

**REQUEST FOR PROPOSALS
REVALUATION SERVICES
TOWN OF NORTHPORT, MAINE**

All questions and proposals shall be addressed to:
James Kossuth, Town Administrator
Northport Town Office
16 Beech Hill Road
Northport, ME 04849
(207) 338-3819x6
administrator@northportmaine.org

All bids shall be in writing and placed within a sealed envelope marked “Town of Northport Revaluation Services Bid” and mailed or delivered to the Northport Town Office. Five copies of the proposals are requested.

Proposals must be received at the Northport Town Office by 12:00 noon on Friday, February 9, 2024. The proposals will be opened at the Select Board meeting on Monday, February 12, 2024, after 6:15pm.

All information pertaining to the contractor’s technical and managerial approach to completing this project, as well as the proposed price and timetable, shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the Request for Proposal to be considered responsive.

The Town of Northport reserves the right to amend this Request for Proposals for Revaluation Services, and the other services described, at any time prior to the deadline for submission for proposals, and to reject any or all proposals received if it determines it to be in its best interest to do so.

The Town currently utilizes the TRIO Real Estate software system but does NOT currently have the full assessing package.

In addition to addressing each item in the specifications, the bidder must submit, as part of its proposal, the following information:

- A. Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the contractor and stating that the offer is valid until April 1, 2024. (The offer and acceptance are subject to the required funding being approved by the Town.)
- B. Reference lists.
- C. Resume(s) of key personnel and their responsibility on the project.
- D. List of revaluation contracts for which the contractor is currently committed.
- E. List of municipalities for which the Contractor has completed revaluation programs in the past five (5) years.
- F. Description of the contractor’s public relations program that would be used during the revaluation process.
- G. Schedule filled out according to contract specifications listed below.
- H. Staged fee payment arrangement according to the contract specifications.
- I. Rate per parcel for any additional property above the current number identified in the Contract Specifications.
- J. Completed proposal form as provided.

CONTRACT SPECIFICATIONS

1. SCOPE OF THE REVALUATION PROJECT:

- 1) The revaluation project requires the complete revaluation of all tangible taxable and exempt real and personal property located within the corporate limits of the Town of Northport, Maine.
- 2) The contractor shall furnish all labor, materials, supplies and equipment, and shall perform all work for the project in strict conformity with these contract specifications.
- 3) The scope of the project shall be subject to approval by the Town. The Board of Assessors shall have final

approval of personnel, forms, records, and materials utilized in the Project. The Project shall conform to the Standards and Qualifications defined in Rules of the Maine Revenue Service.

- 4) The values to be determined shall be just value (market value) as these terms are defined in Maine Statutes and Maine Supreme Court decisions. Basis of valuation shall be recognized methods of appraising real property, as defined by the Appraisal Institute and International Association of Assessing Officers (IAAO), and as set forth in the Uniform Standards of Professional Appraisal Practice promulgated by the Appraisal Standards Board of the Appraisal Foundation.
- 5) The Project shall include the valuation of all taxable real property, including land, buildings, and all other types and classes of land improvements in the Town.
- 6) All tax-exempt property with decisions regarding the exempt status of such property shall be made by the Board of Assessors.
- 7) The complete appraisal and revaluation of all taxable and exempt real property located within the corporate limits of the Town of Northport for the Assessment Date of **April 1, 2026**.
- 8) Pertinent Town Data:
 - a) The last revaluation was completed in 2003.
 - b) The estimated population as of the 2020 census is 1,550.
 - c) The total area within the Town's corporate boundaries is 34.99 square miles, of which 23.78 square miles is land and 11.21 square miles is water.
 - d) The approximate number of land parcels as of April 1, 2023 is as follows: Taxable and Tax-Exempt parcels: 1656 parcels.
 - e) The number of personal property accounts as of April 1, 2023 is 36.

