, the Red, and the Wolf. The Legend Lake area of Menominee County is a spring-fed lake over six miles long, with 47.5 miles of shoreline. Legend Lake acts as a main recreational area and is heavily developed with both seasonal and permanent residences.
- 1.03 The County and the Town is governed by the same seven member board. Both the County Board of Supervisors and the Town Board exercise the authority granted to them by Chapters 59 and 60 of Wisconsin Statutes, respectively. The seat of County and Town government is located in Keshena.
- 1.04 According to the Wisconsin Department of Administration Population and Housing Units estimates as of January 1, 2020 population for the Town of Menominee in Menominee County is 4,267.
- 1.05 The majority of the lands in Menominee County are held in trust by the Secretary of the Interior for the benefit of the Menominee Indian Tribe of Wisconsin and its 8,700 members, of which over half reside outside of the County/Reservation. Only 2,907 acres (or 1.24%) of the lands in Menominee County are subject to property taxes, which results in a significantly reduced ratio of property tax to other revenues as compared to other Wisconsin counties. Despite this revenue disadvantage, the County and Town are subject to the same statutory requirements as other counties and town, making the process of funding and operating vital programs, functions and services immensely challenging.
- 1.06 According to the 2020 Statement of Assessment:

<b>No.</b>	<b>Category/Description</b>	<b>Cost/Count</b>
A.	Overall Assessed Value	\$323,420,300
B.	Total Parcel Count	2,283
C.	Real Estate Value	\$322,492,800
D.	Personal Property Value	\$927,500
E.	Residential Value	\$317,158,900
F.	Commercial Value	3,400,200
G.	Undeveloped Parcel Value	103,500
H.	Forest Lands Value	1,830,200

- 1.07 Menominee County and/or the Town of Menominee are both body corporates and can sue and be sued in Wisconsin Circuit Court. Neither the County nor the Town should be confused with the Menominee Indian Tribe of Wisconsin, which is a federally recognized Indian Tribe as provided for by federal Treaty and the Menominee Restoration Act. As such, any concerns a firm might have about waivers of sovereign immunity are not at issue.
- 2. Purpose of this Invitation for Bids (IFB).** The Town of Menominee is requesting bids from qualified firms to provide efficient and cost effective Assessor services as further described herein.
- 3. Definitions.** As used in this IFB, the following words and terms have the following meanings:
- 3.01 "Bid" or "Proposal" means any offer made by a firm in response to this IFB.
- 3.02 "Board" means the seven-member County and Town Board of Supervisors.
- 3.03 "Firm" means an interested and qualified individual or firm submitting a proposal in response to this IFB who has ten or more years of assessor experience and is a certified assessor in the State of Wisconsin.
- 3.04 "Town" means the Town of Menominee, which is located in the County of Menominee, Wisconsin.
- 3.05 "P&F Committee" or "Committee" means the three-member Personnel and Finance Committee for the County and Town Board.
- 4. Submission of Bids**
- 4.01 Qualified firms interested in submitting a bid shall provide one original hardcopy and one electronic copy stored on a USB "thumb" drive in a sealed mailing container or envelope which is plainly marked on the outside with the name of the company, address, and the following notation: "Sealed Proposal for Assessor Services". The sealed proposal shall be mailed or delivered to:
- Menominee County/Town**  
Attn: Ruth M Winter, Property Lister  
P.O. Box 279  
W3269 Courthouse Lane  
Keshena, WI 54135
- 4.02 Sealed proposals must be received at the office of the Property Lister no later than:
- Wednesday, August 4, 2021 @ 2:30 p.m. CST**
- 4.03 Any proposal received after this deadline will be rejected and will not be opened or considered for award.
- 4.04 Proposals will not be received in any other office or department but that of the Property Lister, and bids sent via facsimile or e-mail will not be accepted.
- 4.05 All proposals submitted shall become the property of Town upon submission and shall be made a permanent part of Town records.
- 5. Pre-Proposal Conference.** A pre-proposal conference is not scheduled.
- 6. Proposal Opening**

- 6.01 Proposals will be publicly opened and read on Thursday, August 5, 2021 @ 2:45 p.m. CST at the Menominee County Courthouse Boardroom.
- 6.02 The main purpose of the proposal opening is to reveal the name(s) of the firms and their bids; it is not to serve as a forum for determining the successful bidder. Firms need not be present or represented during the proposal opening.
- 6.03 No responsibility will be attached to any person for premature opening of a proposal that is not properly identified on the outside of the submittal envelope or mailing container.

**7. Amendments to the IFB.** If it becomes necessary to clarify or revise any part of this IFB, amendments will be sent via e-mail to interested firms and posted on the County's website.

**8. Amendment to or Withdrawal of Proposal**

A firm may amend its proposal only by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the proposal opening date.

**9. Proposal Screening and Bid Recommendation**

- 9.01 All proposals will be reviewed by a three member Screening and Selection Team consisting of: the Property Lister, the Administrative Coordinator, and a third reviewer designated by the Property Lister and Administrative Coordinator.
- 9.02 Proposals that are deemed incomplete or non-conforming with this IFB and any amendments thereto, if applicable, will be screened out by the Screening and Selection Team.
- 9.03 The Screening and Selection Team will evaluate each bid based on the following evaluation criteria:

#	Category/Description	Points
1.	Cover Letter and Company Profile	40 Points
2.	Implementation Plan	20 Points
3.	Bid Amount	25 Points
4.	Adherence to Instructions/Organization of Proposal	15 Points
<b>Total Points:</b>		<b>100</b>

- 9.04 The bid receiving the highest average score among the three members of the Screening and Selection Team shall be recommended for approval.

