

FINANCE COMMITTEE AGENDA

September 19, 2016

(Immediately Following Government Operations)

1. Bids/Purchasing

- a. Plow Equipment & Truck Body – Public Works – HP Fairfield - \$66,545
- b. Tandem Axle Cab & Chassis – Public Works – Daigle & Houghton - \$77,775
- c. Roof Repairs Parks & Rec Center – Parks & Rec - Roof Systems of Maine - \$17,995
- d. Multiple Vehicles – Public Works – Darlings Automall - \$61,628
- e. Underground Pipe Modifications & Valve Pit – Airport – Sullivan & Merritt - \$73,500
- f. Request to Waive Bid Process – Deicing Building Furnace – Airport
- g. Review of Revised Procurement Policy

2. School Department Request to Appropriate Capital Reserve Funds

3. Utility Billing Update

4. Request to Write off Taxes – 12 K Street Birch Hill Estates

5. City Assessor Review of 2017 Commitment Report

6. Executive Session – 1 MRSA Section 405 (6)(E) – Workers Compensation Settlement

7. Open Session – Workers Compensation Settlement Recommendation



CITY OF BANGOR AWARD RECOMMENDATION

BID ITEMS: Plow Equipment & Truck Body

DEPARTMENT: Public Works

BUDGET AMOUNT: 180,000 **AMOUNT OF AWARD:** 66,545

ACCOUNT NUMBER: 7706-91001150

VENDOR(S) RECOMMENDED: HP Fairfield

Past Experience with Vendor : **Excellent** **Good** **Fair**
 Poor **None**

OTHER COMMENTS:

This bid is combined with the next item to complete a plow truck. The cab and chassis will be delivered to HP Fairfield where the body and plow equipment will be added. The budgeted amount is to fund both components (the total price is below the approved budgeted amount). Recommendation is to award the contract to the sole bidder, HP Fairfield, in the amount of \$66,545.

City of Bangor Bid Tabulation

Bid: Plow Equipment & Truck Body 2016

Bid Opening: 9/7/16

**HP Fairfield
Skowhegan, Me**

Item	Description	Qty	Total Price
1	Plow Equipment & Truck Body	1	\$66,545
	Plow:		American 3911 PISA
	Body:		Lanau SHD12 4254
	Hydraulics:		Rexroth
	Estimated Time of Delivery Following Reciept of Order:		8 weeks



CITY OF BANGOR AWARD RECOMMENDATION

BID ITEMS: Tandem Axle Cab & Chassis

DEPARTMENT: Public Works

BUDGET AMOUNT: 180,000 **AMOUNT OF AWARD:** 77,775

ACCOUNT NUMBER: 7706-91001150

VENDOR(S) RECOMMENDED: Daigle & Houghton

Past Experience with Vendor : **Excellent** **Good** **Fair**
 Poor **None**

OTHER COMMENTS:

This bid is combined with the previous item to complete a plow truck. The cab and chassis will be delivered to HP Fairfield where the body and plow equipment will be added. The budgeted amount is to fund both components (the total price is below the approved budgeted amount). Recommendation is to award the contract to the Daigle & Houghton, the second low bidder, in the amount of \$77,775. The price difference between the two low bidders is \$580. After reviewing the differences between the two offers; Daigle & Houghton offer included a fuel heater, brake backing plates and a dash fan, items that were viewed as appropriate to include in the base unit from an operational and maintenance standpoint.