GENERAL CONDITIONS

2. PROJECT AWARD

- 1) The Town of Northport reserves the right to waive formalities and technicalities; to accept or reject all or any part of each bid proposal; to negotiate a revised Scope of Services and/or fee; and to accept that proposal which the Town, in its sole, exclusive judgment, deems to be in the best interest of the Town. Proposal price shall be a consideration, but lowest dollar cost proposal shall not be the sole criterion to be considered. The Town will evaluate each proposal based on the documentation requested herein, and proposals will be scored using criteria that include, but are not necessarily limited to, the following:
 - A. Experience providing residential, commercial and industrial revaluation services in Maine
 - B. Ability to complete the scope of work by July 1, 2026
 - C. Experience working with TRIO software
 - D. Price
 - E. The written proposal
 - F. Quality and experience of the bidder's personnel
 - G. The nature and size of the bidder
 - H. Client references
 - I. An oral presentation (if requested)
 - J. The quality of similar projects performed by the bidder in the past.
- 2) Certifications: Each bidder must hold a written certification by the Maine Department of Revenue Services from the time of submission of the proposal issued through the satisfactory completion of all work required herein.
- 3) Personnel: The Contractor shall provide experienced and qualified personnel employed by it in accordance with the Equal Employment Opportunity provisions of Federal and State governments. Any personnel assigned to the Project shall be removed from this Project by the Contractor upon written request of the Town.

- 4) Office Space, Hours, and Staffing: The Town shall furnish to the Contractor sufficient office space, office furniture, access to internet, telephones, and copier and scanner equipment necessary to carry out the terms of this Contract. The Contractor shall be responsible for all associated copier charges and expenses. The Contractor shall notify the Town of the names of the Contractor’s representatives, supervisor and staff that will be working on the Project.
- 5) Minimum Qualifications: The Contractor shall employ qualified personnel to perform the work required in this Project. Personnel shall, at a minimum, possess the minimum qualifications and professional designations established by the Maine Revenue Service, i.e., Certified Maine Assessor (CMA)
- 6) Identification: All Contractor personnel shall carry suitable ID cards, including an up-to-date photograph, supplied by the Contractor and signed by the Town Administrator.
- 7) All automobiles used by the field personnel shall be registered with the Maine State Police and the Waldo County Sheriff’s Office giving license number, make, model, year and color of the vehicle.
- 8) Conflict of Interest: No resident or Town employee, or any immediate family member of any Town employee, shall be employed by the Contractor on this project without express written consent of the Board of Assessors.

3. PROTECTION OF THE TOWN

- 1) Bonding: The Contractor shall, to secure the faithful performance by the Contractor of the terms of the Contract, furnish to the Town of Northport a Performance Surety Bond within fifteen (15) days of the execution of the Contract, in the amount of the Contract, which bond shall be issued by an admitted bonding company licensed to do such business in the state of Maine within an A.M. Best Company rating of “A+” or better. Said bond shall be delivered to the Town of Northport prior to the commencement of actual work and shall be in a form satisfactory to and approved by the Town. This bond shall secure performance of all the Contractor’s obligations under the contract including the Contractor’s obligation to address abatement applications for the 2026 Tax Commitment under Section 12(4) of this Request for Proposals.
- 2) Indemnification and Insurance: The Contractor agrees to defend and indemnify the Town against claims for bodily injury, accidental death, and property damage, which may arise during the contractor’s performance of the contract, and in all other respects, to hold the Town harmless from both inadvertent and negligent acts of the contractor, its employees and agents.
- 3) The contractor shall maintain automobile liability insurance and workmen’s compensation insurance for all personnel for the duration of this Project.
- 4) Failure of the contractor to complete all work prior to **July 1, 2026** shall be cause for a payment of liquidated damages by the contractor to the Town according to the following schedule:

1 to 10 working days.....	\$100 per day
11 to 20 working days.....	\$200 per day
Over 20 working days.....	\$500 per day

“Working day” includes Monday through Friday, but excludes holidays when the Town Office is closed.

For the purpose of identifying such payments as liquidated damages only, completion of all work is defined to include:

- a) Completed data collection cards with all measurements and listings.
- b) Complete review documents
- c) Complete hearings and hearing corrections
- d) Complete sales ratio analysis.
- e) Completed final valuations and total work product tested, reviewed, and delivered.