**10. Award**

- 10.01 The Screening and Selection Team's selection shall be forwarded to the Personnel and Finance Committee for approval.
- 10.02 The Personnel and Finance Committee may accept the recommendation of the Committee, or it may develop its own recommendation, or it may reject all bids.
- 10.03 The Personnel and Finance Committee's recommendation shall be presented to the County Board for concurrence.
- 10.04 Award by the Board is tentatively scheduled to take place on Thursday, August 19, 2021.
- 10.05

**11. Scope of Work**

- 11.01 Conformance to Statutes. All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue (hereinafter "Department").
- 11.02 Oath of Office. The appraiser shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and of the State of Wisconsin and to faithfully perform the duties of assessor. If the appraiser is a corporation or partnership, the person(s) designated as responsible for the assessment shall comply with the above. The oath shall conform to sec. 19.01, Wis. Stats. and be filed with the municipal clerk prior to undertaking any of said duties.
- 11.03 Personnel
- A. All personnel providing services shall be currently certified in compliance with secs. 70.055 and 73.09, Wis. Stats. and the administrative rules prescribed by the Department.
  - B. The appraiser shall review any complaint relative to the conduct of his employee(s). If the Town deems the performance of any of the appraiser's employees to be unsatisfactory, the appraiser shall, for good cause, remove such employee(s) from work upon written request from the Town, such request stating reasons for removal.
  - C. Prior to commencing the revaluation, the appraiser shall file with the municipal clerk names of all employees to be performing work and the type of work to be performed by each, excepting non-appraisal office clerical help. A corporation or partnership shall indicate the person(s) designated as responsible for the assessment. All persons on file are to carry an up-to-date identification card and a letter of introduction from the Town or the Department when the Department is supervising the assessment.
- 11.04 Assessment Manual. The appraiser shall make all assessments in accordance with the property assessment manual as specified in secs. 70.32 and 70.34, Wis. Stats.
- 11.05 Accurate parcel identification. The appraiser shall review all legal descriptions as listed in the assessment roll for imperfections to include, but not restricted to errors, incorrect acreages, omissions, overlap, or failure to close. In the event that such discrepancies exist, the appraiser shall correct or cause the same to be corrected. Additional compensation, if any, shall be as specified in Article II, Section III of the standard contract.
- 11.06 Preparation of Record Cards
- A. The appraiser shall prepare individual record cards or computer-generated data sheets for each parcel to be revalued on forms currently approved by the Department. If the appraiser and/or Town shall have reason to use forms not currently approved, such use shall be contingent upon Department approval.
  - B. Record cards shall be completed for each parcel, labels with the property owners name and address as provided in sec. 70.17, Wis. Stats., and the following information as listed in the assessment roll: legal description of the property, parcel number and size of land parcel when available.

- C. Appropriate record cards shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and other improvements. All information relating to improvements shall be obtained and shown as provided on the respective forms.

11.07 Approaches to Value

- A. The appraiser shall consider the cost, market, and income approaches in the valuation of all vacant and improved parcels of property by computer-assisted means.
- B. The appraiser shall collect and analyze all available sales data for the Town in order to become familiar with prevailing market conditions, market activity, and specific transactions which may be utilized in determining the market value of properties throughout the Town. Data gathered shall either be noted on the property record cards, or contained within supplements to the records (e.g., copies of real estate transfer returns, leases, computer-generated data sheets). All data so gathered shall become and remain the property of the Town.
- C. Sales analysis shall include sales identified on an appropriate map (e.g., section, subdivision), analysis and verification for time adjustments, neighborhood boundaries and descriptions and other (agricultural) improvements. It may be necessary, as part of the analysis, to field a sale and measure and list the improvements of the properties that have sold using computer-assisted means.
- D. In valuing income producing properties, where appropriate, the appraiser shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include economic rents for each type of property, typical vacancy rates, and typical operation expense ratios. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the income approach. For improved parcels this shall include a reconstruction of income and expenses, an estimate of remaining economic life, and the capitalization rate applied. Capitalization rates shall be accurately documented by information obtained from the market.

11.08 Improvements; Data Collection

- A. The appraiser shall accurately measure to the nearest foot all improvements and prepare a complete outline sketch to scale (top view) of the major buildings showing all additions, porches, and appendages with dimensions and necessary identifications on the property record cards.
- B. The appraiser shall photograph all residences, and all major commercial improvements and all major buildings on agricultural land classified as other.
- C. The appraiser shall inspect the interior of a minimum of 90 percent of the major buildings of each class of improvements, noting both the interior and exterior features on the proper record card to provide an accurate and complete listing for each improvement. The actual number of improvements to be inspected for each class shall be determined by applying the above percentage to the final improvement count for each respective class.
- D. In those instances where a minimum inspection of 90 percent is unattainable due to the nature of the properties to be valued and the time of the year, an

alternate minimum shall be so specified in the addenda of the standard contract, such minimum to be established by the Town/Department.

- E. In those instances where a minimum inspection of 90 percent of the major buildings of each class of improvements is not considered adequate, an alternate minimum shall be specified in the addenda of the standard contract.
- F. The date of inspection or listing of all major buildings shall be indicated on the record cards.
- G. Upon failure to gain entrance to a major building after reasonable attempt, the appraiser shall attempt to contact the property owner or occupant by ordinary mail to arrange an appointment for the purpose of viewing and listing the interior.
- H. If the appraiser's request to list a major building is refused by the owner or occupant, the appraiser shall make a request by registered mail to inspect the building; such written request shall state the purpose of the inspection, the desired time of inspection and shall advise the owner or occupant that their refusal shall constitute a loss of appeal of the assessment to the local board of review and further appeal avenues; should the requests to inspect major buildings be denied, the appraiser shall list and value the improvements according to the best information practicably obtainable.

