September 28, 2016

To whom it may concern,

The Town of Arrowsic is seeking proposals for a town-wide property revaluation to be completed by April 1, 2018. Accompanying this letter is the Request for Proposal package in the hope that your company may be interested in submitting a bid. Due date for proposals is November 28, 2016.

Basic information about the Town of Arrowsic:

- Population is 427
- The entire island is zoned residential
- Total Acres – 3,506
- Last Revaluation - 2000
- Last value adjustment - 2004
- Taxable value real estate
  - Land - $36,213,700
  - Buildings - $31,756,500
- Real estate accounts – 349
- Dwellings – 302 on 265 parcels
- Homestead exemptions - 172
- Tree growth - 3 parcels (229 acres)
- Open space – 5 parcels (106 acres)
- Mil rate – 0.0128
- State valuation - 75%
- Tax exempt accounts – 34 (1,187 acres)
  - Land value - $2,887,200
  - Building value - $392,900

You can visit www.arrowsic.org if you would like to know more about the town or would like to see our most recent tax maps.

Sincerely,

Michele Gaillard, Suzannah Heard, William Savedoff
Select Board
Attachments
- Request for Proposals for Town-Wide Property Revaluation
- Exhibit A: Contract Specifications
- Exhibit B: Specifications for Cost Approach, Market Approach and Income Approach Modules
- Agreement for Town-Wide Property Revaluation
- Application Form
I. INTRODUCTION

The Town of Arrowsic Maine (hereinafter, the "Town") will receive sealed Proposals from revaluation contractors to conduct a revaluation of all tangible real and exempt property within the Town. It is the Town’s goal to complete this revaluation in time for implementing the April 1, 2018 tax commitment.

All Proposals are to be submitted in sealed envelopes marked "Town-Wide Property Revaluation Proposal" to the Select Board, Town of Arrowsic, 340 Arrowsic Road, Arrowsic, Maine, 04530, by 6:00 p.m. on Monday, November 28, 2016. Any Proposal received after that time shall not be considered. The Proposal must be signed by the Proposer with its full name and address and enclosed in a sealed envelope. Bids will be opened at 6:00 p.m. on Monday, November 28, 2016.

Questions regarding this Request for Proposals should be directed to Suzannah Heard, Select Board Chair, addressed as aforementioned.

Prospective Proposers will have one opportunity to pose questions regarding this Request for Proposal to the Select Board at a public meeting on Monday, October 24 at 6:30 p.m at the Arrowsic Town Hall. Proposers with questions shall either attend said meeting and speak in person or shall submit their questions in writing, hand-delivered or addressed to the Select Board at the above address, so that the questions are received on or before October 23, 2016. A summary of any questions posed and the answers provided thereto will be available from the Town Office on November 1, 2016.

Proposers must submit their Proposals in triplicate. Proposal forms furnished by the Town or copies thereof shall be used, and strict compliance with the requirements of this Request for Proposals is necessary.

The appraisal company shall submit a statement of the qualifications and experience of the company and its principle appraisers and supervisory personnel in appraisal work. Clear statements shall be presented showing a list of all New England clients served during the last five (5) years; the nature of the properties appraised; the average number of persons fully and gainfully employed; financial responsibility; and present work assignments.

Each Proposer is required to state that its Proposal does not involve any conflicts of interest. To this end, the proposal should include:

- the Proposer’s name and place of business and the names of persons or parties interested as principals with it;
- an affirmation that the Proposer has not conferred with any other Proposer regarding the same services and has no interest in such other proposals;
- an affirmation that no person acting for or employed by the Town has a direct or indirect financial interest in the Proposer or in the success of the Proposal.

The successful Proposer shall be required to sign an Agreement substantially similar to the “Agreement” attached hereto.

Before commencing work under the Agreement, the successful Proposer shall produce evidence satisfactory to the Town that it and its subcontractors, if any, have secured public liability, automobile and workers’ compensation insurance coverage (and for professional service contracts, professional liability insurance coverage) as set forth in the attached Agreement. In addition, before signing the Agreement, the successful Proposer shall provide a performance bond and payment bond, each in the full Contract Price, guaranteeing the Proposer’s performance and payment.

Each Proposer must furnish all equipment, material and labor necessary to carry out the provisions of the Agreement and to complete the contemplated work for the consideration set forth in this Request for Proposals. The Town disclaims any and all responsibility for injury to Proposers, their agents or others while examining the work site or at any other time. Proposers are responsible for all of their costs in preparing and submitting proposals hereunder.

II. SCOPE OF SERVICES

The Scope of Services hereunder (hereinafter, the "Services") is described in the Contract Specifications attached hereto as Exhibit A and incorporated herein by reference. All Proposers must provide, as part of their proposal, samples of grading and pricing schedules, including land pricing formulas, necessary for the maintenance of the Town-Wide Property Revaluation, and a reasonable explanation of the correct usage of the schedules aforementioned.

III. GENERAL

The Proposal must include all materials, equipment and labor necessary to perform the Services and must state the name of the person(s) or entity (entities) owning the materials and equipment and/or providing the personnel that forms the basis for its proposal.