- f) Real Estate Data loaded into TRIO and fully operational
- g) Cards printed and delivered to the Town Office
- h) Updating the maps
- i) Liquidated damages, if applied, shall be deducted from the contract price to the extent there is sufficient undisbursed funds remaining in the Contract, exclusive of the retainage, otherwise they will be paid by the contractor from other sources.

4. COMPLETION DATE AND TIME SCHEDULE:

1) Time Schedule:

- a) Proposals are due at the Northport Town Office by noon on Friday, February 9, 2024.
- b) The proposals will be opened at the Select Board meeting on Monday, February 12, 2024, after 6:15pm.
- c) All corrected and finalized appraisal cards shall be completed and turned over to the Town no later than April 1, 2026 with updating any remaining building permits that happened after the original assessment to be turned in by April 30, 2026.
- d) All data contained on the appraisal cards, and in the TRIO Real Estate system shall reflect an assessment date of April 1, 2026.

2) Payment Schedule:

- a) Payments shall be made in the following manner: Thirty (30) days after notice to proceed, and thereafter within ten (10) days of the end of each succeeding month, the Contractor shall forward to the Town an invoice of work completed during the preceding month. Such invoice will itemize and accurately indicate the extent and nature of the work performed by volume, street, and category or in any other manner required by the Town. All monthly progress reports and work completed will be subject to the review and approval of the Town. Payment shall be within 30 days of the invoice date.
- b) Upon the Town's determination that the invoice accurately portrays the work performed during the previous month, a percentage payment, representing ninety percent (90%) of the proportion of the total work completed for that month shall be paid to the Contractor.
- c) Ten percent (10%) of the total Contract amount shall be withheld until such time as the Board of Assessors determines that the Contractor has performed fully and satisfactorily all its obligations and requirements under the contract.

5. RECORDS

- 1) General Provisions: The Contractor shall provide all appraisal cards, computer supplies, office supplies, equipment, forms and literature.
- 2) Records are Town Property: The original or a copy of any record or computation, including machine readable databases, made by the Contractor in connection with any appraisal of property in the Town shall at all times be the property of the Town and upon completion of the Project or termination of the Contract by the Town, shall be left in good order in custody of the Town.
- 3) Assessor's Records: The Contractor shall use a system approved by the Town for the accurate accounting of all records and maps, which may be taken from the files of the Assessor's Office in connection with appraisal work. All such records and maps shall be returned immediately. None of the Assessors' records shall be taken outside the corporate limits of the Town without prior permission of the Town.
- 4) Appraisal Cards: The Contractor will provide 8-1/2"x11" field record cards for its work which will set forth, in a form satisfactory to the Board of Assessors, space for all information in connection with the construction, age, condition, and depreciation, an outline sketch, dimensions, pricing data, photograph, and other pertinent information relative to the buildings and land valuation. These cards will be compatible with the TRIO assessing system.

- 5) All property record cards will be completed in pencil or computer generated format, except the owner's name, property address and legal reference, which will be either typed, computer printed, or on a computer generated label.
- 6) The completed property record cards shall be indexed and filed by map and lot numbers.
- 7) The Contractor shall provide a digital photograph of all significant structures on each property (i.e., those structures requiring a building permit) and an indexed digital record of such photographs. The Contractor will upload the photographs to TRIO.
- 8) The Contractor shall provide, in addition to the property cards required herein, a sufficient supply of blank property field cards in a form approved by the Board of Assessors for use by the Town in future years.
- 9) Assessment notices: At the close of the revaluation, a notice shall be sent, at the Contractor's expense by first class mail, to each owner of record, setting forth the valuation that has been placed upon the property identified in the notice. The Contractor will provide the needed information for the notice. Also enclosed will be a letter specifying the dates, times and location of the informal public hearings. Such notices and letter shall be subject to approval by the Town and shall include the appeal procedure.
- 10) Informal Public Hearings: At a time mutually agreeable to the Town and the Contractor, the Contractor shall hold public hearings so the owners of property, or their legal representatives, may appear at specified times to discuss with qualified members of the Contractor's staff the assessed valuations of their property. The Contractor's personnel shall explain the manner and methods of arriving at the value. The Contractor, in conjunction with the Town, shall schedule enough hearings to handle all taxpayer inquires expeditiously and as pertains to the assessment of their property. Any information offered by the taxpayers shall be given consideration and adjustments shall be made when warranted. After the hearings, the Contractor shall be responsible for sending a notice to each taxpayer or his or her representative who appeared at a hearing seeking a review of assessment. Such notice shall include the adjusted assessment or a statement that no change is warranted.
- 11) Information: Throughout the appraisal process, the Contractor shall satisfy all requests made by the Town for information as to the Contractor's planned work schedule for the Project, personnel employed on the Project, appraisal methods and procedures utilized and the status of the work. Written monthly status reports are required throughout the duration of the project.
- 12) Grading System & Construction Specifications: The Contractor shall submit the grading system and specifications of construction for the various grades, which will be used on this project to the Board of Assessors or their designee for approval.