**11.09 Improvement Valuation; Cost Approach**

- A. The appraiser shall value improvements in accordance with Wisconsin Property Assessment Manual, using generally acceptable appraisal practices and cost manuals and computer-generated costs.
- B. b. In using the cost approach for residential improvements, the prescribed form or computer generated data sheet, or its equivalent as approved by the Department, shall be used in determining replacement costs. The property record card shall be completed as recommended for use with Volume 2 or other cost manual, with proper base costs selected as appropriate for each improvement and adjusted base building costs.
- C. In using the cost approach for other (agricultural) outbuildings, the current replacement costs should be determined for all buildings. Buildings in poor condition having little or no value shall be physically described and listed as having "no value" or given an appropriate sound physical value.
- D. In using the cost approach for commercial improvements, or a computer-generated calculator, proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs.
- E. Current local modifiers and costs appearing in the approved cost calculator shall be adjusted where necessary and documented by an analysis of local construction costs and market sales data
- F. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, must be accurately documented by the market and deducted from current replacement costs.
- G. All improvements shall be valued at market value as of January.
- H. The statutory assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, and completing all necessary forms in relation thereto. In the case where the assessor fails to perform, the appraiser shall collect all the required information.



11.10 Data Collection; Land

- A. The appraiser shall gather and note on the property record card or computer-generated data sheet for each parcel information including, but not limited to size, area, frontage, width, depth, shape, topography, productivity, site improvements, utilities, access, zoning and location. This information shall include a land sketch.
- B. The appraiser shall 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 appraiser shall become familiar with land values throughout the Town.

11.11 Valuation; Land

- A. Unit value ranges per acre for each grade of fallow agricultural land, agricultural forest land, undeveloped and productive forest land shall be determined from an analysis of sales and other available market data. Agricultural forest land and undeveloped land values shall be adjusted to 50 percent of full market value, per sec. 70.32(4), Wis. Stats. Soil surveys, where available, shall be used in the classification of land. Agricultural land shall be valued according to use, per sec. 70.32, Wis. Stats. In the analysis of sales, work forms shall be prepared for recording data on each sale analyzed and for correlating price data from the sales for the various classes of land and noting if land qualifies for use value or is fallow. Such forms shall be left with the Town.
- B. Aerial photographs shall also be used in the evaluation and classification of agricultural, swamp and forest lands. GIS layers, where available, should be provided, showing ownership lines and acreage. The minimum acceptable product under this specification shall be the most recent aerial photographs available from the county, along with soil classification and grading lists and a listing of the unit values used (use-value units for class 4 lands, market value units for fallow tillable and idle pasture, class 5, class 6 and class 7 lands). Aerial photographs shall be supplied, where necessary, by the appraiser and shall be left with the Town, along with classification and unit values documentation.
- C. Basic unit values shall be determined for residential and commercial lands from an analysis of sales, rents, leases, and other available market data. In the analysis of market data, adequate records shall be prepared showing data collected and unit value determinations. Such records shall be left with the Town.
- D. Having determined basic unit values the appraiser shall apply such to each parcel, making adjustments to account for the particular characteristics of the parcel. Land computations shall be properly shown for each parcel on the property record cards, or computer-generated data sheets.
- E. For residential and commercial lands, maps and schedules shall be prepared indicating unit values used; e.g., by neighborhoods, and locations thereof to be left with the Town.
- F. A copy of all charts, schedules and tables, not previously referred to, including depth factor tables used in the valuation of land shall be left with the Town.

11.12 Valuation, Assessment of Taxable Personal Property

- A. Taxable personal property shall be valued and assessed by the statutory assessor in compliance with Chapter 70, Wisconsin Statutes and with recommended procedures in Volume 1 of the Wisconsin Property Assessment Manual.
  - B. The assessor shall compile an updated list of all personal property accounts in the Town. Such list shall be reviewed by the assessment board to ensure that all accounts have been discovered.
  - C. To aid in determining the amount and value of personal property used in the production of income, the assessor shall require such property owners to furnish information on personal property forms as to the value of personal property owned by them or in their possession as provided in sec. 70.35, Wis. Stats. Such forms shall be mailed or delivered to property owners by the assessor. Completed forms received by the assessor shall be verified for accuracy in content and checked for arithmetic and procedural errors. In the absence of a completed form, the assessor shall field check the account, along with any other questionable accounts.
  - D. The assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, including the value of exempt computers and completing all necessary forms in relation thereto. In the case where the assessor fails to perform, the appraiser shall collect the required information.
  - E. All forms used in the valuation of personal property shall be approved by the Department and shall be left with the Town
- 11.13 Final Field Review. Prior to the open book conference, the appraiser shall make a final field review. Each parcel shall be reviewed at the property location. In the final review process, the indicated value of the structure and the indicated value of the land shall be compared against sales information concerning the same parcel or comparable parcels. For income producing properties where a determination of value has been made via the income approach, this value shall also be reviewed to make the proper correlation of values between the cost, market and income approaches. The review shall cover each parcel so as to eliminate errors in computations that may have occurred, to insure uniformity in record card and form completion by various personnel, to verify building classification and depreciation estimates regarding physical, functional and economic obsolescence, and to be sure that all lands and improvements are properly accounted for.
- 11.14 Assessment Board to Review Assessments. At least two weeks prior to sending notices of the assessments and the open book conferences, the assessment board shall review all assessed values on real estate and personal property; such review will include property record cards, personal property forms and all other material prepared for the revaluation.
- 11.15 Open Book Conference
- A. Upon completion of the assessment board's review of assessments and prior to the completion of the assessment rolls, the appraiser shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values.