All Services to be furnished to the Town shall be performed with equipment, methods and use of personnel in accordance with the pertinent Occupational and Safety and Health Act requirements of the State of Maine and the United States.
IV. ACCEPTANCE/REJECTION

The Town reserves the right to waive any informalities in proposals, to accept any proposal or section(s) of the proposal, to negotiate revised Contract Specifications and the proposed Agreement and/or fee, and to reject any or all proposals, should it be deemed in the best interest of the Town to do so. Any acceptance of the Proposal shall be subject to sufficient funding appropriated at the Town Meeting or Special Town Meeting.

Proposals may be held by the Town for a period not to exceed thirty (30) days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the Proposers prior to the award of a contract.

Suzannah Heard, Michele Gaillard, William Savedoff
Board of Selectmen, Town of Arrowsic

Dated: September 28, 2016
Exhibit A: Contract Specifications

The following shall be the Specifications to be performed in accordance with the Agreement between the Company and the Town of Arrowsic regarding revaluation services:

I. GENERAL

It is the expressed intent that the scope of services to be provided shall include, but not be limited to:

A. The "just value" appraisal of each taxable and tax-exempt property in the Town of Arrowsic, with separately expressed land and building values as well as total property values.

B. Establishing a computerized record-keeping and appraisal system to support the existing TRIO system, with appraisal manuals which will permit the Assessors of the Town to maintain equitable, tangible, real property appraisals.

C. To provide sufficient training of the Assessors and/or the assessors’ assistant in the use of the system and manuals so that they may maintain and use the system.

II. QUALIFICATIONS

A. Company. The appraisal company shall have experience providing Real Estate appraisal services to municipal clients, with preference given to firms that have conducted Real Estate revaluations in New England.

B. Personnel. The services of experienced and competent appraisers, together with all necessary field and office assistance personnel, including clerks and equipment, shall be provided as appropriate to execute all appraisal work as covered in these specifications. No member of the staff employed on this project shall be under legal age (18 years).

The project supervisor shall be a Federally Certified Appraiser and Certified Maine Assessor and have at least five (5) years appraisal experience. Other appraisers to perform substantive work on the revaluation shall have at least three (3) years appraisal experience, and measurers and listers shall have at least one (1) year of appraisal experience.
One measurer and lister trainee may be used on the project for each two experienced measurers and listers used and must be under the direct supervision of a measurer and lister with at least two (2) years of appraisal experience.

One review appraiser trainee may be used on the project under the direct supervision of the project supervisor.

It is expressly understood that a minimum number of review appraisers shall be used on the project and that whenever possible the job supervisor shall be the sole review appraiser.

All field personnel shall carry suitable I.D. cards, which shall include an up-to-date photograph, approved by the Town and signed by the Chair of the Board of Selectmen.

C. The Company may subcontract with specialists for the appraisal of unusual property.

When such subcontract is to be made the qualifications of the subcontractor and detail as for the Company shall be provided and the Assessors must approve the choice of subcontractor in advance of the subcontracted work being performed. All the terms and conditions which apply to the Company in these specifications shall also apply to any subcontractor, engaged by the Company.

The Company shall be wholly responsible for the satisfactory and timely performance of any work subcontracted.

III. PROGRESS AND CONTROL

A. The Company shall formulate a plan for completion of the project which meets with the approval of the Arrowsic Select Board.

Said plan shall include, but not be limited to:

1. Assignment of the project supervisor who shall be the Company representative with regard to the project.

2. The starting date.

3. A schedule of meetings and communications (a) with the Board of Selectmen to make key decisions, monitor progress, and review
results; and (2) with Town property owners to educate them about the process and keep them informed regarding progress and results.

4. A schedule of operations for:

   a. Seasonal property - measuring and listing
   b. Rural property - measuring and listing
   c. Residential property - measuring and listing
   d. Development of Land Pricing Schedules
   e. Development of Cost Schedules
   f. Pricing of land
   g. Pricing of buildings
   h. Informal hearing
   i. Review and adjustment
   j. Review and appraisal
   k. Assessor training

5. Project completion date

B. It is recognized that the plan of operation may require alteration from time to time and the Town shall not unreasonably require strict adherence to the plan; however, any change in starting date or completion date must be requested in writing by the Company and must be approved in writing by the assessor(s).

C. Throughout the appraisal process, the Contractor shall satisfy all requests made by the Assessors for information related 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. Monthly status reports shall be emailed to the Chair of the Board of Selectmen/Assessors throughout the duration of the project.

D. The Assessors shall have the right to request the removal of any person employed on this project for just cause and the Company shall honor such request immediately.

E. The Company shall cooperate in maintaining good public relations throughout the period of the contract. The Company shall provide assistance to the Assessors in conducting a program of public information to include, but not be limited to, meeting with citizens’ groups and the drafting of media released with regard to the purposes of the revaluation, methods used and reports of progress for the purpose of developing understanding of, and support for, the revaluation program.
and sound assessment administration. The Company shall provide visual aids and other media at its disposal to this end.

F. The Company shall complete property record cards, commonly referred to as "Data Collection Cards" filed by the map/lot number, for each property.