6. COST SCHEDULES

- 1) The Contractor shall prepare cost schedules for usage in the program as hereinafter specified. Said schedules will reflect the square foot cost method based upon the square foot area of buildings as applicable.
- 2) These schedules shall be used in computing the replacement cost in the Town for all residential and commercial construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead profit, engineer and architect fees and all other direct and indirect costs of the construction. Before final acceptance, they shall be documented and proven by testing against known sales. All finalized schedules shall be approved by the Town before adoption and usage by the Contractor.
- 3) The price schedules shall be installed on the TRIO municipal software system.
- 4) All documentation utilized in the investigation of local costs, labor costs, labor rates, material costs, depreciation rates, etc., utilized to compile the cost schedules shall become the property of the Town.

- 5) All income property shall be capitalized as a check against replacement value and a measure of depreciation. The Contractor shall obtain income/expense information from commercial properties, which will be used in determining the value of the property as it relates to the income method of valuation.
- 6) A market data study shall be conducted for the Town including, but not limited to:
 - a. A land value analysis using current and two (2) years' prior sales.
 - b. A developed parcel analysis using current and two (2) years' prior sales.
- 7) Using the market data study the Contractor shall develop cost schedules, land pricing schedules, and depreciation schedules.
- 8) The cost schedules to be developed by the Contractor shall provide for all types of real and personal property appraised and the schedules and supporting data shall be presented to the Assessors' Agent.
- 9) The land schedules to be developed by the Contractor may use front foot, square foot, or acreage units. Appropriate supplementary tables will be provided in accordance with accepted assessing practice to cover such factors as excess depth, excess frontage, excess acreage, irregular lot shapes, and undeveloped lots.
- 10) The Contractor shall prepare a loose-leaf assessment manual for the approval of the Board of Assessors, which contains the above referenced cost schedules, procedures and standards, as well as classification for all types of land and all types of buildings, for the continuing control of equalized property assessments in subsequent years.

7. APPRAISAL SPECIFICATIONS

- 1) Appraisal of Land: The Contractor shall appraise all residential, commercial, agricultural, special use and exempt and non-taxable land within the Town. The Town shall provide maps, including wetlands maps, and the Town shall make information available regarding variances and special exceptions granted by the Town.
- 2) Land Inspection: The Contractor shall be responsible to be familiar with each plot or lot, noting topographical irregularities, wetlands, soil conditions, shape or any other factors, which may affect the use or value of the property.
- 3) Land Value Study: Land value shall be determined based on current use.
- 4) A vacant land sales data shall be analyzed on all sales occurring during the two (2) years prior to April 1, 2024.
- 5) Improved property sales data shall be analyzed on sales occurring during the two (2) year period prior to April 1, 2024, to determine relative land value by the Abstraction Method.
- 6) The analysis and application of sales data shall be governed by procedures and techniques approved by the Town.
- 7) The Contractor shall consult owners, real estate agents, banks, appraisers and other sources for information relative to land values in the Town.
- 8) The Contractor shall consider factors affecting land value, such as location, zoning, available utilities, size, shape, view, improved/unimproved, special exceptions or zoning variances, non-conforming uses, flood plains, special purpose uses, and form of ownership.
- 9) All factors affecting value and valuation computations, including but not limited to those listed above, shall be entered on the master file and the appraisal cards.
- 10) Land Value Unit: The Town, in consultation with the Contractor, shall determine what type of land value unit shall be used for the various types of property and various locations. The front foot, square foot, acreage, fractional acreage and per lot units shall be considered.