- B. The Town shall designate the place for open book conferences with both the Town and appraiser mutually agreeing upon the date(s) and hours. Hearing time shall include a Saturday and evening hours.
- C. The appraiser shall send a notice by first class mail to each property owner at the last known mailing address. The notice form used shall be the same form prescribed by the Department of Revenue for notice required under sec. 70.365, Wis. Stats. The appraiser shall also indicate on the notice, or attach to the notice, the time, date, and place the open book conference will be held. Mailing shall be fifteen (15) days, thirty (30) days in revaluation years, prior to the first day of the conferences for the convenience of the property owners. Expenses related to the notices, excluding form supply, but including preparation of the forms and postage, shall be paid by the appraiser.
- D. The minimum number of days for open book conferences shall be set by the Town, the number of days being specified in the addenda.
- E. Open book conferences shall be held within the completion date specified in the contract. In the event the Town requests that the open book conferences be held at a date beyond the contracted completion date, and provided the appraiser agrees to such, the contract shall be extended commensurate with the lapse of days between the originally contracted completion date, and the revised date for open book conferences. Such extension shall be in writing and signed by both the Town and the appraiser.

11.16 Completion of Assessment Roll. The Assessment Board shall be responsible for the proper completion of assessment rolls according to current statutes. The appraiser shall where necessary enter into said rolls all newly established assessments, both real and personal, and the names of those to whom personal property is assessable; each roll shall also be totaled to exact balance by the appraiser. For computer prepared assessment rolls, it shall be sufficient for the appraiser to provide a list of all assessments at market value in the format required for data entry.

11.17 Board of Review; Subsequent Appearances

- A. The appraiser and/or responsible member(s) of the appraiser's staff shall attend all meetings of the Board of Review to explain and defend the assessed values and be prepared to testify under oath in regard to such values. Compensation shall be as specified in the contract.
- B. In the event of appeal to the Department or to the courts, it is agreed that the appraiser and/or qualified representative(s) shall be available upon written request from the Town to furnish testimony in defense of the values established by the revaluation in all cases which might arise within one (1) year of the completion date specified for the revaluation. Compensation shall be as specified in the contract.
- C. No appeal may be made to the Department under sec. 70.85, Wis. Stats. when the Department is supervising the assessment, or reassessment.

**12. Specific Proposal Requirements.** Each proposal shall include the following (preferably in this order) in their proposals:

12.01 Cover Letter

- A. The cover letter shall include a statement that it has thoroughly reviewed this IFB and fully accepts the terms and conditions outlined in the IFB.

- B. The cover letter shall include a statement acknowledging that it agrees to hold open the proposal for a period of ninety (90) days; and
  - C. The cover letter may include such other information as the firm deems necessary and appropriate.
- 12.02 Company Profile. The proposal shall include a company profile consisting of the following information:
- A. Overview
    - 1. Year organized;
    - 2. Number of clients;
    - 3. Number of staff;
    - 4. Number and location of offices;
    - 5. Discussion of any past or present litigation or regulatory actions against the firm;
  - B. Statement of Qualifications
    - 1. Description of what sets the firm apart from its competitors;
    - 2. Qualifications of the firm;
    - 3. Qualifications of principals and professional staff (please specify those individuals who will be representing this account and the length of time they have worked for the firm);
  - C. Relevant experience working with Counties and Municipalities
    - 1. Include a list of counties and municipalities the firm has done business with in the past five years;
    - 2. Include five specific references that we may contact (clients most similar to the Town in scope and size that the firm has done business with for a minimum of three years), three of whom must be current clients;
- 12.03 Implementation Plan. The firm will develop a detailed narrative describing: (1) how it will prepare for the assumption of responsibilities under this IFB; (2) information it will require from the Town prior to or immediately after assumption of responsibilities under this IFB; and (3) timetable for implementation showing significant milestones/deadlines dates for performance or implementation.
- 12.04 Proof of Insurance. Firms submitting proposals must provide proof of insurance. Such insurance shall include, at a minimum, the following: (a) workers compensation in compliance with Wisconsin State laws, (b) comprehensive general and public liability coverage, and (c) comprehensive automobile liability and property damage with coverage to include owned, hired, and non-hired motor vehicles used by Assessor with the following minimum limits: Bodily injury \$500,000/person, \$1,000,000/occurrence, and Property damage \$250,000/occurrence.
- 12.05 Contractual Changes. This IFB includes a sample contract. Firms submitting bids may offer alternative contract language to what appears in the draft but should describe the changes that are being proposed.
- 12.06 Bid Amount. Firms shall specify the amount of their bid for the years 2022, 2023, 2024, 2025 and 2026, including the dollar and percentage difference between each year.

12.07 Payment Schedule. Unless otherwise requested, Town shall pay the successful firm once every three months in an amount equivalent to one-quarter of the annual amount specified in the successful firm's bid. Actual payment shall be made within ten business days of the following:

- A. Receipt of the firm's quarterly invoice; and
- B. Acceptance of the invoice by the Town.

**13. Pricing and Term of Contract**

13.01 Term; Automatic Renewal. The contract term will be for a period of one (1) year, with a planned commencement date of January 1, 2022. The contract shall contain an automatic one year renewal clause for like terms and conditions. The contract may be automatically renewed for up to four years.

13.02 Invoicing. The firm's invoice shall be itemized, shall specify the dates covered by the invoice, and shall provide brief descriptions of the services provided in that period.

13.03 Cancellation. Town reserves the right to cancel any agreement at any time upon sixty (60) days prior written notice of its intent to terminate any agreement. The designated firm shall provide Town at least one hundred eighty (180) days prior written notice of its intent to terminate any agreement.

**14. General Terms and Conditions**

14.01 Town reserves the right to accept or reject any or all bids or portions thereof without stated cause.

14.02 Town reserves the right to re-issue this IFB.

14.03 Town reserves the right to obtain clarification of any point in a firm's bid or obtain additional information.

14.04 Town is not bound to accept the proposal with the lowest cost, but may accept the bid that demonstrates the best ability to meet the needs of the Town.

14.05 Town reserves the right to waive any formalities, defects, or irregularities in any bid, proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the Town.