The Data Collection Cards will be of stock acceptable to the Town. These cards shall contain all manner of information affecting value, including but not limited to: information as to location of property, classification as to usage, owner(s) of record, applicable exemption(s), source of title, size, shape and physical characteristics of land, with a breakdown of front feet, square feet and acreage, public utilities available, public improvements and zoning designations in effect as of the assessment date. All physical improvements shall be measured giving a listing of all interior and exterior construction details. Quality of construction, age and condition will be shown.

The Company shall also provide a set of cards commonly referred to as "Final Property Record Cards". These cards shall contain all information collected at the property as well as all information necessary to the valuation process. This information shall be computer generated and will include the sketch of the dwelling along with all physical data, replacement cost, depreciations, grade, age, condition and fair market values of the land and buildings. These records shall be filed by map/lot. The cards may be completed after comparing information on the Data Collection Card with the existing data cards in the Town's database. If inconsistencies are found, the Company shall determine the accurate information and make all necessary corrections.

G. Sketches of all buildings shall be reviewed and where appropriate, new sketches generated in the field, drawn to scale with dimensions given on the data collection card or on a separate card.

Final property record cards shall have all sketches printed to scale and shall include photographs.
IV. MARKET DATA STUDIES

The Company will conduct a market data study for the Town which will include, but not be limited to:

A. A land value analysis using current and at least two-year prior land sales in Arrowsic and surrounding towns.

B. A developed parcel analysis using current and at least two-year prior sales in Arrowsic and surrounding towns.

V. RESIDENTIAL PROPERTY APPRAISALS

The basis of the appraisal of residential properties shall be unit costs. Schedules shall consist of unit base prices based on specifications for residential structures of various types of qualities. The schedule shall be suitable for valuation of residential properties of the sizes and types found in the Town. Supplementary schedules shall be provided for valuation of additions, porches, attached and detached garages, carports, decks, sheds, manufactured homes, docks, common lands, and any other features found in residential properties in the Town.

VI. COST SCHEDULE DEVELOPMENT

The Company shall make an investigation of the costs, when purchased from local material dealers, of items of construction found and used in residential, construction within the Town. Wage scales, labor efficiencies, overhead and profit, engineers and architects’ fees, and other items reflected in local construction costs will also be investigated. From the data developed, unit construction costs for raw materials and fixed equipment shall be established. The unit costs derived shall be applied to the known cost of construction to test their accuracy before being used for valuation. All data produced during the investigation of costs and the development of the cost schedule shall be provided to the Assessors and shall become the property of the Town.

All income property shall be capitalized as a check against replacement value and a measure of depreciation. The Company shall obtain income/expense information for which the income method of valuation is appropriate.

The market data study will be used to develop cost schedules, land pricing schedules, and depreciation schedules.

The cost schedules to be developed by the Company shall provide for all types of real property appraised and the schedules and supporting data shall be presented to the Assessors.
The land schedules to be developed by the Company 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 access, excess frontage, excess acreage, irregular shapes, common lands, and undeveloped lots.

All pricing schedules developed must be installed on the assessment software used by the Town Assessors in maintaining equitable real property appraisals.

VII. BUILDING VALUATION, GENERAL

The Company will inspect at least 95% of properties in the Town of Arrowsic. To satisfy this requirement, the Company will either physically inspect each property or document that efforts to obtain entry have been refused by the property owner.

A Company trained field person shall inspect each property. All building measurements shall be reviewed for accuracy and sketched to scale with a frontage toward the bottom of the card and recorded by component parts such as foundation, basement area, framing, wall construction, installation, roof, floors, interior finish, heating system, lighting, plumbing, and fireplaces and stacks. The building’s design, story height, quality of construction, number of rooms, age, and the effects of physical depreciation and functional and economic obsolescence, if any, will be noted. When obtainable, information on rent and sales or purchase prices will be recorded.

The Assessors may accompany any field person or supervisor on any or all physical inspection phases of the Agreement.

Building measurements and characteristics shall be verified and if discrepancies exist or new information appears, then the building will be visited and investigated. Where occupants are not present on the first call, at least one callback is required. When, after two entry attempts have been made, and entry not accomplished, the Company will be required to notify the parcel owner, by first-class mail, of attempted entry and the procedure whereby the owner may schedule an inspection with the Company. Failure to respond to the letter will constitute a refusal and contribute to satisfying the requirement of inspecting at least 95% of all properties. A list of those parcels for which there was either no response or a refusal will be forwarded to the Assessors for a final entry attempt by the Assessors.

Where admittance cannot be arranged, the Company shall estimate the value of the building based on the best available information and note this fact on the property card.

The date of inspection will be noted on the field card and the person granting permission to inspect the property will be asked to sign the field card as proof of inspection.
A notation shall be made on the field record card whenever information to inspect is denied or a request to disclose information is refused.

VIII. SPECIAL BUILDINGS VALUATION

Any buildings other than single family residences will be considered a “Special Building.” The Company shall follow the same procedure for Special Buildings as in the case of other properties and the same record will be kept with respect to the component parts thereof. Appropriate pricing and depreciation schedules will be applied.

In accordance with law and professional standards, Special Building owners may be requested, in writing, forwarded by certified mail (return receipt requested), to provide a copy of the most current balance sheet and profit and loss statement pertinent to the property to be valued.

All Special Buildings, when practical, shall be valued by the three accepted approaches, income, comparable sales and costs. Where sufficient data is not available to accomplish the three approaches to value, the Company shall, in writing, so advise the Assessors setting forth the reasons why.