- 11) Land Value Map: The Contractor shall delineate the land value units on all streets and acreage in the Town on a suitable map to be provided by the Town. The land value map shall be returned to the Town prior to the completion of the Revaluation Project.
- 12) Neighborhood Delineation: After consideration of the environmental, economic and social characteristics of the Town, the Contractor shall, with the cooperation and approval of the Town, delineate “neighborhood” units within the Town. Each neighborhood unit will exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code, which will be used for valuation. These neighborhood numbers shall be recorded and maintained on street cards, Town maps and the computer database.

8. APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES

- 1) All residential buildings shall be photographed, inspected, classified, priced and reviewed to include the listing of physical construction details of all residential buildings and structures and all structural improvements appurtenant to residential property in the Town on proper forms as previously covered in these specifications. The measurements shall be to the nearest foot.
- 2) Interior Inspection: The Contractor shall make a careful inspection of the complete interior of 100% of all properties except for the following conditions:
 - a) Unoccupied buildings
 - b) The owner has refused entry to the property
 - c) Structures that are unsafe
 - d) Inhabitants that appear dangerous or threatening
 - e) No response to the notification letter
 - f) Any other reason which the Town and Contractor agree makes the property inaccessible
 - g) Properties whose owners have not answered Contractor letters requesting an appointment for inspection will also be excluded from the total number of properties in computing the 100% figure.
- 3) The Contractor shall have each interior inspection verified, including the date of inspection, by having an adult owner or resident of each building or dwelling unit sign the field card.
- 4) When entrance to a building for inspection is refused, the Contractor shall make note of the fact and within two (2) working days notify the Town in writing, giving the facts as to the time of the visit and if possible, the name of the party refusing entrance and other pertinent information. The Town shall review the situation and if the Town shall be unable to gain the cooperation of the party involved, the Town shall notify the Contractor to proceed to estimate the value of the building on the basis of facts ascertainable without entry and make adequate notations of the lack of cooperation and the manner of arriving a value, conspicuously on the card.
- 5) The listing card shall indicate the initials of the Contractor and the date of the listing.
- 6) Where necessary, if no contact has been made with the property owner, the Contractor shall make one (1) call back which will either be on a weekday after 5:00 pm or on a Saturday. The time and date at which the call back was made shall be noted on the field record card by the Contractor making such a callback.
- 7) If after two (2) attempts contact was not established with the property owner, a notification letter approved by the Town shall be mailed, notifying the property owner that the representative of the Contractor was not able to make contact. The notice will request that the property owner contact the Contractor by phone to make alternative arrangements for the inspection of the property. Refusals and lack of response to the Contractor’s letter shall not be counted in the category of non-inspected properties.
- 8) Exterior Inspection: The perimeter of all residential buildings and improvements shall be carefully measured. The Contractor is responsible for the accuracy of all exterior information.
 - a) All residential buildings shall be measured to the nearest one foot. Story heights of the various sections and subsections shall be noted on the property card.

- b) An outline sketch, prepared to scale, shall be made for each parcel.
 - c) Photographs of all significant buildings shall be taken for each parcel.
 - d) Physical data of the parcel shall be verified from existing records and recorded at the site.
- 9) Review: All properties shall be reviewed in the field, by the Contractor's personnel qualified as reviewers, as previously prescribed in these specifications. The properties shall be reviewed for classification, final value, and correct listing information and to assure that they are correlated to comparable properties. The Town shall be so notified of the dates of reviewing and be entitled to accompany the reviewers during this phase of the project.
- a) Pricing and Valuations: Pricing and valuations of all land and buildings must reflect the fair market value as of April 1, 2026 and shall be done from and in accordance with the Town's previously approved manuals and schedules.
 - b) The final valuation shall be the market value of the structures plus the market value of the land. In arriving at the market value of the structure's replacement cost less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the appraisal card.
- 10) Sales Analysis: Prior to the data verification phase of this project, a sales analysis program of residential properties shall be performed as a means of determining the schedule levels to be utilized in the project and for substantiating the neighborhood boundaries and groupings established. This analysis shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analysis shall include at a minimum, sales ratios and coefficients of variation or dispersion. Any additional requests for sales ratio studies by the Town shall be performed.