14.06 Town reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the firm.

14.07 To the maximum extent possible, Town will attempt to adhere to the timelines described in this IFB; however, Town reserves the right to eliminate the interviews, change the date of the interviews, and/or to change the date of approval of the contract by the Board by up to one month.

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

- 14.09 The selected firm shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Town.
- 14.10 No reports, information, or data given to or prepared by the firm under contract shall be made available to any individual or organization by the firm without the prior approval of the Town.
- 14.11 Should the selected firm merge or be purchased by another individual or firm, contract continuation would be at the Town's option.
- 14.12 Town is not responsible for any direct or indirect costs incurred by the firm in the preparation of its proposal.
- 14.13 Town is exempt from sales tax and certain other use taxes. Any charges for taxes for which the Town is exempt will be deducted from invoices before payment is made.
- 14.14 The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 14.15 All applicable State of Wisconsin and federal laws, ordinances, licenses and regulations of Town County having jurisdiction shall apply to the award throughout as the case may be, and are incorporated herein by reference.
- 14.16 Town is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees or elected officials. Therefore, we ask all firms to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted towards a Town employee and not available to the general public, regardless of the value.
- 14.17 Once this IFB is issued up until an award is made, firms interested in placing a proposal are prohibited from communicating with any Town personnel or elected Town officials on any aspect of the IFB or need of the Town with respect to the Assessor Services to be acquired under this IFB, unless such communication is authorized by this IFB. Similarly, Town personnel are prohibited from communicating with any potential firms on any aspect of this IFB or the Assessor Services needed or experienced by Town.
- 14.18 The firm certifies that the bid submitted by the firm is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud, or otherwise illegal action.
- 14.19 Proposals that include contractual terms and conditions that do not conform to the terms and conditions of this proposal may be rejected as non-responsive.
- 14.20 All proposal documents are subject to the Wisconsin Public Records Law.
- 14.21 Firms shall maintain statutory worker's compensation benefits, if applicable, and employers' liability insurance with a limit of liability not less than \$100,000 each

accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.

14.22 The firm shall carry comprehensive professional liability insurance with errors and omissions coverage.

**15. Assessor Agreement.** The following is a draft of the Assessor Agreement that will be used as the basis for beginning negotiations.

## **Maintenance Assessment Contract FOR ASSESSMENT SERVICES BETWEEN**

\_\_\_\_\_ and \_\_\_\_\_

**IT IS AGREED BY AND BETWEEN** Town County, Wisconsin, a municipal corporation (hereafter "Town") and \_\_\_\_\_ (hereafter "Assessor") as follows:

### **1. SCOPE OF SERVICES**

1.01 Inspections. The following inspection cycle shall be completed by Assessor or Assessor's authorized representative annually, namely:

- A. Annexed properties, parcels with new construction, and exempt status changes shall be physically inspected, and the electronic property record prepared or updated accordingly.
- B. Properties affected by building removal, fire, significant remodeling, or demolition (those requiring a building permit), or other major condition changes that typically trigger a change in the assessed value shall be physically inspected.
- C. Improved properties under construction over the term of the contract years shall be re-inspected.
- D. All properties with legal description changes and zoning changes shall be reviewed and inspected, if the Town or assessor deem necessary, to ensure an accurate and fair assessment.
- E. Requests for review by property owners, made after the close of the Town Board of Review, and prior to signing the affidavit for the next assessment roll within the term of the contract, shall be physically inspected during the current assessment cycle.
- F. Mobile home statement of monthly parking fee calculations shall be completed, if the Town has an ordinance. Assessor or Assessor's authorized representative shall maintain an electronic copy of the mobile home data for each account on the Manufactured & Mobile Home Valuation Worksheet as prescribed in Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year.
- G. A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forest land and undeveloped land.
- H. Assessor or Assessor's authorized representative shall physically inspect all building construction and remodeling performed annually to maintain the accuracy of the assessment records. Assessor shall maintain the inspection results in an electronic format as provided in Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year.

- 1.02 Parcel Identification. An accurate, full legal description, a copy of or a link to the County or Town digital parcel maps with measurements of each land parcel and a digital sketch of all building improvements shall be contained in the existing property records. Digital parcel maps shall be made for all new records. In the event of a discrepancy, Assessor or Assessor's authorized representative shall investigate and correct the record. Assessor or Assessor's authorized representative shall have access to a computer system that allows for sortability by parcel number and personal property account and complies with Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year.
- 1.03 Record. Assessor or Assessor's authorized representative shall use the appropriate record in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. If the Town uses a computer valuation system, Assessor or Assessor's authorized representative shall provide to the Town, a complete set of electronic property records in a computer readable format compatible with the Town's computer system. Assessor or Assessor's authorized representative shall update the records within fourteen (14) days of final adjournment of the Town Board of Review. Assessor or Assessor's authorized representative shall update the records prior to the open book period and again to reflect any changes made at the Town Board of Review. Assessor or Assessor's authorized representative shall maintain and provide the personal property and real estate property records in the format prescribed in Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Town business requirements as prescribed under sec. 70.09(3)(c), Wis. Stats.
- 1.04 Open Book Conference. Upon completion of Assessor's review of assessments and prior to completion of the assessment rolls, Assessor or Assessor's authorized representative shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. Assessor or Assessor's authorized representative shall send notice to each property owner of any change in assessment. The notice form used shall be that prescribed by the Wisconsin Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen (15) days prior to the first day of the conferences. Assessor or Assessor's authorized representative shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present for at least two (2) hours. Assessor or Assessor's authorized representative shall verify that statutorily required instructional materials are available at the open book conference. Assessor or Assessor's authorized representative shall arrange and provide the personal property and real estate roll for viewing by the public as prescribed in Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Town business requirements as prescribed under sec. 70.09(3)(c), Wis. Stats.
- 1.05 Assessment Roll and Reports. Assessor or Assessor's authorized representative shall be responsible for the proper completion of the assessment roll in accordance with Chapter 70 of the Wisconsin Statutes and the *Wisconsin Property Assessment Manual*, as amended each year. Roll transmittal and reception must be made and maintained in accordance with Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and follow any County or Town prescribed business formats as provided under sec. 70.09(3)(c), Wis. Stats. Assessor or Assessor's authorized representative shall provide the final assessment figures for each property to the Town, and the Roll shall be totaled to an exact balance. Assessor shall prepare and electronically submit the Town Assessment Report (MAR), all TID Reports (TAR), all Exempt Computer Reports (ECR) by the 2<sup>nd</sup> Monday in June filing deadline, and the Annual Assessment Report (AAR) 30 days after the close of the annual Board of Review to the Wisconsin Department of Revenue (DOR) via the prescribed electronic submittal format listed on the DOR website. Assessor shall prepare and submit the Agricultural Land Conversion Charge form to the County as required.
- 1.06 Board of Review Attendance. Assessor or Assessor's authorized representative shall be