All computations shall be given to the Assessors and become the property of the municipality.

Buildings will be sketched to scale in their entirety.

Where a Special Building accommodates lessees, the leased area of each shall be ascertained by the Company and recorded on the property card by name and area.

IX. PUBLIC UTILITIES VALUATION

Public utilities shall be valued in the same detail as residential properties and priced at replacement cost less appropriate depreciation.

Utility companies shall be requested by the Company, in writing, by certified mail, return receipt requested, to furnish statements of costs, age, economic factors and any other pertinent information necessary to property valuation.

X. RURAL BUILDING VALUATION

All farm buildings shall be measured and priced from the appropriate schedules. All detached farm buildings or any detached building shall be independently sketched, listed, graded, priced and field inspected. Owners or tenants of farms shall be asked, by
the Company, to furnish information with regard to the purchase price, income and other pertinent data of their particular farm relative to value.

XI. **EXEMPT PROPERTIES**

Properties designated as exempt shall be inspected, measured, sketched and valued, and are subject to the full revaluation process, as if taxable.

XII. **ALL OTHER REAL PROPERTY**

All other properties of every nature classified as real estate under the laws of the State of Maine shall be appraised and classified according to value and utility as for other properties.

XIII. **COMPUTER ASSISTED MASS APPRAISAL (CAMA)**

A. **General Requirements**

The final valuation product shall reflect 100% of fair market value.

Of particular importance to the Town is the Company's experience in performing computerized revaluations and statistical studies, using the computerized appraisal and administration systems.

The CAMA system includes valuation capability for all residential, vacant land, and exempt properties.

The Company will provide:

1. Statistical analysis by: a) market stratification, b) ratio studies, and c) coefficients of dispersion by total sampling, geo-districts, by property type or use and by age of improvements.

2. Administration studies such as total land valuations and total valuations by Town-wide, districts and property types or uses, including taxable and exempt properties.

3. The computer applications must be employed by the Company from the very onset of the revaluation program, in order that the system output will support the final product. Development of the final database will be a joint venture of the Town and the Company. The computerized record keeping and appraisal
4. The Company will identify the number of workstations and peripheral equipment expected from the Town.

B. Module Specifications

The Company shall provide CAMA modules under the cost, market and income approaches. Suggested specifications for these modules are attached as Exhibit B however the Company is expected to provide its own specifications, subject to approval by the Town, to be included as part of the Contract documents.

XIV. REVIEW AND ADJUSTMENT OF PROPERTY VALUATIONS

Upon the request of the Town, and in the Town's sole and exclusive judgment, the Company shall review field and office computations to adjust for any factors which may have a direct bearing on the market value of any property. The Company reserves the right to refuse to defend any value, where that value has been changed or recommended for a change which has not made or endorsed by the Company.

XV. ASSESSMENT MANUAL

The Company shall prepare an assessment manual which is satisfactory to the Town and which contains procedures and standards, as well as classifications of all types of land and all kinds of buildings, for the continuing control of equalized property assessments in subsequent years. Comparable sales used as a basis for the revaluation process shall be identified in the manual. The Company shall deliver two copies of the assessment manual, along with a CD-ROM or portable electronic storage device, to the Assessors.

XVI. FINAL REVIEW

The Company shall conduct a final review and inspection of property to account and adjust for factors which may have a direct bearing on the market value and equitable relationship to other properties, such as location, obsolescence, architectural qualities, desirability and resale value. This final review shall also be for the purpose of making adjustments to schedules and scales as may be necessary to reflect market value.

XVII. NOTICE TO PROPERTY OWNERS

The Company shall prepare and mail notices of reassessment to each property owner for each parcel owned. The Company is to furnish forms and postage. Such forms shall also set forth a procedure for scheduling an informal hearing, as set forth in Article XX of this document and as agreed upon by the Town at the time the notices are mailed. Final
values will be provided by the Company in accordance with a time scheduled that will be attached to the contract between the Company and the Town at the time of execution.

XVIII. **INFORMAL HEARINGS**

The Company shall, upon written request, in cooperation with the Town, arrange informal meetings between property owners and representatives of the Company for the purpose of discussing values. Field reviews shall be made if necessary to resolve differences.

Informal hearings shall be by individual appointment and, where practical, shall be held in the town buildings. The Company shall make itself available for such meetings for a period of not less than one (1) month after the notices of reassessment are mailed to the property owners.

The Assessors may attend any or all hearings.

The Company shall be responsible for sending a written notice to each property owner or his or her representative who appeared at an informal hearing seeking review of the property owner’s assessment. Such notice shall include either the adjusted assessment or a statement that no change is warranted.

XIX. **SUPPORT AND DEFENSE OF VALUES**

The Company agrees that its chief appraiser in charge of the Town project, or equally qualified individual, shall be present and available at the direction of the Town for the period of time necessary to assist the Assessors in considering complaints and to assist the Assessors in explaining the basis of the revaluation to property owners. The length of such period of time shall be at the sole determination of the Assessors.

The Company agrees that its Chief Appraiser in charge of the Town project, or equally qualified individual, shall be present at any hearing of local, county, and/or state body of assessment appeals following completion of the project and to defend the values produced by the Company and contained within the 2018 tax commitment.