City of Bangor Bid Tabulation
Bid: Tandem Axle Cab & Chassis
Bid Opening: 9/7/16

Item	Description	Freightliner of Maine Bangor, ME	Daigle & Houghton, Inc. Hermon, ME	Daigle & Houghton, Inc. Hermon, ME	O'Connor Motor Company, Inc. Augusta, ME
			Option 1	Option 2	
1	Tandem Axle Cab & Chassis	\$89,695.00	\$92,775.00	\$99,000.00	\$94,111.00
2	Less: Trade- In	\$12,500.00	\$15,000.00	\$15,000.00	\$6,111.00
	Total Bid Amount:	\$77,195.00	\$77,775.00	\$84,000.00	\$88,000.00
	Year/Make/Model	2017 Freightliner 1085D	2017 Western Star 4700SB	2017 International 7400 SBA	2017 Western Star 4700SB
	Estimated Delivery Time After Receipt of Order:	8 weeks	8-10 weeks	12-17 weeks	9 weeks
	Price for Extended Power Train Warranty	\$2,853.00	Varies	Varies	3500
	Length of Warranty:	5 yr/ 100,000 miles	Varies	Varies	5 years



CITY OF BANGOR AWARD RECOMMENDATION

BID ITEMS: Roof Repair - Parks & Rec Center

DEPARTMENT: Parks & Rec

BUDGET AMOUNT: 20,690 **AMOUNT OF AWARD:** 17,995

ACCOUNT NUMBER: 7516-91003250

VENDOR(S) RECOMMENDED: Roof Systems of Maine

Past Experience with Vendor : **Excellent** **Good** **Fair**
 Poor **None**

OTHER COMMENTS:

The City received three responses to this request for bids ranging from \$17,480 to \$17,995. All three bids provided a 2 year warranty on labor, but Roof Systems of Maine also indicated a lifetime warranty on the shingles. While the bid submitted by Roof Systems of Maine was the highest, staff recommendation is to award the contract to them as the price difference of \$515 for the lifetime shingle warranty is an excellent value.

City of Bangor

Bid Tabulation

Bid: Partial Roof Replacement- Parks & Recreation

Bid Opening: 9/14/16

		GR Roofing Co., Inc. Brewer, ME	McLaughlin Builders Medway, ME	Roof Systems of Maine Bangor, ME
Description	Unit	Total Price	Total Price	Total Price
Partial Roof Replacement- Parks & Rec Center	Lump Sum	\$17,480.00	\$17,800.00	\$17,995.00
Warranty:		2 years	2 years	2 year/ shingles-lifetime
Number of Days to Complete upon receipt of P.O.		90 days	2 weeks	30 days



CITY OF BANGOR AWARD RECOMMENDATION

BID ITEMS: Multiple Vehicles

DEPARTMENT: Public Works

BUDGET AMOUNT: 70,000 **AMOUNT OF AWARD:** 61,628

ACCOUNT NUMBER: 7709-91001150

VENDOR(S) RECOMMENDED: Darlings Automall

Past Experience with Vendor : **Excellent** **Good** **Fair**
 Poor **None**

OTHER COMMENTS:

Recommendation is to award contract to Darlings Automall, the low bidder, in the amount of \$61,628.

City of Bangor Bid Tabulation
 Bid: Multiple Truck Bid 2016
 Bid Opening: 9/7/16

			Darling's Automall Ellsworth, ME	Darling's Bangor Ford Bangor, ME	Stoneham Motor Co. Stoneham, MA
Item	Description	Qty	Unit Price	Unit Price	Unit Price
1	Vehicle No. 1- Removed/ Will not be purchased	1	\$30,814.00	\$30,890.00	\$31,615.00
	Year/Make/Model		2017 Ram 2500 Tradesman 4x2 Crew Cab	2017 Ford F250 4x2 Supercab XL	2017 Ford F250 S/C
2	Vehicle No. 2	1	\$30,814.00	\$30,890.00	\$31,615.00
	Year/Make/Model		2017 Ram 2500 Tradesman 4x2 Crew Cab	2017 Ford F250 4x2 Supercab XL	2017 Ford F250 S/C
Total Bid Price:			\$61,628.00	\$61,780.00	\$63,230.00
	Delivery time after receipt of order		8-10 weeks	14-16 weeks	12-14 weeks
	Discount if all vehicles are purchased by your company:		N/A	N/A	N/A



CITY OF BANGOR AWARD RECOMMENDATION

BID ITEMS: Underground Pipe Modification & Valve Pit

DEPARTMENT: Airport

BUDGET AMOUNT: 73,500 **AMOUNT OF AWARD:** 73,500

ACCOUNT NUMBER: 8505-91001100

VENDOR(S) RECOMMENDED: Sullivan & Merritt

Past Experience with Vendor : **Excellent** **Good** **Fair**
 Poor **None**

OTHER COMMENTS:

The recommendation is to award the contract to Sullivan & Merritt, the sole bidder, in the amount of \$73,500.