9. CONTROL AND QUALITY CHECKS

- 1) Field Checks: The Town shall conduct spot checks in the field on properties chosen at random by the Town, with or without the assistance or knowledge of the Contractor.
- 2) Building Permits: The Town shall make available to the Contractor, on a timely basis, copies of all building permits issued during the revaluation to allow the inclusion of all new construction, additions and remodeling in the Contractor's appraisals.
- 3) Incomplete Construction: The Contractor shall designate on the master file each property that has incomplete improvements as of April 1, 2026. The final card shall list all improvements, show the percentage of completing of all improvements and reflect the percentage of completion in the valuation as of that date.

10. RESPONSIBILITIES OF THE TOWN

- 1) Nature of Service: It will be clearly understood and agreed that the services rendered by the Contractor are to assist the Town and all decisions as to proper valuations shall rest with the Town.
- 2) Cooperation: The Board of Assessors, the Town and its employees will cooperate with and render all reasonable assistance to the Contractor and its employees.
- 3) The Town Shall Furnish the Following:
 - a) Maps: The Town shall furnish its Tax Maps showing streets, property lines, and parcel identification numbers. Maps shall be turned over within thirty (30) days of the Notice to Proceed.
 - b) Land Dimensions: The Town shall make available lot sizes and total acreages to the Contractor of all pieces of property where the maps or present records fail to disclose measurements or acreage. The Town shall also provide assistance during informal reviews to resolve discrepancies due to land size, boundaries, etc.
 - c) Property Transfers: The Town shall notify the Contractor, on a regular basis, of property splits and transfers occurring after the initial file built by the Contractor. The Contractor shall update appraisal cards and the master file as necessary.

- d) Signing of Communications: The Town shall sign communications to be mailed at the Contractor's expense, for the purpose of contacting a property owner for inspection of the property.
- e) Mailing Address: The Town shall make available through the Assessor's office the current mailing address of all property owners.

11. TRANSMITTAL OF RECORDS TO THE ASSESSOR

- 1) Regular periodic delivery of appraisals in accordance with a schedule agreeable to the Town and the Contractor shall be turned over to the Town for review. All completed and corrected records shall be turned over to the Town by **April 1, 2026**. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were inspected in order that the final appraisal of property shall be appraised as of **April 1, 2026**. All appraisals must be accepted by the Town before the project can be considered complete.
- 2) All information, appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under the provisions of applicable law.
- 3) It is understood and agreed that the reappraisal of properties covered by the contract shall conform to the procedures and technical requirements of the Board of Assessors. At least every two (2) weeks, the Contractor's Project Supervisor shall meet with the Town to discuss the progress and various other details of the Project.

12. GENERAL CONDITIONS

- 1) Cancellation and Material Breach: Should the Contractor fail to fulfill, in a manner deemed timely and satisfactorily to the Town, its obligation under the Contract, or if the Contractor should violate any of the material covenants, conditions or stipulations of the Contract, which failure or violation shall continue and is not cured for thirty (30) days after written notice and description of said failure or violation is provided by the Town and is received by the Contractor, the Town shall have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination; and the Contractor shall remain liable for the breach of the Contract by the Contractor.
- 2) If this termination clause is invoked, the Contractor's agents and employees shall, at the Assessors' direction, vacate the office space provided by the Town in an orderly fashion, leaving behind all records, properly filed and indexed, as well as all other property of the Town, in good condition. Any funds held by the Town under the Contract shall become the property of the Town to the extent necessary to reimburse the Town for its cost in obtaining another contractor and supervising the transition. To the extent that any funds held by the Town under the Contract do not cover the Town's costs to obtain another contractor and to supervise the transition, the Contractor shall be liable to the Town to reimburse the Town for such costs. Termination of the Contract and retention of funds by the Town shall not preclude the Town from bringing an action against the Contractor before an arbitrator requesting damages or exercising any other legal, equitable or contractual rights the Town may possess in the event of the Contractor's failure to perform, including but not limited to recover costs and attorneys' fees.
- 3) Defense of Values: The Contractor agrees that its Chief Appraiser in charge of this Project, or equally qualified individual, shall be present and available at the direction of the Assessors for the period necessary to assist the Assessors in considering complaints and to assist the Assessors in explaining the basis of the revaluation to property owners.
- 4) For all appeals to the Town, the County Commissioners, or the Courts for the 2026 Tax Commitment, the Contractor will work in accordance with the following procedure to address abatement applications for 185 days from the date of commitment:
 - a. Upon the receipt of all abatement requests filed on the 2026 Tax Commitment, qualified personnel will review the applications and make recommendations to the Town on whether the valuation should be modified or remain as is.