In the event of any appeal to the Courts, the Chief Appraiser in charge of the Town project, or equally qualified individual will be present at the hearings to testify as a witness, to outline the steps taken and to give his opinion of the value of the property which has been, or is, the subject of appeal.

The Company 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 hearing, review and/or court action relates to the Town’s 2018 committed values resulting from the Agreement.
The Company shall provide up to five (5) days of litigation support to the Town as part of this proposal. It will remain the Company's obligation to prepare value defense from the Company's work file. Time spent preparing for value defense will not be considered part of the 5 days of litigation support due to the town. Any additional days, with the exception of preparation time, required shall be provided at a per diem rate to be agreed upon prior to the execution of a contract between the Company and Town.

XX. ADDITIONAL REQUIREMENTS

The municipality reserves the right to specify additional requirements for inclusion in the final agreement with the Company.

XXI. RESPONSIBILITIES OF THE TOWN

To carry out the terms of this agreement, the Town shall accommodate the Company regarding office space and furnishings to the extent practicable in our Town Hall or Fire Station; and allow access to printers and copiers. (The Company shall be responsible for all associated printer and copier expenses). The Company shall inform the Assessors of the availability of the contract representative. Fees for printer and copier expenses shall be billed at the Town's costs. The Town shall also provide access to the TRIO Assessing program which will include the following modules: Real Estate and Sketching.

The Company shall provide all appraisal cards, computer supplies, office supplies, equipment, forms, and literature.

Town assessing records will not be released from the Town Office for Company field work. Instead, for Company use in field work the Town will provide a complete set of TRIO data print-outs (without photo and sketch). In the event Company requires existing sketch to support field work, copies may be made on a case by case basis.

XXII. TRAINING, DOCUMENTATION AND MAINTENANCE

The Company agrees to provide the Town, at no additional charge, copies of all documentation for the valuation system by no later than the completion date of the project. The documentation shall include comprehensive user manuals, which clearly explain data collection, data entry and all appraisal operations, systems and functions and other support material.

The Company agrees to provide to the Town, at no additional charge, up to three days of comprehensive training in use, operation and technical aspects of the system and the Company appraisal process on Town premises. Such training shall be sufficient so that the Town personnel shall be able to operate and understand the use and operation of the system and the appraisal process.
XXIV. **MISCELLANEOUS PROVISIONS**

A. **Warranties**

The Company represents and warrants to the Town that it will use the software and documentation in accordance with the terms of the Agreement.

The Company shall warrant that it will comply with all issues relating to software ownership or as to any patent, copyright or trade secret infringement.

The Company represents and warrants that any services provided by the Company hereunder, shall be rendered in a professional manner by qualified personnel trained and skilled in the performance of the specific service involved and that the Company shall employ qualified personnel in such positions as are necessary to execute or to fulfill all the terms and conditions of the agreement and that such personnel shall possess the minimum qualifications as established in Rules of the Department of Revenue Administration, Bulletin 3, State of Maine and as may be amended in the contract between the Town and the Company.

The Company represents and warrants that all goods, materials, hardware, software and services provided hereunder shall be in conformance and compliance with all applicable Federal, State and Local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of the Agreement.
EXHIBIT B: Specifications for Cost, Market and Income Approach Modules

Cost Approach

1. The TRIO module includes data management, sketching, and cost valuation components for commercial, industrial, and residential properties, as well as personal property. TRIO shall produce a valuation document showing the cost calculations on each property, depreciation, and final value determination. The module shall access a maintainable table of replacement cost formulas and depreciation schedules.

2. The system shall compute value estimates based on standard cost approach appraisal methodology. All cost schedules are to be determined by the Company and approved by the Assessors’ Agent. The basic residential classification system shall include, at minimum, quality, class / grade, floor area and story height. Depreciation shall be determined by tables based upon age and observed condition, including functional obsolescence.

3. The land pricing function shall utilize Computer-Assisted Land Pricing tables that apply land valuation from tables in relation to zoning and location. Land valuation should also have the ability to utilize preferential unit land values in addition to market-based unit land values.

Market Approach

The system shall incorporate a subsystem for the storage of sold properties with the characteristics of sold properties being able to reflect the characteristics of the sold properties as sold, instead of as improved since sale. The sales analysis and sales ratio system shall be able to perform sales ratio studies based upon user defined land and building characteristics to ensure that the accuracy of the appraisal system can be tested and modified to reflect stratified segments of the real estate market. The Company will review comparisons between classes and locations to identify categories with significant variance in value levels. The system shall facilitate the application of revised appraisal schedules to sold properties only to facilitate the fine-tuning of appraisal schedules to market conditions.

Income Approach

The income approach module contained in the system shall perform valuation by income capitalization. The Company shall deem which real property has sufficient income data to be valued by the income approach. Information pertaining to income, rents, expenses, and financing shall be obtained on forms provided by the Company. The Company shall enter this information into the computerized appraisal system. All confidential income and expense data described in this section shall become the property of the Town. All conclusions drawn by the income approach shall be supported by sales data to the extent practical.
AGREEMENT FOR TOWN-WIDE PROPERTY REVALUATION

AGREEMENT made this _____day of ____________________, 2017, by and between the TOWN OF ARROWSIC, a body corporate and politic, located in Arrowsic, in the County of Sagadahoc, and State of Maine, hereinafter referred to as the "Town" and ____________________________________________, with a place of business in ____________________________________________, in the County of ________________________________, State of ____________________, hereinafter referred to as the "Company".

