

**February 15, 2023**

**REQUEST FOR PROPOSAL & BID**

**Town of Farmington "Tax Equalization Project"**

Written proposals and sealed bids are requested to be returned to the Farmington Assessor's Office no later than March 31, 2023 at 3:30 p.m. for the performance of a revaluation in accordance with specifications for the Town of Farmington "Tax Equalization Project". This project to be in place for the 2025 Tax Commitment Year.

The Town of Farmington "Tax Equalization Project" includes:

- approximately 3,900 parcels including 134 parcels in Tree Growth and 116 parcels in Farmland classification.

Records available include:

- current property tax maps with scales of 1" = 100' and 1" = 500'
- property record cards filed by Map and Lot number
- current database running on TRIO Software which does include some pictures and sketches.

NOTE: Town of Farmington expects to commit during September.

**PROPOSALS AND SEALED BIDS SHALL BE MARKED TOWN OF FARMINGTON TAX EQUALIZATION PROJECT.**

The Town of Farmington reserves the right to reject any or all proposals and bids, to waive informalities or technicalities and to accept the proposal and bid that the Farmington Board of Selectmen or Assessor deem to be in the best interest of the Town of Farmington.

**TOWN OF FARMINGTON, MAINE  
EQUALIZATION PROJECT SPECIFICATIONS  
TAX YEAR 2025**

**I. DEFINITIONS**

- A. **ASSESSOR:** The word "ASSESSOR" shall mean the duly appointed Chief Assessor of the TOWN OF FARMINGTON.
- B. **PROJECT:** The word "PROJECT" shall mean the reappraisal and revaluation of all taxable real property and all exempt real property within the corporate limits of the TOWN OF FARMINGTON.
- C. **COMPANY:** The word "COMPANY" means any person, firm, corporation, association

or other entity performing the revaluation work under contract.

D. CONTRACTOR: The word "CONTRACTOR" shall mean and shall be used interchangeably with the word "COMPANY".

E. TOWN: The word "TOWN" shall mean the TOWN OF FARMINGTON, Maine.

## **II. SCOPE OF REAPPRAISAL AND REVALUATION**

A. BASIC SCOPE: The complete reappraisal and revaluation of all taxable and exempt Real Property within the corporate limits of the TOWN OF FARMINGTON, MAINE.

The successful PROPOSER who executes the contract with the TOWN shall furnish all labor, materials, supplies, forms, equipment and systems and perform all work for the PROJECT in accordance with these CONTRACT SPECIFICATIONS.

All work will be carried out and all forms, materials, supplies and systems utilized in this PROJECT, shall conform to and be carried out in accordance with the rulings of the Maine State Tax Commissioner, pertinent rulings of the Secretary of Office of Policy and Management, pertinent ordinances and agreements of the TOWN, and pertinent state statutes and pertinent decisions of several courts. The revaluation will be performed under the direct supervision and approval of the ASSESSOR of the TOWN OF FARMINGTON, MAINE.

The values to be determined shall be the full fair market value as defined by the Maine General Statutes and shall be based upon recognized methods of appraising.

The revaluation PROJECT will cover and include all property in the TOWN OF FARMINGTON, in the following categories:

1. All taxable real estate, land, building and improvements,
2. All tax exempt real estate, land, buildings and improvements.

B. EFFECTIVE DATE: The effective date of this revaluation PROJECT shall be the market value and assessment date of April 1, 2025\*. All final values will reflect the status of the property as of April 1, 2025\*. Assessments will be 100% of market value as required by state statute, rounded off to the nearest one hundred dollars. (Date may be negotiated based on availability.)

C. COMPUTER ASSISTED MASS APPRAISAL: This revaluation PROJECT is to utilize Computer Assisted Mass Appraisal technology. The TOWN currently utilizes TRIO Software and is looking to potentially change CAMA software.

## **III. GENERAL CONDITIONS**

A. PROJECT AWARD: The TOWN OF FARMINGTON, hereinafter termed the TOWN reserves the right to reject any, or any part of, or all BID PROPOSALS; to waive informalities and technicalities and to accept that BID PROPOSAL which the TOWN and the ASSESSOR

deem to be in the best interest of the TOWN whether or not it is the lowest dollar bid.

B. **BID REQUIREMENTS:** Each PROPOSAL submitted by a Company, shall itemize the COMPANY'S qualifications and experience. Also the COMPANY shall submit a complete client list of municipalities to which it has rendered services, and the nature of those services, during the last five (5) years. The bid shall also include a statement showing the number of years that the COMPANY actually has been engaged as a company, corporation, partnership or individual specializing in governmental tax revaluation services.

The COMPANY must submit, as part of its BID PROPOSAL, a schedule and percentage of completed work based upon the experience of the COMPANY in performing revaluations, and based upon the CONTRACT SPECIFICATIONS as set forth in this CONTRACT in the sections entitled "Payment Schedule" and "Completion Dates".

C. **OFFICE HOURS & STAFFING:** The COMPANY shall maintain an office in the Farmington Town Hall or additional office space provided by the TOWN. This office shall be staffed with clerical personnel as well as other qualified and certified personnel so as to insure the successful completion of this PROJECT in accordance with the completion dates set forth in these CONTRACT SPECIFICATIONS and any addenda thereto. Office space shall be provided by the TOWN.

**The COMPANY shall maintain telephone service during business hours. The COMPANY shall be responsible for all installation charges as well as local and long distance phone charges.**

**A phone answering machine shall be installed at the COMPANY'S expense to operate whenever the office is not staffed. The machine shall have a message to be mutually agreed upon by the ASSESSOR and the COMPANY. The COMPANY shall assume all costs related to the telephone service.**

D. **PERSONNEL:** The COMPANY shall provide experienced and qualified personnel, as hereinafter provided and must comply with the requirements of the Equal Employment Opportunity provisions of federal and state government.

1. **Equal Opportunity Affirmative Action Requirements:** The COMPANY must be in compliance with all municipal, state and federal Affirmative Action and Equal Opportunity requirements.

2. **Qualifications of Personnel:** All personnel assigned to this PROJECT shall be subject to approval by the ASSESSOR and shall be caused to be removed from this PROJECT by the COMPANY upon written recommendation of the ASSESSOR.

All personnel assigned to this PROJECT shall have adequate experience at the appropriate level at which they will be working on this PROJECT. At the commencement of the PROJECT, the COMPANY shall submit to the TOWN a written list of all personnel assigned to this PROJECT with their duties, starting date and qualifications, and shall maintain this list throughout this

PROJECT. Additionally, the COMPANY shall provide the ASSESSOR with a copy of each personnel(s) resume of who shall be assigned to this PROJECT.