present at the first meeting of the Town Board of Review as prescribed under sec. 70.47(3)(ag), Wis. Stats. Assessor or Assessor's authorized representative shall attend all hearings of the Town Board of Review to explain and defend the assessed value and be prepared to testify under oath in regard to the values determined. Assessor or Assessor's authorized representative shall attend other meetings of the Town Board of Review, only if specifically requested to do so by the Town. In the event of appeal to the Wisconsin Department of Revenue or a Circuit Court, Assessor or Assessor's authorized representative shall be available upon request of the Town to furnish testimony in defense of the values determined. Assessor or Assessor's authorized representative shall arrange and provide the Personal Property and Real Estate Assessment Roll for viewing by the public as prescribed in Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Town business requirements as prescribed under sec. 70.09(3)(c), Wis. Stats.

1.07 Personal Property Assessments. In accordance with the *Wisconsin Property Assessment Manual*, the Assessor or Assessor's authorized representative shall distribute annual Personal Property Statements to all businesses known or newly discovered to be operating in the Town, and by the first day of May each year, review the Statements and follow up with unfiled or incorrect statements. Assessor shall determine the appropriate assessment. Assessor or Assessor's authorized representative shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class. Assessor or Assessor's authorized representative shall maintain the Personal Property Roll in a format compliant with Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Town business requirements as prescribed under sec. 70.09(3)(c), Wis. Stats.

1.08 Public Requests and Availability

A. Assessor or Assessor's authorized representative shall timely respond to all open records requests received by Assessor. In so doing, Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including but not limited to sec. 70.35(3), Wis. Stats., regarding the personal property return, sec. 70.47(7)(af), Wis. Stats., regarding income and expense information, and sec. 77.265, Wis. Stats., regarding the real estate transfer return. Assessor or Assessor's authorized representative shall maintain a local or toll free telephone service with a 24-hour answering machine to receive calls from the Town or property owners. Assessor or Assessor's authorized representative shall timely respond to all telephone inquiries or issues within four (4) business days, whether said inquiry or issue is made directly to Assessor by a property owner or said inquiry or issue is raised to the Town, the Town Clerk or the Town Board of Review and subsequently passed to Assessor. Assessor or Assessor's authorized representative shall timely communicate to the Town any open records inquiries or issues raised by a property owner directly to Assessor which may require additional follow-up by the Town.

B. Upon request by the Town and at any time during this Agreement, Assessor or Assessor's authorized representative shall allow access and make available to the Town the following items at no cost: (a) any property records, maps, and other schedules and forms created for the performance of assessment work for the Town, (b) all records and material obtained from the Town and not previously returned to include maps, plans, and Assessor's records, (c) material specifically obtained and/or used for performance of assessment work for the Town, to include correspondence with property owners, sales data, and operating statements of income property, and (d) any exportable text files of the data created for the performance of assessment work for the Town.

C. The Town shall allow access and make available to Assessor or Assessor's authorized representative certain Town records relevant to Assessor's duties under this

Agreement including, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the Town at no cost. The Town shall maintain the personal property and real estate roll in a viewable format as prescribed in Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Town business requirements as prescribed under sec. 70.09(3)(c), Wis. Stats.

- 1.09 Internet Access. Assessor or Assessor's authorized representative shall display the assessment records on the Town's website, or if already available, Assessor's free access website. (*Parties may strike this option upon mutual agreement.*)

## **2. GENERAL REQUIREMENTS**

- 2.01 Conformance to Statutes. All work of Assessor or Assessor's authorized representative shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue and the Town. Assessor or Assessor's authorized representative shall value all agricultural land at its use value, adjusted to the overall level of assessment. All Agricultural forest and undeveloped land shall be assessed at 50% of its full value, and adjusted to the level of assessment.
- 2.02 Oath of Office. Assessor shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. If Assessor is a corporation, limited liability company or partnership, the person designated as responsible for the assessment duties shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to sec. 19.01, Wis. Stats., and filed with the Town Clerk prior to commencing duties. Under Wisconsin law, the statutory Assessor for the Town, whether contracted or on-staff is considered to be a public officer of the Town.
- 2.03 Qualifications and conduct of personnel. Assessor shall provide at Assessor's own expense any personnel necessary and shall comply with the following:
- A. All personnel providing services shall be currently certified in compliance with secs. 70.05, 70.055 and 73.09, Wis. Stats., and the administrative rules prescribed by the Wisconsin Department of Revenue.
  - B. If Assessor is a corporation, limited liability company or partnership, Assessor shall submit to the Town a resume containing the name, address, education and prior experience of each employee anticipated to provide assessing services to the Town. Employees of Assessor who are later hired or were not anticipated to provide such services at the time of this Agreement, shall submit appropriate information for approval of the Town before field inspection work is started by the employee.
  - C. All employees, agents, or representatives of Assessor shall conduct themselves in a safe, sober, courteous and workmanlike manner while performing services for the Town.
  - D. Assessor shall review any complaint relative to the conduct of Assessor's employees and take appropriate corrective action. If the Town deems the performance of any of Assessor's employees, agents, or representatives unsatisfactory, Assessor shall, for good cause, remove such employees, agents, or representatives from work upon written request by the Town, such request stating reasons for removal.
  - E. Assessor shall supply all of Assessor's field representatives with identification cards, including the name, company, telephone number and photograph of the employee.