I. PURPOSE OF THE PROGRAM

The purpose of this Agreement is to provide for the revaluation of property, taxable and exempt, within the Town in accordance with the General Laws of the State of Maine and utilizing techniques and practices recognized by the International Association of Assessing Officers (IAAO). Specifically, the revaluation effort is intended:

A. To provide an accurate inventory of tangible taxable and exempt real property within the Town together with the owners of record as of April 1, 2018;

B. To establish "just value" appraisals of all taxable and exempt real property within the Town as of April 1, 2018 for use in the Town's list of valuations for the 2018 tax year. "Just value" is defined in accordance with 36 M.R.S.A. Section 701-A;

C. To develop appraisal manual(s) for the Town;

D. To develop or augment a computerized record keeping and appraisal system, compatible with TRIO, for the Town, including required software or hardware; and,

E. To provide the Town and staff with sufficient instruction programs and training in the use of the appraisal system manuals and record keeping system to enable them to maintain the database.

II. SCOPE OF SERVICES

The Company shall provide the professional services more specifically defined in the "Contract Specifications" which are attached hereto and incorporated herein by reference as Exhibit A, and in accordance with the terms and conditions of this Agreement.
III. TERM OF AGREEMENT

The parties' obligations under this agreement shall commence and continue as set forth in the project timetable submitted as part of the "Contract Specifications". The Company will complete all provisions of this Agreement, with the exception of defense of values after the hearings, on or before April 1, 2018. The Company and the Town may mutually agree to adjust the work plan/schedule. An extension of the completion date not to exceed thirty (30) days may be granted to conclude any additional work necessary under the terms specified herein, where circumstances beyond the Company's control, and not due to its own acts or omissions, delay completion of the project. Such extension shall only be made after submission of a written request by the Company stating the reason for such extension request. All services to be rendered under the terms and conditions of this Contract, with the exception of the defense and support of values, shall be completed and all documentation and information turned over to the Town in a form acceptable to the Town on or before April 1, 2018 in order to allow the Town to make its FY 2018/19 tax commitment on or before September 1, 2018. The schedule of activities in preparation for final turn over shall be in accordance with the Tentative Project Work Plan below.

IV. PRICE AND PAYMENT

A. Price

The Town shall pay, and the Company shall accept, as full payment for all services rendered in accordance with this Agreement, the sum of $______.00. This amount may be adjusted for additional work agreed to by both parties as to scope and price, in advance of the commencement of such work.

B. Method of Payment

Every month, commencing with the date of execution of this Agreement, or at such other times as the parties mutually agree upon, the Company shall submit a project report and an itemized bill to the Town and hold such conferences as may be required. The report must include:

(a) The percentage relationship of component portions of the project completed to that point;
(b) The percentage relationship of all work thus far completed to the total Agreement amount;
(c) The total payment requested to date;
(d) The payment requested for the month.

The Town may use the monthly report form as a basis for payment.
The Town may require the Company to submit substantiating production reports from the job supervisor prior to making payments on the Agreement.

The Town is required to make timely payments, within thirty (30) days of billing, on the Agreement equal to ninety percent (90%) of the Agreement amount, proportionate to the amount of work completed during the month as documented by the Company.

The remaining ten percent (10%) shall be paid to the Company within thirty (30) days following satisfactory completion of all work including hearings, adjustment reviews, and presentation of all products to be supplied to the Town, but not including defense of values at Boards of Review or Superior Court.

Additional compensation that may be due the Company as the result of services requested and agreed to by the Town that are beyond the scope of this Agreement will be invoiced in the month subsequent to the month in which the services were provided.

V. PERSONNEL

The Company agrees that, at all times, the number and qualifications of the personnel to be employed in this project will comply with minimum staffing requirements. The Company shall provide a list of staff and their resumes assigned to this project prior to the start of work. Personnel of the Company relating to the revaluation shall be subject to the terms and conditions enumerated in the "Contract Specifications," attached hereto and incorporated herein by reference as Exhibit A.

A. Nondiscrimination

The Company shall comply with all the applicable provisions of Federal and State laws, rules and regulations regarding employment and will further specifically comply with those sections relating to discrimination as follows:

(a) In the hiring of employees for the performance of work under this Contract, or a subcontractor hereunder, the Company or its Subcontractor shall not, by reason of age, race, sex, color, creed or national origin discriminate against any person qualified and available to perform the work to which the employment relates.

(b) The Company, its subcontractor, or a person on its behalf, shall not in any manner discriminate against or intimidate an employee hired for the performance of work under this Contract by reason of age, race, sex, color, creed, or national origin.
B. Employee Status

Personnel working on the revaluation and subcontractors hired, with the approval of the Town, to conduct portions of the revaluation, shall be considered employees and subcontractors of the Company and shall not be designated as employees or subcontractors of the Town for any purpose whatsoever, unless specifically designated as such, in writing, by the Town.