3. **Minimal Qualifications:**

- a. **Project Manager or supervisor:** Administration of this PROJECT shall be assigned by the COMPANY to a Project Manager or Supervisor. He/she shall have adequate experience as a revaluation supervisor and have not less than five (5) years of practical appraisal experience involving extensive experience on commercial, industrial, apartment, and residential type properties.

The Project Manager shall be responsible for all work performed by the COMPANY. The project manager shall serve as an advisor in assisting the ASSESSOR in determining all land, building and improvement values for this PROJECT.

The Project Manager or Supervisor shall be subject to the approval of the ASSESSOR.

- b. **Reviewers and Appraisers:** Reviewers and Appraisers shall have adequate experience as a reviewer or appraiser and shall not have less than two (2) years of practical appraisal experience in the appraisal of the particular type properties for which they are responsible.
- c. **Measurers and Listers:** Measurers and Listers shall have not less than six (6) months of experience and training in this phase of a revaluation project. Any field person who does not meet the above qualifications must work under the direct supervision of an Appraiser, Reviewer or Project Manager. The Project Manager is required to notify the ASSESSOR of the names, starting dates, qualifications, and field assignments of all Measurers and Listers.

The COMPANY must exercise extreme vigilance over the instruction and supervision of the Measurers and Listers, emphasizing the absolute necessity for the Measurers and Listers to help establish a good relationship with the property owners. Supervisory personnel will oversee the Measurers and Listers on no more than a one to five ratio through the data collection phase of the PROJECT. The supervisor(s) and Measurers and Listers shall work closely with the ASSESSOR to assure accuracy and reliability in data collection.

The COMPANY shall give all Measurers and Listers clear and unequivocal instruction that they shall not discuss with any property owner or property occupant in the TOWN, the value or the assessment of any property they inspect, the property taxes being paid on the property being inspected, or any aspect of the local budget or various TOWN issues or political matters.

4. **Employment, Release or Transfer:** Whenever any person who is employed by the COMPANY and is assigned to this PROJECT is released from employment, or transferred from this PROJECT, the ASSESSOR shall be notified in writing of the individual's name and date of

occurrence.

Whenever new personnel are assigned to this PROJECT in any capacity, the ASSESSOR shall be notified in writing of the individuals name, qualifications, starting date, and assigned duties.

All personnel assigned to this PROJECT shall be subject to the approval of the ASSESSOR.

E. **IDENTIFICATION:** All field personnel shall carry suitable ID cards, which shall include an up-to-date photograph, supplied by the COMPANY and signed by the ASSESSOR. Any personnel who misplaces their ID card will not be allowed in the field until a new ID card is obtained. All automobiles used by field personnel shall be registered with the FARMINGTON Police Department and the ASSESSOR giving license number, make, model, year and color of the vehicle.

F. **CONFLICT OF INTEREST:** It is specifically agreed that no resident of the TOWN or TOWN employee shall be employed by the COMPANY, other than in a clerical capacity, without the written approval of the ASSESSOR.

G. **PROTECTION OF THE TOWN:**

1. **Bonding:**

a. Each PROPOSER shall be required, when submitting a BID PROPOSAL, to secure a BID BOND or to submit a CERTIFIED CHECK equal to ten percent (10%) of the Bid Amount, to protect the TOWN from default. Said BOND or CHECK shall be given as security that if the BID PROPOSAL is accepted, a CONTRACT will be entered into.

The BID BOND or CERTIFIED CHECK shall be forfeited and the principal amount of said BID BOND shall be paid to the TOWN as an agreed amount of liquidated damages in case of failure to enter into CONTRACT.

b. The COMPANY awarded the CONTRACT, shall, to secure the faithful performance by the COMPANY of the terms of this agreement, furnish to the ASSESSOR a Performance Surety Bond in the amount of this CONTRACT, which bond shall be issued by reputable bonding company licensed to do such business in the State of Maine, with an A.M BEST COMPANY rating of "A+" or better, and acceptable to the TOWN.

Said bond shall be in form satisfactory to and approved by the TOWN'S Attorney. The performance bond shall be delivered to the ASSESSOR within fourteen (14) days after signing of the CONTRACT and prior to commencement of actual work. This bond shall include the appeal requirements of these CONTRACT SPECIFICATIONS.

Commencement of the work prior to the approval by the TOWN of the Performance Surety Bond submitted by the COMPANY and prior to written notice to proceed from the TOWN shall be grounds for the cancellation of the CONTRACT.

- c. It is understood and agreed that upon completion of approved delivery to the TOWN of the revaluation, that the performance bond shall be reduced to 5% of the value of the contract to cover the defense of appeals. This reduced amount of bond shall become effective after the revaluation has been completed and has been approved by the ASSESSOR and after the completion of the duties of the Board of Assessment Review.

The reduced amount of the bond shall remain effective until a final resolution in the appeal process of any timely appeals as taken from the decisions of the Board of Assessment Review or ASSESSOR on the list of April 1, 2025.

2. **Indemnification and Insurance:** The Company agrees to defend and save harmless the TOWN and Assessors, 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 or any other claims brought or recovered against the TOWN or the Assessors 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 or the Assessors are free from negligence on the part of itself, its employees and agents.

Except as provided above, the TOWN agrees to defend and indemnify and save harmless the Company, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise. This indemnification excludes claims based on negligence or omissions of the Company in the performance of this Contract.

Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

The Company shall carry Public Liability Insurance in the amount of \$500,000 including protection for bodily injury and property damage with a combined single limit of \$500,000 for bodily injury and \$500,000 for property damage for each occurrence.

The Company shall also maintain Automobile Liability Insurance providing limits of \$500,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the Worker's Compensation Act of Maine and shall provide employer's liability insurance in the amount of \$100,000.

Upon the request by the TOWN, Certificates of Insurance shall be supplied to the TOWN by the Company detailing the above coverage. A insurance carrier authorized to do business within the State of Maine shall issue these certificates.

3. **Bankruptcy, Receivership, Insolvency:** If the COMPANY files bankruptcy, 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 an assignment for the benefit of creditors, or otherwise, or if 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 CONTRACT and withhold any payments due.