City of Bangor Proposal Tabulation

Bid: Underground Fuel Pipe Modifications & Construct Concrete Valve Pit

Bid Opening: 9/8/16

		Sullivan & Merritt Hermon ME	
Item	Description	Total Price	Total Price
G-001	Special Work Requirements	\$10,500.00	
G-002	Underground Fuel Pipe Modifications	\$28,600.00	
G-003	Concrete Valve Pit	\$34,400.00	
	Total Bid Price:	\$73,500.00	\$0.00



To: Finance Committee

Deb. Cyr, Finance Manager

Catherine Conlow, City Manager

Tony Caruso, Airport Director

From: Robbie Beaton, Superintendent of Operations

Re: Request to Waive Bid Process – New De-Icing Building Furnace

Date: 9/14/16

Airport is asking finance committee approval to waive the bid process regarding purchasing a furnace to heat the new de-icing building. This item was included in the bid specifications for the successful bidder to provide and install, however, the bid was in excessive of the budget, so one cost saving measure, was to remove this line item from JM Brown's bid for a credit of \$29,000.00. In turn, the Airport will purchase a Thermo Cyclor furnace directly from the manufacturer for \$12,132 and install the unit with our own work force, in effect generating a cost savings of approximately \$16,868. As this unit will be utilized in a hangar, there are a number of reasons why this unit has been our preferred unit which are summarized below:

- We currently have the Thermo Cyclor installed in a few hangars and it has performed exceptionally well.
- We haven't seen any other company manufacturer a similar type furnace. Secondly, this is the furnace we requested in the bid specifications.
- The Thermo Cyclor is designed to heat large spaces very efficiently, it keeps recycling the same heated air over and over by re-circulating the same air throughout the space. Not much make-up air is required or drawn in during heating periods. Re-heating the space after doors have been opened is extremely fast.
- It requires less floor space, the unit base size is only 45" x 45" x 11'-1" high.
- The Thermo Cyclor will run on heating oil, propane and natural gas.

Funding for this project is available due to the savings on the fuel truck lease. Staff recommendation is to waive the bid process.

To: Finance Committee
From: Paul Nicklas
Laurie Linscott
Debbie Cyr
Date: September 15, 2016
RE: Revisions to Procurement Policy

In 2013, the City of Bangor became a direct recipient of Federal Transit Administration funding for the Community Connector. Since then, the City has been working to bring its procedures into compliance with FTA rules.

The proposed changes to the procurement policy are proposed to allow the City to meet FTA regulations for purchasing any time FTA funds are used in a purchase. The proposed revisions focus on ensuring competitive bidding processes when possible, and are generally complementary to, rather than conflicting with, the City's current procedures.

A copy of the revised policy has been included. Staff is recommendation is to recommend passage of the revised Procurement Policy to the City Council.

CITY OF BANGOR

PROCUREMENT
POLICY

as adapted

from

The Model Procurement Ordinance
for Local Governments

By

The American Bar Association

in cooperation with

The National Institute of Governmental
Purchasing

Adopted by the Bangor City Council
January 10, 1994

Revised June, 1997

Revised October 27, 2003

Revised March 28, 2011 (CO11-110)

Revised October 24, 2011 (CO11-313)

Revised September 2016

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ARTICLE 1 GENERAL PROVISIONS

Part A - Purpose and Application

1-101 Purpose.