VI. CONFLICT OF INTEREST

The Company covenants that it has no public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services. The Company warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the Town as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Company in connection with any work contemplated or performed relative to this Agreement.

VII. DELIVERABLES

All records, computations, maps, manuals, cards, computer records, software, photographs, schedules tables and reports of the Company in respect to any work under the project shall be left in custody of and become, the property of the Town. All data collected shall be and remain the property of the Town. Data used by the Company in performing the services contemplated hereunder shall remain the property of the Town and no use or copying shall be made thereof other than as set forth in this Agreement without prior written authorization from the Town.

VIII. FINAL DELIVERY AND SUMMARY

The Company shall deliver to the Town, within fifteen (15) days after the completion date, all data used in establishing unit land and building value, all field record cards by map and lot sequence and all other records relative to the project, including, but not limited to, notices for valuation changes and hearing applications. The Company shall submit, as part of the summary, sales ratio studies for each class of taxable property to ascertain the effectiveness of the project. The Company shall verify the sales ratio and coefficient of dispersion on final delivery. Such ratio and coefficient shall be computed in the manner suggested by the Bureau of Taxation, State of Maine.
IX. RELATIONSHIP OF THE PARTIES

The relationship of the Company to the Town will be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract.

X. RELATIONSHIP WITH ASSESSORS

The Company shall cooperate fully with the Assessors in connection with the project by furnishing to the Assessors full information concerning the appraisals and valuation, methods used and procedures followed. It is specifically understood and agreed that all final decisions as to assessed valuation, procedures followed and forms used in the project shall be made by the Assessors and/or the Assessors' Agent.

It is specifically understood and agreed that in the fixing of just value of properties within the Town, the Assessors shall exercise full and final judgment and that all appraisal and revaluation services performed by the Company shall always be in an advisory capacity to the Assessors for the express purpose of furnishing information to the Assessors of the Town to enable said Assessors to arrive at a fair and just value of all property within the Town.

XI. TERMINATION AND MATERIAL BREACH

If the Company does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the Company shall make any assignment for the benefit of creditors, or otherwise, or if any interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the Town shall have the right, at its option and without prejudice to its rights hereunder, to terminate the Agreement and withhold any payments due.

Should the Company fail to fulfill, in a manner deemed timely and satisfactory to the Town, its obligation under the Agreement, or if the Company should violate any of the material covenants, conditions or stipulations of the Agreement, 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 Company; then the Town shall have the right to terminate the Agreement by giving written notice to the Company of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination; and the Company shall remain liable for the breach of the Agreement by the Company.

If this termination clause is invoked, the Company agents and employees shall leave 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 Agreement 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 Agreement do not cover the Town's costs to obtain another contractor and to supervise the transition, the Company shall be liable to the Town to reimburse the Town for such costs. Termination of the Agreement and retention of funds by the Town shall not preclude the Town from bringing an action against the Company before an arbitrator or a Maine Court requesting damages or exercising any other legal, equitable or contractual rights the Town may possess in the event of the Company's failure to perform, including but not limited to, recovery costs and attorneys' fees.

Any failure by the Company to complete all work as provided herein on or before the specified date shall be cause for payment of liquidated damages by the Company, in the sum of two hundred dollars ($200.00) per day beyond the specified date agreed upon by both parties. The Town shall retain the right to all other remedies available at law or in equity for any other breach by the Company.

XII. ASSIGNMENT OF AGREEMENT

The Company agrees not to assign, transfer, convey, or otherwise dispose of this Agreement or its rights, title, or interest in this Agreement without the previous consent and written approval of the Town.

XIII. CONFLICT

This Agreement, Exhibit A (Contract Specifications), and the Request For Proposals are the contract documents. In case of conflict between the terms of this Agreement, the terms of Exhibit A, or the terms of the Request for Proposals, the terms of this Agreement shall control.

XIV. INDEMNIFICATION

The Company shall defend, indemnify and hold harmless the Town, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the Town is free from negligence on the part of itself, its employees and agents.

XV. INSURANCE

The Company shall carry Public Liability Insurance in the amount of One Million Dollars ($1,000,000.00) including protection for bodily injury and property damage with
a combined single limit of one million dollars ($1,000,000.00). The Company shall also maintain Automobile Liability Insurance providing limits of one million dollars ($1,000,000.00) per occurrence, and the Company shall provide Workers Compensation Insurance. The Workers Compensation Insurance shall provide coverage under the Compensation Act of Maine and shall provide employer's liability insurance in the amount of One Hundred Thousand Dollars ($100,000).

Certificates of insurance shall be supplied to the Town by the Company detailing the above coverages prior to the commencement of the work. Certificates will be issued by a carrier authorized to do business within the State of Maine, and shall include the Town as an additionally named insured. Nothing herein shall be deemed to be a waiver of any immunity enjoyed by the Town pursuant to the Maine Tort Claims Act, Title 14 M.R.S.A. Section 8101, et seq.

XVI. **BOND**

The Company shall furnish a completion bond for the full amount of the Contract price with a responsible surety licensed to do business in the State of Maine, to be conditioned upon the faithful performance of this Agreement and each part thereof, and such bond shall be in form satisfactory to the Town and issued by a surety acceptable to the Town.