4. **Liquidated Damages/Penalties:** Failure by the COMPANY to complete all work on or before the dates specified herein shall be cause for penalty payment by the COMPANY on the written request of the ASSESSOR for each day beyond the specified date of completion. For the purposes of this section, the following work, if not completed by the outlined dates of the Contract, are subject to the One Hundred Dollar (\$100.00) PER DAY penalty:

- a. All properties measured and listed. (Only remaining measuring and listing are adjustments for current building permits.)
- b. All completed appraisals on hard copy and given to Assessor for review.
- c. All assessment notices addressed and mailed.
- d. Informal hearings completed, hearing determination notices completed and mailed, the computer file updated for all final values as they appear on the property record cards, all property record cards finalized and delivered to Assessor in map and lot order and all revaluation records, items and systems are delivered to the ASSESSOR in accordance with this CONTRACT and CONTRACT SPECIFICATIONS. Liquidated damages/penalties due under this clause, shall be deducted from the CONTRACT price and represent a fair and equitable estimate of the damages the TOWN will suffer if the COMPANY'S work is not completed on or before the specified dates or is not in conformity with the standards of these SPECIFICATIONS. The TOWN shall have the right to use the funds withheld from each periodic payment under terms of these CONTRACT SPECIFICATIONS to satisfy in whole or in part, the liquidated damages/penalties provided in these SPECIFICATIONS.

Delays occasioned by war, strike, explosion, Act of God or Order of Court or other Public Authority are excepted.

5. **Termination:** If the COMPANY fails to perform the CONTRACT in accordance with the terms of the CONTRACT or these CONTRACT SPECIFICATIONS or if the TOWN reasonably doubts that the COMPANY'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in these CONTRACT SPECIFICATIONS and any addendum thereto, or if the COMPANY fails to maintain Maine certification as required in these CONTRACT SPECIFICATIONS, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the COMPANY and its surety or bonding company, to declare the CONTRACT in default and thereby terminated, and to award the PROJECT, or the remaining work thereof, to another CONTRACTOR. If this termination clause is invoked, the COMPANY'S agents and employees shall, at the ASSESSOR'S direction, vacate in an orderly fashion any office space provided by the TOWN, leaving behind all records, properly filed and indexed, as well as all other property of the TOWN.

At the TOWN's sole election, any funds held by the TOWN upon termination of the contract, shall be paid over to the TOWN as an offset to any amounts of money owed from the Contractor to the TOWN for the TOWN's cost in obtaining another Contractor to complete the project and for purposes of supervising the transition to that other Contractor.

6. **Severability:** In the event any part of any clause or provision of this CONTRACT or CONTRACT SPECIFICATIONS is judicially determined to be unenforceable, it shall be deemed severable from the remainder of the clause or provision and such remainder shall be binding upon the parties to this CONTRACT.

7. **Waiver:** No action or failure to act by the TOWN shall constitute a waiver of any right or duty afforded it under the CONTRACT or CONTRACT SPECIFICATIONS, nor shall it prohibit the TOWN from future exercise of any such a right.

8. **Misrepresentation or Default:** The TOWN may void this agreement if the COMPANY has materially misrepresented any offering or defaults on any contract with a Maine municipality. The COMPANY shall, also, immediately notify the TOWN of any claim for misrepresentation or default.

9. **Company Right to Stop Work for Non-Payment:** Payment of billings is due within thirty (30) days after the date of each billing. Failure of the TOWN to make payment when due shall entitle the Company, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

#### H. TIME SCHEDULE:

1. **Awarding of CONTRACT:** Within a reasonable time after the opening of the PROPOSALS, the TOWN will award a CONTRACT for the revaluation PROJECT. The TOWN reserves the right to reject any, or any part of, or all BID PROPOSALS.

2. **Signing of CONTRACT:** Within fifteen (15) days after the TOWN has sent Notice of Award to the selected COMPANY, that COMPANY shall execute with the TOWN a CONTRACT based on these CONTRACT SPECIFICATIONS, as possibly revised by negotiation.

a. **Changes:** Changes in these CONTRACT SPECIFICATIONS will be permitted only upon written mutual agreement of the COMPANY and the TOWN.

b. **Subletting:** The COMPANY shall not assign or transfer the CONTRACT or any interest, or any part therein without first receiving written approval from the TOWN, and the bonding company. It shall be mutually agreed and understood that said consent by the TOWN shall in no way release the COMPANY from any responsibility or liability as covered in these CONTRACT SPECIFICATIONS.

3. **Revaluation Schedule:**



- a. **Start:** The COMPANY shall start the revaluation work on or before December 1, 2023\*, or such other date as agreed to by the Assessor. Thereafter the COMPANY must continue in a diligent manner so as to ensure completion within the schedule of completion dates as set forth below.\*(Or as negotiated.)
- b. **Completion Dates:** The Company shall submit a schedule for the phases of the revaluation project which sets forth the dates for completion and that schedule shall be incorporated into the Contract and shall be binding upon the Company; the phases of the revaluation are as follows:
  - (1) Complete commercial, industrial, public utility, special purpose and tax exempt data collection. (Work on then current building permits excepted.)
  - (2) Data Mailers sent to property owners.
  - (3) Complete land study and values analysis to begin appraisals.
  - (4) Complete building cost manual to begin appraisals.
  - (5) Complete market data study to begin appraisals.
  - (6) Complete study of market rents, expenses and capitalization factors to begin appraisals.
  - (7) Deliver completed residential appraisals on draft property record cards (field cards with all measurements, sketches, listings, pricing, review and values) to the ASSESSOR.
  - (8) Deliver completed commercial, industrial, public utility and special purpose appraisals on draft property record cards (field cards with all measurements, sketches, listings, pricing, review and values including assessment computation) to the ASSESSOR.
  - (9) ASSESSOR completes his/her review and final market adjustments. Complete residential data collection. (Only remaining data collection is work on then current building permits.)
  - (10) Final property record cards printed and arranged in map and lot order.
  - (11) Assessment notices shall be mailed.
  - (12) Informal hearings are to begin.
  - (13) Informal hearings completed; determination notices completed and mailed; the computer file is updated for all final appraisals; all property record cards are finalized and delivered to the ASSESSOR in order and all revaluation records, items and systems are delivered to the ASSESSOR in accordance with the

## CONTRACT and CONTRACT SPECIFICATIONS.

- c. **Initial Appraisal Quality Check:** Print-out of the previous assessment and assessment for the April 1, 2025 Grand List will be supplied to the ASSESSOR, and periodically thereafter until the completion of the public hearings. In addition, all changes made by the ASSESSOR in property values as a result of his/her review will be changed within one week of receiving the changes from the ASSESSOR and shall be included in the printout for the following period.
- d. **Assessment Date:** The completed appraisals, upon approval by the ASSESSOR will serve as a basis for assessments effective on the Grand List of April 1, 2025. Notwithstanding the dates mentioned above for any task, all values are to be based on the assessment date of April 1, 2025 and the properties as they exist in FARMINGTON on that date.
- e. **Delays:** The COMPANY shall not be liable for delays caused by reason of war, strike, explosion, Act of God, Order of Court or other public authority.