The Purpose of this Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by the City of Bangor, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

This policy is also intended to ensure that City of Bangor complies with Federal Transit Administration (FTA) standards to ensure full and open competition consistent with:

- FTA Circular 4220.1F "Third Party Contracting Guidance" or latest version thereof;
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (referred to now as the "Super Circular" and which replaced and consolidated OMB Circulars A-87, A-102, A-110, A-122, and A-133);
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 1201, which replaces 49 CFR parts 18 and 19

Purchases made with any FTA funds for the transit program must follow the specific FTA requirements as outlined in this Policy. Purchases made with local funds only and for purposes other than transit may follow the City of Bangor's requirements.

1-102 Application.

1. This Policy applies to contracts for the procurement of supplies, services, and construction, entered into by the City of Bangor after the effective date of this Policy, unless the parties agree to its application to contracts entered into prior to the effective date. It shall apply to every City of Bangor expenditure irrespective of the source of the funds. When the procurement involves the expenditure of Federal assistance or contract funds, such as with the Federal Transit Administration and Community Development Block Grant Program (See Article 14), the procurement shall be conducted in accordance with any mandatory applicable Federal law and regulations. Nothing in this Policy shall prevent any City department from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.
2. Prohibited Practices for FTA Funded Procurements:
Solicitations with requirements that contain features that unduly restrict competition may not be used. City of Bangor shall not:
 - Impose unreasonable business requirements for bidders or offerors.
 - Impose unnecessary experience requirements for bidders and offerors.
 - Use prequalification procedures that are restrictive of competition.

- Make a noncompetitive award to any person or firm on a retainer contract with City of Bangor, if that award is not for the property or services specified for delivery under the retainer contract.
- Impose unreasonable restrictive bonding requirements on bidders and offerors in excess of FTA and state requirements.
- Specify only a "brand name" product without allowing offers of an "equal" product, or allowing an "equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable for award.
- Specify in-state or local geographical preferences, or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. The only exception expressly mandated or encouraged by Federal law that may be applicable to City of Bangor is the procurement of Architectural and Engineering (A&E) Services. Geographic location may be a selection criterion in the procurement of A&E services if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.
- Engage in practices that result in organizational conflicts of interest. An organizational conflict of interest occurs when any of the following circumstances arise:
 - Lack of Impartiality or Impaired Objectivity – When the bidder or offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to City of Bangor due to other activities, relationships, contracts, or circumstances.
 - Unequal Access to Information – When the bidder or offeror has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - Biased Ground Rules – When during the conduct of an earlier procurement, the bidder or offeror has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- Support or acquiesce in noncompetitive pricing practices between firms or between affiliated companies.
- Take any arbitrary action in the procurement process.
- Use tag-ons where work is added that is beyond the scope of the original contract.

Part B - Definitions

1-201 Definitions.

- (1) Architect, Engineer and Land Surveying Services. Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State of Maine.
- (2) Brand Name or Equal Specification. A specification limited to one or more items by manufacturers' names or model numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the City of Bangor's requirements, and which provides for the submission of equivalent products.
- (3) Brand Name Specification. A specification limited to one or more items by manufacturers' names or model numbers.
Brand Name Requirement for FTA Funded Procurements:

If used, salient characteristics must be listed so that alternatives can be proposed under Federally funded procurements.

- (4) Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- (5) Change Order. A written order signed by the City Manager, authorizing the contractor to make changes.
- (6) Contract Modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- (7) Construction. The process of building, altering, repairing, improving, or demolishing any structure or building, or other improvements of any kind. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.
- (8) Contract. All types of City of Bangor agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.
- (9) Contractor. Any person having a contract with the City of Bangor or a using agency thereof.
- (10) Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed, including profits.
- (11) Employee. An individual drawing a salary or wages from the City of Bangor, whether elected or not; any noncompensated individual performing personal services for the City or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the City; and any noncompensated individual serving as an elected official of the City.
- (12) Financial Interest.
 - (a) Direct or indirect ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$500 per year, or its equivalent;
 - (b) Direct or indirect ownership of 10% of any property or business to include 10% of the stock of a private corporation; or
 - (c) Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