XVII. **FORCE MAJEURE**

Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including but not limited to acts of God, acts or omissions of civil or military authorities.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.
XVIII. **NON-SOLICITATION**

During the period of this Agreement and for a period of six months following the project completion date, the Town will not solicit for employment or hire any Company employee without the written consent of the Company.

XIX. **CHANGES IN AGREEMENT**

This Agreement, Exhibit A, Exhibit B and the Request for Proposals contain the complete and entire Agreement between the parties and may not be altered or amended except in a writing executed, making specific references to this Agreement, by a duly authorized officer of the Company and by duly authorized officers of the Town.

XX. **SEVERABILITY**

If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed as not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

XXI. **GOVERNING LAW**

This Agreement shall be interpreted under the laws of the State of Maine.

XXII. **ADDITIONAL PRODUCTS OR SERVICES**

Should the Town request or require products or services from the Company which are beyond the scope of this Agreement, the Company will be entitled to compensation from the Town at an agreed upon rate or at another fee to be negotiated prior to the delivery of the product or service.

XXIII. **COMPLIANCE WITH ALL LAWS**

Company agrees to furnish all professional services in compliance with all applicable government laws, rules and regulations and all such professional services will be consistent with accepted standards of the trade.

XXIV. **STATUTORY TERMINATION**

In the event that current Maine statutory methodology for assessing real property is altered or repealed in whole or in part, and/or the product and information provided under this Agreement becomes inapplicable or of no value as it relates to the assessing process in the Town, the parties hereby agree that this Agreement, or the relevant portion thereof, and the parties’ respective responsibilities therein shall
terminate. If the Town's revenue is materially decreased by action of the Maine Legislature or the adoption of any provision or Constitutional amendment relating to property tax issues, the Town reserves the right to terminate this Agreement. The Company will be compensated for all services performed up to the date of termination.

XXV. NOTICES

All notices given by one party to the other under this agreement shall be in writing and shall be sent by mail and/or through delivery by hand, or in any manner as the parties may previously agree to. Representing the COMPANY, return receipt is requested to:

_______________________________
_______________________________
_______________________________

Representing the TOWN, return receipt is requested to:

Sukey Heard, Chair Board of Selectmen
Town of Arrowsic
340 Arrowsic Road
Arrowsic, ME 04530

XXVI. WAIVERS

No covenant, condition, duty, obligation or undertaking contained in or made a part of this Agreement shall be waived except by the written agreement of the parties and forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed or discharged by the party to which the same may apply; and notwithstanding any such forbearance or indulgence, the other party shall have the right to invoke any remedy available under this agreement or under law or equity.

XXVII. CAPTIONS

Captions at the beginning of the paragraphs and sections of this agreement are guidelines and labels to assist in the location and reading of such paragraphs and sections. Therefore, captions will be given no effect in construing the language of this agreement.
XXVIII. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, in the absence of any agreement by the parties to an alternate dispute resolution process, shall be settled in binding arbitration before a single arbitrator in a location of the Town's choosing in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties and the subject matter thereof.

THE TOWN OF ARROWSIC
By: Suzannah Heard
Chair, Board of Selectmen

COMPANY
By: Its:

Date: _____________________________

Date: _____________________________
Application to Conduct
Town-Wide Property Revaluation
Town of Arrowsic

All Proposers must provide the information requested on this form in order to submit a bid in response to the Request for Proposals by the Town of Arrowsic. This form should be submitted with any necessary supporting documentation.

If the Proposer would like to provide information in any other format, this form should still be completed by cross-referencing supporting documents by name and page number.

Application Form

I. Information about Proposer

Proposers name:

Place of business:

Principal contact person:

Contact information (phone and email):

Names of persons or parties interested as principals:

II. Qualifications and Experience of Proposer

New England Clients served during the last five (5) years:

Nature of properties appraised:

Number of people currently employed:

Current work assignments (please note by an asterisk those which are likely to be implemented during 2017-2018):

Name(s) of staff who may serve as project supervisor along with their qualifications:
III. **Proposal**

This section of the proposal should explain how the Proposer will fulfill the terms of the appraisal as described in the Request for Proposals, Exhibits A, and Exhibit B.

IV. **Budget**

This section of the proposal should contain a breakdown of costs to justify the bid submitted for conducting the services defined in Exhibits A and B. A separate subtotal shall be provided for the cost of services associated with preparing manuals and software in order for the Town to operate and maintain the appraisal system.

V. **Receipt of Documents**

*In preparing this proposal, I acknowledge that I have received the following documents from the Town of Arrowsic.*

- Cover Letter
- Request for Proposals
- Exhibit A: Contract Specifications
- Exhibit B: Specifications for Cost, Market and Income Approach Modules
- Draft Agreement for Town-Wide Property Revaluation
- Addenda (if any)

Name on behalf of Proposer

Signed ___________________________ Date ___________________________

VI. **Statement regarding conflicts of interest**

*I hereby affirm that this Proposal to the Town of Arrowsic is made without connection to any other individual or organization making a proposal for the same services; and that no person acting for or employed by the Town has a direct or indirect financial interest in this Proposal.*

Name on behalf of Proposer

Signed ___________________________ Date ___________________________