### I. PAYMENT SCHEDULE:

- 1. **Periodic Payments, Progress Reports and PROJECT Work Plan:** On the last business day of the month following the execution date of this contract, and on the last business day of each month thereafter during the period covered by this CONTRACT, the COMPANY is to certify by written progress report to the ASSESSOR, the percentage of the total work completed under the CONTRACT which the COMPANY has performed during the said month.

The TOWN, upon determination by the ASSESSOR, that the certification of the COMPANY concerning work during said period is accurate, will pay to the COMPANY a percentage of the total compensation under this CONTRACT equal to the percentage of the work certified as having been performed during said period, less ten (10%) percent which is to be retained by the TOWN for payment to the COMPANY on the TOWN'S determination, as certified by the ASSESSOR, that the COMPANY has performed fully and satisfactorily all its obligations and requirements under the CONTRACT, except for Litigation Support.

If the ASSESSOR determines that the COMPANY'S certification is inaccurate, the periodic payment shall be omitted, delayed or adjusted accordingly.

These SPECIFICATIONS contain a schedule of revaluation work and percentages of completion. (Said schedule and percentages will prevail until a final PROJECT work plan is established as described below.) Each proposer is required to submit, with their BID PROPOSAL, a detailed PROJECT work plan and a schedule of completion dates and a corresponding listing of percentage of work completed. Within thirty (30) days of the signing of the CONTRACT, the COMPANY shall submit to the ASSESSOR for approval a complete PROJECT work plan. Said plan should list key PROJECT activities and include the start and completion date for each. The plan should estimate the total work days required to complete an activity, type of personnel required for each activity and the number of such personnel to be

assigned to the activity.

The PROJECT work plan, biweekly written progress reports, requests for payment and periodic meetings shall form the basis for management of the PROJECT by the ASSESSOR and the COMPANY.

Upon completion of the duties of the Board of Assessment Review with respect to the April 1, 2025 Grand List, and upon determination by the TOWN and certification by the ASSESSOR that the COMPANY has performed fully and satisfactorily all its obligations and requirements under the CONTRACT or CONTRACT SPECIFICATIONS, except for Litigation Support, the TOWN will pay all payments due the COMPANY, including the retainage.

2. **Percentage of Completed Work:** The performance bond may be reduced to 5% of the contract price after the Board of Assessment Review completes its duties for the April 1, 2025 Grand List. The retention of the performance bond to 5% of the contract price is to insure defense of appeals resulting from the revaluation work.

#### **IV. RESPONSIBILITIES OF REVALUATION COMPANY**

A. **GOOD FAITH:** The COMPANY shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities under this CONTRACT and CONTRACT SPECIFICATIONS.

The COMPANY is responsible for fulfilling all of the stated requirements in this CONTRACT and CONTRACT SPECIFICATIONS in a timely fashion, consistent with a good faith effort. The COMPANY shall provide training for appropriate TOWN personnel, adequate to provide them with the knowledge necessary to understand and use the appraisal system and or other software installed by the COMPANY.

B. **PUBLIC RELATIONS:** Public relations must be an important part of the revaluation PROJECT. Adequate public understanding of the revaluation program is essential to its success. The COMPANY must be prepared to conduct a public information campaign, which includes media releases and oral presentations. (All information and releases must have prior approval of the ASSESSOR.)

With the participation and approval of the ASSESSOR, individual presentations will be directed to taxpayers, local officials, business and civic groups so that they may better understand the scope and objectives of the PROJECT.

This campaign will commence prior to the data collection effort and continue on a regular basis for the duration of the PROJECT.

At a minimum, the following points will be addressed:

Significance of the property tax

Necessity of PROJECT

Purpose and methods of PROJECT Equity  
Role of TOWN  
Role of COMPANY  
Role of ASSESSOR  
Necessity of data collectors  
Caliber and training of data collectors  
Need for data quality control  
Cooperation of parcel owners is key to success

Prior to data collection, the COMPANY shall issue news releases on the local internet web site and the Franklin Journal. The format and content of such releases shall be approved by the ASSESSOR.

Also, prior to data collection in any area, the COMPANY shall notify the owner or occupant of any property expressing the intent to inspect the interior of the property. This written notification will be made at least seven (7) days prior to the initial effort to gain entry into the property.

The notification shall be at the expense of the COMPANY and the format and content of the notice must be approved by the ASSESSOR.

The public relations program must remain flexible to provide sufficient information to promote public understanding. The effectiveness of the public relations program will depend on flexibility, since the success of the program can only be measured by interaction with and response from the public, which is being addressed.

1. PUBLIC INFORMATION PROGRAM: The COMPANY must submit a comprehensive public information program to be approved by the ASSESSOR prior to the commencement of the PROJECT. All meetings with local officials, civic groups, or public meetings are to be conducted with the participation of and the approval of the ASSESSOR. The program must include but is not limited to:

a. **Prior to data collection:**

Press releases

Meetings with local officials

Public meetings on the following topics: The laws concerning revaluation market value.

A general outline of revaluation PROJECT Data collection, valuation procedures Review procedures, informal hearings, taxpayer grievance proceedings and a pre-data collection leaflet/notice to property owners.

b. **During data collection and valuation:**

Press releases Meetings with local officials

Meeting with civic groups

Public meetings

Staff training meetings

Data mailers to property owners

- c. **After data collection and valuation:**  
Press releases Meetings with local officials Public meetings  
Informal hearings  
Board of Assessment Review meetings

C. **CONDUCT OF COMPANY EMPLOYEES:** As a condition of this CONTRACT, the COMPANY'S employees shall, at all times, treat the residents, employees and taxpayers of the TOWN with respect and courtesy. The COMPANY shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

A dress code (subject to the ASSESSOR'S approval) must be developed by the COMPANY and adhered to.

D. **RECORDS:** The COMPANY shall provide all property record cards (field cards), supplies, equipment, forms, literature, papers and systems to be used in this PROJECT at no additional cost to the TOWN.

1. The TOWN shall provide a Computer Assisted Mass Appraisal system including software and a reliable interface that effectively bridges the CAMA system with the current Trio software for billing purposes. All data entry throughout the PROJECT shall be the responsibility of the COMPANY.