- (13) Person(s). Any business, individual, union, committee, club, other organization, or group of individuals.
- (14) Price Analysis. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.
- (15) Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.
- (16) Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- (17) Request for Bids (Sealed Bids). All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.
- (18) Request for Proposals/Qualifications. All documents, whether attached or incorporated by reference, utilized for soliciting proposals/qualifications.
- (19) Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- (20) Responsive Bidder. A person who has submitted a bid which conforms in all material respects to the requirements set forth in the request for bids.
- (21) Services. The furnishing of labor, time, or effect by a contractor, not involving the delivery of a specific product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- (22) Specifications. Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.
- (23) Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Part C - Public Access to Procurement Information

1-301 Public Access to Procurement Information.

Procurement information shall be a public record to the extent provided in 1 MRSA Section 401 et. seq. and shall be available to the public as provided in such statute.

1-302 Authorization to Use Electronic Transmissions

The use of electronic media, including acceptance of electronic signatures, is authorized consistent with the City's applicable statutory, regulatory or other guidance for use of such media, so long as such guidance provides for:

- (a) appropriate security to prevent unauthorized access to the bidding, approval and award processes; and
- (b) accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.

ARTICLE 2 - OFFICE OF THE PURCHASING AGENT

2-101 Establishment, Appointment, and Tenure.

- (1) Establishment of the Position of Purchasing Agent. There is hereby created the position of Purchasing Agent, who shall be the City's principal public purchasing official.
- (2) Appointment. The City Manager or his or her designee shall act as Purchasing Agent until or unless the City Council by ordinance shall provide for the appointment of a Purchasing Agent.
- (3) Tenure. The Purchasing Agent shall be appointed to serve an indefinite term and may be removed from office by the City Manager in accordance with City Policy.

2-102 Authority and Duties.

- (1) Principal Public Purchasing Official. Except as otherwise provided herein, the Purchasing Agent shall serve as the principal public purchasing official for the City, and shall be responsible for the procurement of supplies, services, and construction in accordance with this Policy, as well as the management and disposal of supplies.
- (2) Authority. The Purchasing Agent shall have the authority to award bids and/or contracts where the value is \$50,000 or less under the following conditions:
 - (a) funding for the item or service has been approved in the current year budget; and
 - (b) the recommendation is to award to the low bidder; and
 - (c) the City has previous experience with the bidder; and

- (d) where vendors, staff, Councilors or members of the public have not expressed concern/or heightened interest in some form about the item bid or the bid process itself.

All bids or contracts awarded under this section shall be reported to the Finance Committee on a monthly basis.

- (3) Duties. In accordance with this Policy, and subject to the supervision of the City Manager, the Purchasing Agent shall:
 - (a) procure or supervise the procurement of all supplies, services, and construction needed by the City;
 - (b) sell, trade, or otherwise dispose of surplus supplies belonging to the City; and
 - (c) establish and maintain programs for specifications development, contract administration, inspection and acceptance, in cooperation with the departments using the supplies, services, and construction.
- (4) Operational Procedures. Consistent with this Policy, and with the approval of the City Manager, the Purchasing Agent may adopt operational procedures relating to the execution of his/her duties.

2-103 Delegations to Other City Officials.

With the approval of the City Manager, the Purchasing Agent may delegate authority to purchase certain supplies, services, or construction items or used vehicles and equipment to other City officials, if such delegation is deemed necessary for the effective procurement of those items. Procurement guidelines may be waived for the purchase of used vehicles or equipment after coordination with the Purchasing Agent. Written documentation consistent with purchasing guidelines must be available for all such purchases. Purchases of used vehicles or equipment in excess of \$10,000 must be reported to the Finance Committee.

ARTICLE 3 - SOURCE SELECTION AND CONTRACT FORMATION

Part A - Methods of Source Selection

3-101 Competitive Sealed Bidding.