- F. In connection with the performance of work under this Agreement, Assessor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in sec. 51.01(5)(a), Wis. Stats. or national origin. This provision shall include, but is not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Assessor agrees to post in a conspicuous place available for employees and applications for employment notices to be provided by the contracting officer setting forth provisions of the nondiscrimination clause.

2.04 Ownership of records

- A. Each contract year, within fourteen (14) days of the final adjournment of the Board of Review, Assessor shall transfer to the Town any and all records prepared or maintained in accordance with the standards of Chapter 5 of the *Wisconsin Property Assessment Manual*, as amended each year, and any and all records prepared or maintained in connection with the assessments made for the Town.
- B. Assessor must provide all of the assessment data to the Town Clerk within thirty (30) days of vacating the office of assessor or at the final adjournment of the Board of Review, whichever is later.
- C. Assessor must turn over all assessment records, paper and electronic, in Assessor's custody to the Town within thirty (30) days of vacating the office of assessor or at the final adjournment of the Board of Review, whichever is later.
- D. Upon conversion of the paper records to an electronic form, as part of the contract, Assessor shall not destroy the original paper record; rather Assessor shall return the original paper record to the Town. As of the close of the 2013 Assessment Roll by the Town Board of Review, all assessment records are required to be stored in an electronic format. Maintaining electronic assessment data does not relieve Assessor from the responsibility of being able to provide the Town with a paper copy of each property record upon request.
- E. The Town owns any and all assessment data regardless of the terms of the licensing of the software. All assessment data, such as parcel attributes, sketches, and photographs, must be stored in an electronic format. Assessor is responsible for extracting raw data in the public domain if contained in a copyrighted software database. Assessor shall not charge or transfer to the Town any associated third-party vendor costs for the transfer of the electronically stored data to the Town. Electronic data created in other systems must be maintained transferred and reside in the original format.

2.05 Status, change of ownership or operations. Assessor acknowledges and agrees:

- A. The Assessor shall be considered a public officer and afforded the protection from civil liability under sec. 895.46(1), Wis. Stats. for carrying out duties as an officer of the Town. Assessor is an independent contractor to the Town, and that Assessor's business is independently owned and operated and that nothing in this Agreement shall be interpreted to cause or result in, directly or indirectly, any principal-agent or employer-employee relationship between Assessor and the Town and that nothing in this Agreement shall in any way be construed as an agreement of partnership, general or limited, joint venture, or as an agency relationship whatsoever between Assessor and the Town. Assessor shall not represent or advertise in any way that Assessor's relationship with the Town is other than stated herein.

- B. Assessor shall not assign, transfer, convey, or sub-contract all or any part of any rights or obligations under this Agreement without the prior written consent of the Town, which consent shall be at the sole discretion of the Town.
- C. Assessor shall notify the Town within five (5) days of any change in majority ownership or chief operating officer.

2.06 Assessor provided insurance. Assessor agrees as follows:

- A. Assessor shall obtain and maintain during the term of this Agreement full coverage insurance, with the Town as a named insured, which insurance shall include: (a) workers compensation in compliance with Wisconsin State laws, (b) comprehensive general and public liability coverage, and (c) comprehensive automobile liability and property damage with coverage to include owned, hired, and non-hired motor vehicles used by Assessor with the following minimum limits: Bodily injury \$500,000/person, \$1,000,000/occurrence, and Property damage \$250,000/occurrence.
- B. Prior to commencing services, Assessor shall provide the Town with certificates for all required insurance, with the Town as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Town. Assessor shall timely pay all insurance premiums.

2.07 Town provided insurance. The Town shall carry proper and sufficient insurance to cover loss of records.

**3. TERM AND TERMINATION**

- 3.01 Term. The term of this Agreement shall be from January 1, 2022 to December 31, 2026 (the "Completion Date"). Assessor shall have completed all work under this Agreement, except for appearing at the Town Board of Review and any subsequent appearances as per this Agreement, on or before the Completion Date. The Agreement shall automatically renew for one year periods unless written notice of cancellation is provided by Town to Assessor not less than sixty (60) days prior to the Completion Date. In no event shall this Agreement be extended beyond December 31, 2026.
- 3.02 Termination. Either party may terminate this Agreement for cause, cause being defined as a default by the other party under the terms of this Agreement upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Town all records and materials in Assessor's possession used or created during this Agreement. During the 60-day period, both Assessor and the Town shall act in good faith with each other and cooperate in the orderly transfer of records.
- 3.03 Renewal or Extension. This Agreement may be renewed or extended only by mutual written consent by Assessor and the Town.

**4. CONTRACT AWARD AMOUNT AND PAYMENT SCHEDULE**

- 4.01 Town shall pay Assessor an amount not to exceed \$\_\_\_\_\_.
- 4.02 Unless otherwise requested, Town shall pay the successful firm once every three months in an amount equivalent to one-quarter of the annual amount specified in the successful firm's bid. Actual payment shall be made within ten business days of the following:
  - A. Receipt of the firm's quarterly invoice; and
  - B. Acceptance of the invoice by Town.

**5. REIMBURSEMENT OF EXPENSES**. The Contract Award amount shall be all inclusive. Town will not reimburse for maps, photos, mailing notices, additional meetings and presentations, or any other costs incurred by Assessor.