- b. If necessary, the Contractor will participate in negotiating sessions with aggrieved applicants during an agreed upon time to settle the dispute.
 - c. If the assessing officials reduce the value of a property as part of the proceedings the Contractor shall still be responsible to support the reduced value.
 - d. If the assessing officials increase any value estimated by the Contractor, the Contractor shall not be responsible for providing a representative to support the adjusted value.
 - e. In the event of any appeal to the courts, the Chief Appraiser in charge of the Project, or equally qualified individual, will be present at the hearings to testify as a witness, to outline the steps taken and give his/her opinion of the value of the property which has been, or is, the subject of the appeal. The Contractor agrees to assume all costs for services rendered by it in connection with any and all hearings, reviews and/or court actions as required under the provisions contained herein provided the filing of such hearing, review and/or court action is commenced within one (1) year after the current commitment date representing the values resulting from the Contract. The Town shall provide a minimum of twenty (20) days' notice to the Contractor to provide such personnel for any hearing.
- 5) Approval by the Town: The Town shall not unreasonably withhold approval of any task or item for which its approval or acceptance is required under the Contract.
- 6) Excusable Delays: In no event shall either party be liable to the other for any delay or failure to perform which is due to any act of God, or actions of civil or military authorities, civil disturbance, wars, strikes, fires, natural catastrophes or other similar causes beyond the control and without the fault or negligence of the party claiming excusable delays.
- 7) Deliverable Products:
- a) All documents, records, data and other material, in manual, mechanized, or electronic form, procured or produced in the performance of the project will be the sole property of the Town at the conclusion of the Project, as determined by the Town.
 - b) The documents, records, data and other materials will include, without limitation:
 - i. Documentation of procedures used throughout the project
 - ii. All training materials and manuals used in any phase of the project.
 - iii. The data collection and valuation manuals which will enable the Town to maintain and update values.
 - iv. Land value maps showing unit values and acreage values where applicable, building location, story height, color and topographical features where applicable.
 - v. Detailed valuation manuals, including tables and formulas to be used in applying the cost, sales, comparison and income approaches to problems.
 - vi. Source information used in the development of cost, sales comparison and income approach schedules, source information for individual property valuations.
 - vii. A property field inspection card (field data source document used by data gatherers) and a final computer generated property record card for each parcel.
 - viii. All manual and computerized reports supporting valuation formulas and values for vacant land and improved properties
 - ix. All sales ratio studies used in the project.
 - x. Field review documents reflecting preliminary values, adjusted preliminary values and any notes relative to informal review actions
 - xi. A report of all informal hearings held with the Contractor's representative, showing the number of hearings, the number of values changed and the number of values unchanged.
- 13) Additional Requirements
- a) The Town reserves the right to specify additional requirements for inclusion in the final agreement with the Contractor.
 - b) References to State Law; Dispute Resolution. All references to State law contained in this document

contemplated in the performance of the services to be provided hereunder shall be the applicable law of the State of Maine. This contract shall be interpreted under the laws of the State of Maine and any dispute(s) arising under this contract will be resolved in the courts of Maine.

14) Severability. If any provision of this Contract is declared invalid or unenforceable, such invalidity or unenforceability will not affect the whole contract; but the whole Contract will be construed as if not containing the provision, and the rights and obligations of the parties will be construed and enforced in accordance with the intent of the parties.