- (1) Conditions for Use. All contracts of the City shall be awarded by competitive sealed bidding except as otherwise provided in Sections 3-102 (Request for Proposals/Qualifications), 3-103 (Contracting for Designated Professional Services), 3-104 (Purchases), 3-105 (Sole Source Procurement), and 3-106 (Emergency Procurements).

(2) FTA Requirements for Sealed Bids:

The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids, is lowest in price. The vehicle through which bids are solicited is an Invitation for Bids (IFB). The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted.

(a) When Appropriate – The sealed bid method of procurement is the preferred method for acquiring products and services that, including construction services, cost greater than \$100,000. The sealed bid method of procurement may also be used for small purchases if it is determined to be appropriate. The sealed bid method of procurement is appropriate if the following conditions apply:

- (1) Precise Specifications – A complete, adequate, precise, and realistic specification or purchase description is available.
- (2) Adequate Sources – Two or more responsible bidders are willing and able to compete effectively for the business.
- (3) Fixed Price Contract – The procurement generally lends itself to a firm fixed price contract.
- (4) Price Determinative – The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
- (5) Discussions Unnecessary – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone.

(b) Requirements for Sealed Bids – The following requirements apply to the sealed bid method of procurement:

- (1) Publicity – The Invitation for Bids must be publicly advertised.
 - i. The Director of Finance shall ensure that sufficient time is allowed to prepare bids before the date of bid opening.
 - ii. Notice of bidding opportunities may be provided in other ways in addition, but not as a substitute, to a published notice. The methods may include, but not necessarily be limited to:
 - a. Direct notice, based on compiled vendor lists or from pre-qualification list, sent to prospective offerors; or
 - b. Use of advertisement by electronic means.
- (2) Adequate Sources – Bids must be solicited from an adequate number of known suppliers.
- (3) Adequate Specifications – The Invitation for Bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.

- (4) Sufficient Time – Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
 - (5) Public Opening – All bids must be publicly opened at the time and place prescribed in the Invitation for Bids.
 - (6) Fixed Price Contract – A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the Invitation for Bids specifically allowed for award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
 - (7) Rejection of Bids – Any or all bids may be rejected if there is a sound, documented business reason.
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- (3) Request for Bids. A request for bids shall include specifications, and all contractual terms and conditions applicable to the procurement.
 - (4) Public Notice. A public notice of the request for bids shall be given no less than seven (7) calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation or posting on the City's website. The public notice shall state the place, date, and time of bid opening.
 - (5) Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the request for bids. The amount of each bid, and such other relevant information as the Purchasing Agent deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Section 1-301 (Public Access to Procurement Information).
 - (6) Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alterations or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the request for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.

Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The request for bids shall set forth the evaluation criteria to be used. No criteria should be used in bid evaluation that are not set forth in the request for bids.
 - (7) Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or electronic notice received in the office designated in the request for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening changes in bid prices may only be allowed if the bid price was based on incorrect information provided by the City. No other changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be

permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- (a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent.
- (8) Award. The contract shall be awarded with reasonable promptness by appropriate notice to the bidder whose bid best meets the requirements and criteria set forth in the request for bids. In the event the bid for a construction project exceeds available funds as certified by the Finance Director, does not exceed such funds by more than five (5) percent, the Purchasing Agent is authorized, when time or economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the request for bids.
- (9) Multi-Step Sealed Bidding. When it is considered impractical to prepare initially a purchase description to support an award based on identified criteria, a request for bids may be issued requesting the submission of unpriced offers to be followed by a request for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

3-102 Request for Proposals/Qualifications.

- (1) Conditions for Use. When the Purchasing Agent determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by use of a request for proposals/qualifications.
- (2) Conditions for FTA Funded Procurements:
When Appropriate – The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than \$100,000 when the nature of the procurement does not lend itself to sealed bidding and City of Bangor expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services, unless it is a Design-Build Procurement. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:
 - (1) Type of Specifications – The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for

discussions or the importance of basing contract award on factors other than price alone are present.

- (2) Uncertain Number of Sources – Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
- (3) Price Alone Not Determinative – Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
- (4) Discussions Expected – Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.