- 6. APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.** Assessor agrees to pay all wages, federal and state taxes, occupational license taxes, benefits (including unemployment, disability, social security, and old age) and any other payment which an employer is normally obligated to pay on behalf of its own employees, and Assessor hereby agrees to indemnify and hold Town harmless for any claim against Town for payment thereof. Assessor will comply with all applicable federal, state, or local laws in the performance of Assessor's responsibilities under this Agreement.
- 7. OPEN RECORDS.** Assessor acknowledges that Town is subject to the open records laws of the State of Wisconsin.
- 8. PROFESSIONAL LIABILITY INSURANCE.** Assessor shall carry professional liability insurance with errors and omissions coverage at all times.
- 9. CONFIDENTIALITY**
  - 9.01 Assessor acknowledges that all information, data, records and documents (whether in paper or electronic format) disclosed by Town to Assessor, or which come to Assessor's attention during the course of its performance under this Agreement, which has been deemed "Confidential Information" by the Town shall be treated as confidential. Assessor agrees to not disclose the Confidential Information, either directly or indirectly, to any person, entity or affiliate unless (a) required to do so by legal process of law; or (b) to perform its services in accordance with this Agreement. If required to disclose the Confidential Information by legal process, Assessor shall provide Town with prompt notice of any legal proceedings that may entail disclosure of "Confidential Information"
  - 9.02 Assessor shall limit dissemination of the "Confidential Information" to its own employees possessing a need to know such Confidential Information.
  - 9.03 Assessor agrees to utilize industry standard practices to protect access to the "Confidential Information".
  - 9.04 The provisions of this section shall survive expiration or termination of the Agreement.
- 10. NON-DISCRIMINATION.** In connection with the performance of work under the Agreement, Assessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, marital status, physical condition, developmental disability as defined in § 51.01(5), Wisconsin Statutes, sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, Assessor agrees to take affirmative action to ensure equal employment opportunities.
- 11. INDEPENDENT CONTRACTOR.** The Assessor shall, in all matters relating to this Contract, be acting as an independent Assessor. The Assessor, his employees and subcontractors, are not employees of the Town under the meaning or application of any Federal or State Unemployment Insurance Laws, or other Social Security Law or any Workmen's Compensation Law, Industrial Law or otherwise. Assessor shall assume and pay all liabilities and perform all obligations imposed by any such laws with respect to the performance of this Agreement. The Assessor shall not have any right, power or authority to create any obligation, express or implied, on behalf of Town without the express, written permission of the Town.
- 12. MISCELLANEOUS**
  - 12.01 All headings, captions and titles are for convenience and reference only and have no meaning in the interpretation or effect of this Agreement.
  - 12.02 The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.
  - 12.03 No representations, warranties or certifications, express or implied, shall exist as between the

parties, except as specifically stated in this Agreement.

- 12.04 None of the terms, conditions or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than Town or Assessor receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- 12.05 The parties shall only amend this Agreement in writing with the proper official signatures attached thereto.
- 12.06 No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.
- 12.07 This Agreement may be signed in counterparts, all of which shall be deemed originals, and all of which together shall constitute one and the same instrument.
- 12.08 Assessor and Town agree that facsimile transmissions of executed documents in connection with this transaction, including this Agreement, shall be binding upon the parties with the same force and effect as original signatures on a final document.
- 13. SUPERSEDING EFFECT.** This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed by the Assessor and the compensation to be paid by the Town.
- 14. ASSIGNMENT AND SUBCONTRACTING.** This Agreement or any payments hereunder shall not be assigned without the prior written consent of the Town. The Assessor shall not subcontract any substantial portion of the work hereunder without the prior written consent of Town.
- 15. INDEMNITY TO TOWN.** The Assessor shall save and hold Town harmless from and against all suits or claims that may be based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of this Agreement, whether such claims shall be made by an employee of the Assessor, or by any other person. The Assessor shall, at its own cost and expense, pay all costs incurred by the Town in connection therewith. If any judgment shall be rendered against Town in any such action, the Assessor shall satisfy and discharge the same without cost or expense to the Town. However, this indemnity shall not apply to claims, actions or suits resulting from the Town's negligence.
- 16. DOCUMENTS INCORPORATED BY REFERENCE.** The following documents are hereby incorporated by reference and made a part of this Agreement:
- 16.01 Town IFB No. 2021-03 dated August 4, 2021; and
- 16.02 Assessor's proposal dated \_\_\_\_\_.
- 17. CONFLICTING TERMS.** Unless otherwise stated in writing, if any provisions, terms, language, or conditions of this Agreement conflict with one another, the order of documents and their respective provisions, terms, language, or conditions, shall take precedence as follows: (a) this Agreement; (b) Town IFB No. 2015-04; (c) Assessor's proposal dated \_\_\_\_\_.
- 18. PERFORMANCE OF AGREEMENT.** This Agreement shall be performed by Assessor in a manner satisfactory and acceptable to the Town, who shall be the sole judge of quality of performance.
- 19. RIGHT TO TERMINATE.** Town reserves the right to cancel any agreement at any time upon ninety (90) days prior written notice of its intent to terminate any agreement. The designated firm shall provide Town at least one hundred eighty (180) days prior written notice of its intent to terminate any agreement. Upon final payment, Assessor shall provide Town with all work materials produced or related to the services.
- 20. GOVERNING LAW.** It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Wisconsin as to substance, interpretation and performance.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021.

**[NAME OF CONSULTANT/FIRM]**

\_\_\_\_\_  
Printed Name and Title

FEIN: \_\_\_\_\_

**TOWN OF MENOMINEE**

\_\_\_\_\_  
Elizabeth Moses, Chairperson  
Menominee Town Board of Supervisors