15) Insurance. The Contractor shall not commence work under this contract until all insurance required has been obtained. The Contractor agrees to maintain liability insurance to protect it from personal injury, death or property damage claims which may arise from operations under this contract. The Contractor shall have and maintain Workers' Compensation Insurance for his employees as required by State Law, General Liability Insurance, and Vehicle Liability Insurance during the life of the Contract in the following amounts:

Compensation Insurance:		As required by law
General Liability Insurance:	Bodily Injury	\$400,000
	Property Damage	\$400,000
Vehicle Liability Insurance:	Single Occurrence	\$400,000
Workers' Compensation:	Each Accident	\$500,000.00 (or)

Workers' Compensation State of Maine Approval Predetermination Status

The Contractor shall carry valuable papers insurance on any and all records applicable to the project against the loss or destruction of such records in an amount of not less than the contract price.

The Contractor shall furnish the Town with the required Certificates of Insurance, naming the Town of Northport as Additional Insureds, with a minimum of that amount stated above. **SAID CERTIFICATES OF INSURANCE, IN ADDITION TO THE AMOUNT OF COVERAGE, SHALL CARRY A STATEMENT WORDED AS FOLLOWS:** *In the event of Cancellation or Expiration of any of the foregoing policies, ten (10) days' written notice by the Insurance Company shall be mailed to the Town of Northport.*

The Contractor shall be required to submit to the Certificates of Insurance to the Town before the start of any work.

The Insurance Requirements for the Contractor shall also apply to any and all Subcontractors hired by the Contractor.

The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the Town. The Contractor shall furnish to the Town a certificate of insurance within two weeks of notice to the Contractor of the acceptance of its offer. The failure to provide this certificate will constitute a breach of the Contract and may at the discretion of the Town result in termination of the Contract. The Contractor shall furnish to the Town a copy of an insurance policy within one month of notice to the Contractor of the acceptance of its offer.

The Contractor further agrees to indemnify, assume the defense of, and save harmless the Town, its agents and employees from liability, actions claims or damage for wrongful death, personal injury or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties, and the work performed under this contract. This indemnification extends to all costs and all attorneys' fees incurred by the Municipality.

16) The Town and Contractor shall enter into a formal contract and all papers of the proposal, together with any other documentation required under the proposal, shall be considered as an integral and inseparable part of said contract as if all the contents thereof were copied into said contract.

BID PROPOSAL

This document must be included in the bid package, clearly marked "BID PROPOSAL – PROPERTY REVALUATION"

<u>Service</u>	<u>Total Price</u>
Revaluation of all real property	\$ _____
Internet Services during the revaluation public disclosure period	\$ _____
Any other services available	\$ _____
Additional support (if applicable)	\$ _____

Bids shall include the following information (Indicate with a (X) in the left-hand column that they have been included in your response):

- | X | No. | Item |
|--------------------------|------------|--|
| <input type="checkbox"/> | 1. | Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the contractor. (The offer and acceptance are subject to the required funding being approved by the Town.) |
| <input type="checkbox"/> | 2. | Listing of all municipal revaluations completed during the past five (5) years, including client contact, telephone number. |
| <input type="checkbox"/> | 3. | A list of revaluation contracts for which the contractor is currently committed. |
| <input type="checkbox"/> | 4. | Indication of number of years engaged as a company, corporation, partnership or individual specializing in governmental tax revaluation services. |
| <input type="checkbox"/> | 5. | Name of project supervisor to be assigned to this project, along with his/her resume. |
| <input type="checkbox"/> | 6. | Resume(s) of key personnel and their responsibility on the project. |
| <input type="checkbox"/> | 7. | Description of the contractor's public relations program that would be used during the revaluation process. |
| <input type="checkbox"/> | 8. | Schedule filled out according to contract specifications. |
| <input type="checkbox"/> | 9. | Staged fee payments filled out as listed in Contract Specifications. |
| <input type="checkbox"/> | 10. | Rate per parcel of properties in excess of 100% filled out, as listed in the Contract Specifications. |

SIGNED: _____

DATE _____

PRINTED: _____

COMPANY: _____

PHONE: _____

ADDRESS: _____

EMAIL: _____