- (3) Public Notice. Adequate public notice of the request for proposals/qualifications shall be given in the same manner as provided in Section 3-101(3) (Competitive Sealed Bidding, Public Notice).
- (4) Evaluation Factors. The request for proposals/qualifications should include all evaluation factors and selection criteria that will be used in the evaluation process. All evaluation factors cited in the request shall be considered equal unless the relative importance of such factors is so noted or assigned to each factor listed in the request for proposal/qualifications.
- (5) Discussion with Responsible Offerors and Revisions to Proposals/Qualifications. As provided in the request for proposals/qualifications, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- (6) Award. Award shall be made to the responsible offeror whose proposal/qualification is determined to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals/qualifications. The contract file shall contain the basis on which the award is made.

3-103 Contracting for Designated Professional Services.

- (1) Procurement of Services. For the purpose of procuring the services of accountants, lawyers, appraisers, construction contract manager, architect, engineer, land surveyor or other professionals Section 3-102 (Request for Proposals/Qualifications) shall be used except as provided under Section 3-105 (Sole Source Procurement) or Section 3-106 (Emergency Procurement)

3-104 Revenue Contracts

- (1) FTA Requirements for Revenue Contracts:
City of Bangor may enter into a revenue contract with a third party to generate revenues in connection with a transit related activity, or to create business opportunities utilizing an

FTA funded asset. Any such said contract opportunity will follow competitive selection procedures and principles outlined herein.

3-105 Purchases.

- (1) General. Any contract costing less than \$10,000 may be made in accordance with the purchase procedures authorized in this Section. Contract requirements shall not be artificially divided so as to constitute a purchase under this Section.
- (2) Purchases costing \$2,000 but less than \$10,000. In so far as it is practical, no less than three businesses shall be solicited to submit written quotations on vendor letterhead. Award shall be made to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record. All pricing information shall be sent directly to the Purchasing Agent.
- (3) Purchases costing over \$500 but less than \$2,000. The Purchasing Agent shall adopt operational procedures for making purchases of \$500 - \$2,000. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service, or construction being purchased; further, such operational procedures shall require the preparation and maintenance of written records adequate to document the competition obtained, properly account for the funds expended, and facilitate an audit of the purchase made.
- (4) Purchases costing up to \$500. Purchases of up to \$500 may use a single selection, after contact, based on reasonable price, stock availability and delivery requirements.
- (5) Purchase Thresholds for FTA Funded Procurements:
Requirements applicable to micro-purchases (\$3,000 or less):
 - (1) Competition not required,
 - (2) Must document determination that price is fair and reasonable and how the determination was derived,
 - (3) Prohibit splitting of procurements to avoid competition, and
 - (4) When competition is not obtained, require equitable distribution among qualified suppliers.

Requirements applicable to small purchase threshold (from \$3,000 to \$100,000):

- (1) Must obtain price or rate quotations from an adequate number of qualified sources, and
- (2) Document file that price is fair and reasonable.

Required Competition

Price or rate quotations must be obtained from an adequate number of qualified sources. It is the responsibility of City of Bangor to ensure that an adequate number of quotations, bids, or proposals are received.

Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the small purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBE, small and minority firms and women's business enterprises in City of Bangor Federally-assisted procurements.

Documentation

Every small purchase must be documented in the grantee's written procurement history file. Contracts above the small purchase threshold must contain remedies for breach of contract. Contracts in excess of \$10,000 must have termination for cause and termination for convenience provisions.

Requirements applicable for large purchase greater than \$100,000:

Definition: Large purchases are those purchases of products and services that cost greater than Formal Threshold or the Federal threshold of \$100,000.

Large purchases must be made through the formal methods found in other sections of this policy. See, e.g., sections 3-101, 3-106.

City of Bangor reserves the right to use formal purchase methods instead of the micro-purchase or small purchase methods described herein, even if small purchase thresholds are met, if the Director of Finance believes it is in the best interests of the City of Bangor to do so.