2. **Property Record Cards (Field Cards):** The COMPANY shall supply property record cards.

a. **Necessary Card Information:** These cards shall contain information affecting value, including but not limited to address of the property, Tax Map and Lot, classification as to usage, owner of record as of April 1, 2025, source of title, size, and physical characteristics of land, with the breakdown of front feet, square feet, or acreage as applicable, along with unit of value applicable to each, public utilities available, public improvements, zoning in effect as of assessment date, a breakdown of the assessed valuation as to categories prescribed by the Secretary of the Office of Policy and Management as adapted by the ASSESSOR and a sketch of all major buildings, with a listing of all the components of each major building. The component listing shall include, but is not limited to, type of foundation, exterior walls, basement and attic information, interior finish, heat, plumbing, etc.

b. **Inspection:** All physical improvements shall be inspected, measured and listed. All interior and exterior construction details, quality of construction, age, condition, replacement values, depreciated values, fair market value as well assessment value will be shown. A breakdown of assessed valuation as to the categories as prescribed by the Secretary of the Office of Policy and Management and adapted by the ASSESSOR will be shown. Sketches of buildings including dwellings, shall be drawn to scale with dimensions given on the property record card.

c. **Plot Plans:** Plot plans shall be drawn of each residential, commercial, industrial, public

utility or exempt property with three (3) or more major buildings thereon, and each plot plan shall be reasonably accurate as to locations of the buildings and shall be coded to the field record cards. For the purposes of this section, a major building is defined as a building having 750 or more square feet of gross floor area.

Cards of multiple major building properties together with plot plans or land maps shall be assembled in a standard file folder properly labeled.

3. **Additional Supplies:** All forms used in this PROJECT shall be subject to approval by the ASSESSOR as to format, design, content, shape, size, color, quality and quantity, and shall further be subject to approval by the Secretary of the Office of Policy and Management as required by the Maine General Statutes.
  
4. **Records are TOWN Property:** The original or a copy of all records and computations including machine readable data bases made by the COMPANY in connection with any appraisal of property for this PROJECT shall, at all times, be the property of the TOWN and upon completion of the PROJECT or termination of this CONTRACT by the TOWN, shall be left in good order in custody of the ASSESSOR. Such records and computations shall include, but not be limited to: (1) tax maps; (2) land value maps; (3) materials, wages and cost investigations and schedules; (4) data collection cards (listing cards), property record cards (field cards) with property valuations and separate sketch cards or plot plans, if necessary; (5) digital photos, (6) sales data; (7) income, expense and capitalization rate data; (8) depreciation tables; (9) computations of land and building values; (10) all forms of correspondence including letters or memoranda to individuals, corporations, property owners, or groups of organizations explaining the revaluation, or assessments or appraisal methods used in this TOWN or on this PROJECT; (11) duplicate "Notices of Assessment Change", (12) duplicate of hearing determination notices.
  
5. **ASSESSOR'S Records:** The COMPANY shall use a system approved by the ASSESSOR to accurately account for all records and maps which may be taken from the files of the ASSESSOR in connection with this PROJECT. All such records and maps shall be returned immediately. None of the ASSESSOR'S records shall be taken outside the corporate limits of the TOWN without prior written permission of the ASSESSOR.

The existing database in the ASSESSOR'S administrative computer system will be provided through The TOWN. The COMPANY will do all input of all field inspection information on site at the office space provided by the TOWN. The ASSESSOR'S staff will be trained in this process by the COMPANY during the revaluation process. A schedule of training time will be developed by the ASSESSOR and the COMPANY.

6. **Sales Analysis:** The COMPANY shall conduct an analysis of all sales which occurred from at least April 1, 2022 through at least April 1, 2025 (*or such other reasonable period as deemed necessary by the ASSESSOR*). These sales shall be reduced to appropriate units of comparison and segregated into the following major categories: vacant residential land, vacant commercial land, vacant industrial land, residential condominiums, commercial condominiums, residential properties, commercial properties, apartment properties and industrial properties.

Further subcategory breakdown such as ranch, split level, cape, retail, office, gas station, etc. will also be required. No values shall be set until such an analysis is presented to, reviewed by and accepted by the ASSESSOR. The ASSESSOR is to approve final market adjustments.

E. **ASSESSMENT NOTICES:** A notice shall be sent, at COMPANY'S expense, by first class mail, to each owner of record as of April 1, 2025, setting forth the old assessment of land and buildings as well as the new valuation that has been placed upon the property identified in the notice. The notice shall be prepared in duplicate and conformity with the Maine General Statutes. The duplicate copies will be arranged in map lot sequence and shall be left with the ASSESSOR.

Further, information specifying the dates, times and place of the informal public hearings, with an explanation of the purpose of a revaluation and how assessments were determined will be enclosed. Such notices and information shall be subject to approval by the ASSESSOR.

F. **INFORMAL HEARINGS:** The COMPANY shall hold informal hearings, at such times and at such locations as the ASSESSOR may specify, so that owners of property, or legal representatives of owners may appear at appointed times to discuss with qualified members of the COMPANY'S staff, the assessed valuations of their property. The COMPANY'S personnel shall explain the manner and methods of arriving at value. Informal hearings, at the discretion of the ASSESSOR, may be held on week nights and Saturdays as well as during business hours. The COMPANY, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient qualified personnel certified by the State of Maine and approved by the ASSESSOR to handle said hearings expeditiously and fairly.

The COMPANY shall request that each person(s) or their legal representative who appears at a hearing, to sign a form indicating whether the COMPANY shall reinspect the property/properties being discussed, such decision to reinspect to be at the reasonable discretion of the COMPANY. Any such reinspection shall be made as soon as possible. This form shall be approved by the ASSESSOR and provided by the COMPANY. The completed and signed forms shall be turned over to the ASSESSOR at the conclusion of the hearings.

Any information offered by the taxpayer shall be given consideration, and adjustments shall be made where warranted. The COMPANY shall, at its expense, in person or by first class mail, notify in writing each taxpayer who has appeared at an informal hearing of the results of that hearing, whether the assessment has been changed or not. The content and form of such notices shall be subject to the prior approval of the ASSESSOR. Such notice shall include: 1) the adjusted assessment, or (2) a statement that no change is warranted.

G. **BOARD OF ASSESSMENT REVIEW:** The COMPANY shall have a qualified staff member, available for attendance at any deliberations of the Board of Assessment Review next to be held after the completion of the revaluation, Sundays excluded, to explain the valuations made. Such availability and attendance shall not be required after the date, including extensions as provided by statute, for the completion of the duties of the Board of Assessment Review on the April 1, 2025 Grand List.

H. LITIGATION: In the event of appeal to the courts or appeals boards, the COMPANY shall furnish a competent witness or witnesses. Any such witness is subject to the approval of the ASSESSOR. It is understood that the COMPANY shall furnish said witness or witnesses on any appeal action instituted on the April 1, 2025 Grand List until final adjudication.

The COMPANY shall cooperate with the TOWN at the TOWN'S place of business, by providing assistance, any necessary documentation or narrative appraisal reports, to fully explain valuations determined in this PROJECT.

1. It is understood that each BID PROPOSAL shall include in the base BID PROPOSAL five (5) person days for pretrial meetings with an attorney representing the TOWN, for court/appeal board appearance, or for appraisal report preparation. Such meetings or such appearances of less than three hours attendance on any given day shall equal one-half person day. Such meetings or such appearances of three hours or more on any given day shall equal one full person day.

2. As part of the BID PROPOSAL the COMPANY shall indicate the amount billable to the TOWN per person day (as defined above) in excess of the five (5) person days required to be included in the BID PROPOSAL.

I. INFORMATION TO ASSESSOR: The COMPANY shall give to the ASSESSOR any and all information requested pertaining to the revaluation work for a period of one year after completion of the duties of the Board of Assessment Review on the April 1, 2025 Grand List, without further cost to the TOWN.

Throughout the PROJECT, the COMPANY shall satisfy all requests made by the TOWN for information as to the COMPANY'S planned work schedule for the PROJECT, personnel employed on the PROJECT, appraisal methods and procedures utilized, and the status of the work. Written periodic progress reports are required throughout the duration of the PROJECT, commencing thirty (30) days from the date the CONTRACT is signed.

J. APPRAISAL SCHEDULES: The COMPANY shall supply and leave for the TOWN, not less than four (4) copies of all PROJECT appraisal schedules. Appraisal schedules are all tables, factors, models and model descriptions which were employed in the PROJECT to process value estimates as required in the section of this CONTRACT entitled "Appraisal Specifications". A draft copy of these appraisal schedules shall be turned over to the ASSESSOR upon approval of the schedules by the ASSESSOR. These schedules shall be in the form of a bound manual and will be the same schedules used in the CAMA system.

K. OFFICE SPACE: The TOWN shall furnish to the COMPANY sufficient office space in the TOWN HALL to carry out the terms of this CONTRACT.

L. OFFICE EQUIPMENT: The COMPANY shall provide all necessary office equipment including computers, printers, and filing cabinets for the project records.

M. MAIL: For any mail the Company is required to send in conjunction with this



CONTRACT or CONTRACT SPECIFICATIONS, it is the responsibility of the TOWN to investigate all returned mail for updated name or address and to re-mail such mail.

## **V. APPRAISAL SPECIFICATIONS**

A. **GENERAL:** The COMPANY shall calculate a value estimate for each parcel that will be comprised of 1) land value, 2) building value, 3) other improvement value and 4) total value.

A valuation pretest will be performed during the development of cost schedules, market adjustments, income, expense and capitalization factors. The pretest will involve the selection of representative sample properties, at the discretion of the ASSESSOR, for processing through CAMA calculations and for review in the field. This pre-test review may then result in further refinement to the components used in value calculations. In addition to this pretest, all appraisals will be reviewed by the ASSESSOR and market data which becomes available during the time up through April 1, 2025 will be considered and tested against value estimates for the PROJECT. The end result of this value testing process will be the unit land values, the cost schedules, the market modules, the comparable sale selections and adjustment factors, the market rent, market expense and capitalization factors approved by the ASSESSOR for the reappraisal and revaluation of real property in the TOWN.

B. **APPRAISAL OF LAND:** The COMPANY shall appraise all land within the TOWN: residential, commercial, industrial, public utility, tax exempt or any other land whether vacant or improved. All valuations are subject to the approval of the ASSESSOR.

1. **Land Value Study:** Land shall be valued on the basis of an analysis of sales data as specified in the section of these CONTRACT SPECIFICATIONS entitled "Sales Analysis". The analysis and application of sales data shall be governed by procedures and techniques commonly used in the appraisal of land and shall be approved by the ASSESSOR.

The COMPANY shall make a careful investigation of this data and shall verify sales of property within the TOWN. All factors affecting the value of land shall be considered such as location, zoning, access, topography, soil conditions, size, shape, view, utilities, vacancy, etc.

Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations shall be entered on the property record card (field card).

2. **Land Value Units:** The COMPANY shall prepare land unit values by square foot, acreage, or fractional acreage, whichever in the judgement of the ASSESSOR most accurately reflects the market for the appraised land. All necessary tables and charts shall be developed by the COMPANY for the valuing of land. These charts shall be prepared according to standard appraisal practices and subject to the approval of the ASSESSOR.

3. **Neighborhood Delineation:** After consideration of all appropriate factors, the COMPANY shall, with the cooperation and approval of the ASSESSOR, 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. This neighborhood code shall be recorded and maintained in the computer database and on property record card (field card) for each property.

4. **Land Value Inspection:** The COMPANY shall make a physical inspection of each plot of land from the public way and make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shape or any other factor which may detract from or enhance the value of the land. Land valuation computations shall be entered on the property record card (field card).

#### C. APPRAISAL OF RESIDENTIAL BUILDINGS & STRUCTURES

1. **Data Collection:** The ASSESSOR will designate the COMPANY to view by physical inspection all real property in the TOWN OF FARMINGTON for this revaluation PROJECT in compliance with Maine General Statutes.

The COMPANY shall make a listing of physical construction details of all the structural improvements pertinent to residential property in the TOWN, on data collection cards (listing cards) for entry into the CAMA database. Details of all structural improvements also are to be listed on the property record cards (field cards). Digital photos of each principle structure are to be entered into the CAMA database,

a. **Interior Inspection:** The COMPANY shall guarantee to make a careful inspection of the complete interior of at least ninety five percent (95%) of the property in the TOWN excluding those wherein the owner refuses permission to inspect.

Properties whose owners have not answered notification letters requesting an appointment for inspection will also be excluded from the total number of properties in computing the ninety five percent (95%) figure.

For each property above the allowable five percent (5%), which is not inspected in accordance with these CONTRACT SPECIFICATIONS, the ASSESSOR may assess a penalty of twenty dollars (\$20.00) to be deducted from the contract price.

b. **Verification:** The Lister shall have each interior inspection verified, including the date of the inspection, by having an adult owner or resident of each building or dwelling unit sign the data collection card (listing card).

c. **Entrance Refused:** When entrance to a building for an inspection is refused, the Lister shall make note of the fact and within two (2) working days notify the ASSESSOR of the fact 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 ASSESSOR shall review each such case, and the ASSESSOR shall send a letter to the owner of the property to explain the importance of a complete interior and exterior inspection of the property. If the ASSESSOR shall be unable to gain the cooperation for a complete inspection, the ASSESSOR shall so notify the COMPANY, and they shall proceed to estimate the value

of the building on the basis of facts ascertainable without entry and on the basis of an estimate of the interior features and interior condition of the property. The COMPANY shall make adequate notations of the lack of cooperation, and the manner of arriving at value, conspicuously on the property record card (field card).

If the ASSESSOR is not notified, as required above, that entrance was denied at a property, that property will be counted as "not inspected" NOT as "refused". For each property that has refused entry by COMPANY personnel shall not be included in the 5% and no penalty shall apply.

- d. **Lister Identified:** The data collection card (listing card) and the property record card (field card) shall indicate the initials of the lister and date(s) of the listing.
- e. **Call Backs:** Where necessary the COMPANY shall make one (1) call back, of which must be on a weekday between 5:00 PM and 8:00 PM, or on a Saturday. Time and date of call back shall be noted on the data collection card (listing card) and on the property record card (field card) by the lister making the call back.
- f. **Notification Letter:** If after one (1) call back, contact was not established with a property owner, a notification letter (approved by the ASSESSOR) shall be mailed at the COMPANY'S expense, notifying the property owner that the representatives of the COMPANY were not able to make contact, and request that within a prescribed time limit the property owner contact the COMPANY, by telephone or by mail, for alternative arrangement for the inspection of the property. If the property owner does not arrange for and keep an appointment for interior and exterior inspection of the property by the COMPANY within the prescribed time limit, it shall be considered a refusal.
- g. **Status Reports:** The COMPANY must provide the ASSESSOR with bi-weekly status reports as to the percentage of interior inspections with signatures that have been obtained in relationship to the total number of properties that have been inspected.

## 2. **Exterior Inspection:**

- a. The perimeter of all buildings and improvements shall be measured.
- b. All buildings and improvements shall be measured to the nearest foot. (Six (6) inches or less should be rounded down; greater than six (6) inches should be rounded up.)
- c. An outline sketch, prepared to scale, shall be made.
- d. Physical data of the land parcel shall be recorded in the field.

3. **Review:** All properties shall be reviewed in the field, by the COMPANY'S personnel certified as reviewers, as previously prescribed in these specifications. The Properties shall be reviewed for correct listing of information, classification or for final value and to assure that they are correlated to comparable properties. The ASSESSOR shall be

notified of the dates of reviewing and may accompany the reviewers during any phase of the revaluation PROJECT.

4. **Data Mailer:** Taxpayers must play an important role in monitoring the quality of the project. The COMPANY, at its expense, must send mailers to owners of each parcel of property. The format of these mailers and the schedule of mailings are subject to the approval of the ASSESSOR. Mailers must consist of a selected property description as collected, and a cover letter (approved by the ASSESSOR), which explains the purpose and content of the mailer. The mailers for parcels in the residential category shall include, but not be limited to, the following:

Property type classifications, Utilities, Zoning, Parcel size, Building style, Exterior wall material, Total number of rooms, Number of baths, Heating, Basement type, Year built, Number of fireplaces, Garage type, Central air conditioning, Latest sale price & date.

Notification by mail will be sent to each owner of a property in all other property classifications. This notification shall state the place and time that the data items collected on his/her parcel may be reviewed. Or, data mailers approved by the ASSESSOR may be used for such other property categories as well.

Property owners will be asked to examine the data mailer and make any changes to the mailer, which may be incorrect. They should then, at their own expense, return this mailer to the Contractor. The Contractor must respond to all responses citing errors in data and correct all actual errors.

5. **Pricing and Valuations:**

- a. **April 1, 2025 Fair Market Value:** Pricing and valuation of all land, buildings and improvements must reflect the fair market value as of April 1, 2025, and shall be done from and in accordance with the previously approved manuals and schedules. (Fair market values shall be rounded to the nearest hundred.)
- b. **FINAL VALUATION:** The final valuation of any property in the TOWN shall be the fair market value of the land, buildings and other improvements as they exist on April 1, 2025.

The final valuation will be determined after a correlation of 1) replacement costs of the buildings and improvements, less depreciation from all causes plus the market value of the land, 2) comparable sales approach and 3) income approach where applicable.

- c. **Preliminary TOWN Acceptance:** Prior to the mailing of the assessment notices, the COMPANY'S project manager (supervisor) will review the final values, computed by the COMPANY, with the ASSESSOR to ensure that the ASSESSOR is prepared to accept the COMPANY'S work. The ASSESSOR will make the final judgement on the final value. If deemed to be unacceptable, the values will be revised by the COMPANY as required or specified by the ASSESSOR.

6. **Sales-valuation Analysis:** Sales-valuation analysis of residential properties shall be performed as a means of substantiating the values derived. The analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. This analysis shall include, at a minimum, sales valuation ratios, the median ratio, the weighted mean, the range and the coefficient of dispersion.

All sales that are part of the sales analyses shall be verified. A sales assessment analysis with these same factors and measures shall also be done for all sales and in each neighborhood. Any additional request for sales analyses by the ASSESSOR shall also be performed.

D. **APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, EXEMPT & SPECIAL PURPOSE PROPERTIES:**

1. **General:** All commercial, industrial, public utility, exempt, and special purpose buildings and improvements shall be inspected, classified, priced, valued and reviewed in the same manner as residential properties as set forth above, except that the height of the building shall also be measured and recorded on data collection card (listing card) and the property record card (field card).

2. **Description:** All buildings shall be identified and described as to component parts of construction, size, area, age, usage, and present occupant(s).

3. **Income Approach:** Income and expense data gathered, shall be utilized by the COMPANY for income producing properties. Any income and expense data with accompanying summary reports and rent schedules shall become property of the TOWN. All information filed and furnished with the report shall not be a public record and is not subject to the provisions of Freedom of Information of the Maine General Statutes. From these returns and other data sources, the COMPANY will establish market or economic rent and expenses for income producing properties.

The COMPANY shall also develop capitalization rates by investigating sales and income data. Rates shall be established for various classes of property. When theories, factors and methods have been approved by the ASSESSOR, the COMPANY shall make appraisals including the income approach in accordance with the Maine General Statutes.

The COMPANY shall be responsible for the collection of the income and expense data reports.

4. **Yard Improvements:** All yard improvements shall be listed and valued separately. The location of yard improvements shall be noted with the sketch or on a plot plan.

5. **Fixed Equipment:** All fixed machinery and equipment serving a building and taxable as real estate shall be listed within that building and priced in accordance with procedures as outlined in the applicable price schedule. If a question exists whether certain machinery or equipment is taxable as real estate, the COMPANY shall bring that question to the attention of the ASSESSOR and be bound by the ASSESSOR'S determination.

Any item, which might be considered an item of personal property, yet is included in the valuation of the building, the ASSESSOR shall be notified in writing and it shall be separately listed and described by the COMPANY either on the property record card or separately on another record.

6. **Review:** A final review and inspection shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer shall be competently trained, certified and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building for which the reviewer is responsible for the final value.

7. **Final Review of Values:** The COMPANY'S review appraisers will review in the field all parcels after value generation. The final valuation shall be the Fair Market Value of the land, buildings and improvements as they exist on APRIL 1, 2025. The final valuation will be determined after a correlation of 1) replacement cost of the buildings and improvements, less depreciation from all causes, plus the market value of the land, 2) comparable sales approach, and 3) income approach where applicable.

8. **Preliminary TOWN Acceptance:** Prior to the mailing of assessment notices, the COMPANY'S Project Manager will review the final values, as computed by the COMPANY, with the ASSESSOR, to ensure that the TOWN is prepared to accept the COMPANY'S work. The ASSESSOR will make the final judgement on the final value. If deemed to be unacceptable, the values will be revised by the COMPANY as required or specified by the ASSESSOR.

#### E. CONTROL & QUALITY CHECK

1. **Field Checks:** The ASSESSOR shall spot check in the field, properties picked at random by the ASSESSOR, with or without the appropriate COMPANY supervisor.

2. **COMPANY Quality Control:** The COMPANY shall establish an internal method of quality control to ensure the accuracy of the measuring and listing data. Such method shall be subject to approval of the ASSESSOR.

3. **Building Permits:** The ASSESSOR shall screen and make available to the COMPANY on a timely basis all building permits issued during the course of the revaluation PROJECT to insure that all new construction, additions, improvements, and demolitions will be included in the COMPANY'S appraisals.

4. **Incomplete Construction:** The COMPANY shall deliver to the ASSESSOR a computer listing by property location for all property cards which have incomplete improvements on April 1, 2025. Notations will be made on the property record explaining the improvement that is incomplete. The card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of April 1, 2025.

## **VII. TRANSMITTAL OF RECORDS TO THE ASSESSOR**

Regular periodic delivery of appraisals, as completed, and in accordance with the schedule provided in the section of these CONTRACT SPECIFICATIONS entitled "Completion Dates", shall be made to the ASSESSOR for his/her review. All completed and corrected records shall be turned over to the ASSESSOR prior to the project completion date. Property data, and/or appraisals and records shall not be made public until after the assessment notices are mailed, except to the extent public access may be compulsory under the provisions of applicable law.

## **VIII. RESPONSIBILITY OF TOWN**

A. NATURE OF SERVICE: It is clearly understood and agreed that the services rendered by the COMPANY are in the nature of assistance to the ASSESSOR and all decisions as to proper valuations, taxable or tax exempt status shall rest with the ASSESSOR. The COMPANY shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper valuations and shall not undervalue or overvalue any land, building or other property to avoid or to minimize its responsibilities as outlined in these CONTRACT SPECIFICATIONS. With regard to viewing all real property in the TOWN by physical inspection in the conduct of this revaluation PROJECT, the ASSESSOR will designate the COMPANY to view by physical inspection all real property in the TOWN in compliance with Maine General Statutes.

B. COOPERATION: The ASSESSOR, TOWN, and its employees will cooperate with and render all reasonable assistance to the COMPANY and its employees in the course of this PROJECT.

C. ITEMS FURNISHED OR MADE AVAILABLE BY TOWN TO THE COMPANY: The TOWN shall furnish, or make available, the following:

1. Maps: The TOWN shall furnish one set of TAX MAPS showing streets, property lines, and parcel identification numbers.
2. Lot size and Dimensions: The TOWN will make available lot sizes and total acreage to the COMPANY of all property from current property record cards or the current computer data base (subject to the provisions of the section in these CONTRACT SPECIFICATIONS entitled "ASSESSOR'S Records").
3. Zoning: The TOWN will furnish one (1) set of the current TOWN zoning regulations and a zoning map.
4. CAMA Database & CAMA Software: The ASSESSOR will make available to the COMPANY the current CAMA database and CAMA Software.
5. Property Transfers: The TOWN shall notify the COMPANY, on a regular basis, of property splits and transfers occurring after the initial establishment of the COMPANY'S database for this information. The COMPANY shall update its records in accordance with this notification.

6. Introduction: The ASSESSOR shall furnish letters of introduction and authority to inspect real estate in the TOWN. The ASSESSOR shall sign the photo ID cards provided by the COMPANY for its employees for this PROJECT.
7. Signing of Communications: The ASSESSOR shall sign for the TOWN communications to be mailed at the COMPANY'S expense for the purpose of contacting a property owner for inspection of the property or for such other purpose as is determined appropriate by the ASSESSOR.
8. Mailing Address: The TOWN shall furnish through the ASSESSOR'S Office the current mailing address of all property owners.
9. Magnetic Tape: The TOWN shall furnish the COMPANY with a CD (or other appropriate computer medium) containing the information currently on the TOWN'S Grand List.
10. Office Space: The TOWN shall furnish to the COMPANY sufficient office space in the TOWN HALL to carry out the terms of this CONTRACT.
11. Computer Hardware: All work will be performed on the COMPANY'S hardware, which the COMPANY will use for the duration of the project. 2 - 3 PC's shall be made available to the COMPANY along with a laser-jet printer.

#### **IX. RESPONSIBLE TO THE ASSESSOR**

It is understood and agreed that the reappraisal of properties covered by this agreement shall conform to the procedures and technical requirements of the ASSESSOR and, at least bi-weekly, the COMPANY'S Project Manager (Supervisor) and ASSESSOR shall discuss the progress and various other details of the PROJECT. At this bi-weekly discussion, written "PROGRESS REPORTS" shall also be submitted prior to making any payment due the COMPANY. These discussions may be scheduled to occur more frequently if it is found to be necessary by the ASSESSOR.