3-106 Sole Source Procurement.

- (1) A contract may be awarded without competition when the Finance Committee determines after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Purchasing Agent or respective department head shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification of each contract file.
- (2) Sole Source Requirements for FTA Funded Procurements: *Note: Change Orders beyond the scope of the contract are treated as Sole Source Procurements
When City of Bangor requires products or services available from only one responsible source, and no other products or services will satisfy its requirements, City of Bangor may make a sole source award with the prior approval of FTA or if otherwise allowed by the conditions below. Note that while the City of Bangor may contact FTA for prior approval, this approval is not required. In addition, when City of Bangor requires an existing

contractor to make a change to its contract that is beyond the scope of that contract, City of Bangor has made a sole source award that must be justified. Sole source awards are only appropriate when one of the following conditions apply:

(a) Unique Capability or Availability – The products or services are available from a single source if one of the conditions described below is present:

- (1) Unique or Innovative Concept – The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to City of Bangor only from one source and has not in the past been available to City of Bangor from another source.
- (2) Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition.
- (3) Substantial Duplication Costs – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
- (4) Unacceptable Delay – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling City of Bangor needs.

(b) Procurement by noncompetitive negotiation may be used only when the award of a contract is not feasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances exists:

- The item is available only from a single source;
- A public urgency or emergency for the item exists which will not permit a delay resulting from competitive solicitation;
- FTA authorizes noncompetitive negotiations;
- After solicitation of a number of sources, competition is determined inadequate; or
- The item is an associated capital maintenance item as defined in 49 USC 5307(a)(1) et seq. that is procured directly from the original manufacturer or supplier of the item to be replaced. The grantee must first certify that such manufacturer or supplier is the only source for the item and the price of the item is no higher than the price paid for item by like customers; and
- Cost analysis, *i.e.*, verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of cost and profit, is required.

(c) Single Bid or Proposal – Upon receiving a single bid or proposal in response to a solicitation, City of Bangor should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

- (1) Adequate Competition – Competition is adequate when the reasons for a single response were caused by conditions beyond City of Bangor control.
 - (2) Inadequate Competition – Competition is inadequate when the reasons for a single response were caused by conditions within City of Bangor control.
- (d) Unusual and Compelling Urgency – City of Bangor may limit the number of sources from which it solicits bids or proposals when City of Bangor has such an unusual and urgent need for the products or services that City of Bangor would be seriously injured unless it were permitted to limit the solicitation. City of Bangor may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the products or services.
- (e) Authorized by FTA – City of Bangor may request permission from FTA to allow it to use noncompetitive proposals for a particular procurement.
- (f) Procurement Procedures – The following requirements apply when City of Bangor completes a procurement utilizing less than full and open competition:
 - (1) Potential Sources – City of Bangor must solicit offers from as many potential sources as is practicable under the circumstances.
 - (2) Sole Source Justification – City of Bangor must justify all sole source procurements in writing. Sole source procurement justifications must describe the reasons for why a sole source procurement is appropriate, state which of the authorized justifications listed in 3-106(a)-(e) are applicable, include a cost analysis and be signed by the Director of Finance. If City of Bangor decides to solicit an offer from only one source, City of Bangor must justify its decision in writing. The written justification must include the same elements as a sole source justification except that it must state which of the authorized justifications listed in 3-106(a)-(e) are applicable to the sole source purchase.
 - (3) Cost Analysis – City of Bangor must prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits. A price analysis shall not be adequate to justify a sole source purchase.

3-107 Emergency Procurements.

Notwithstanding any other provisions of this Policy, the Purchasing Agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification of the contract file.

3-108 Tie Bids.

Tie bids shall be resolved by the drawing of lots or the flip of a coin. Such tie breaking procedures shall be performed by the Purchasing Agent in the presence of one or more witnesses and reported to the Finance Committee.

3-109 Cancellation of Request for Bids or Requests for Proposals/Qualifications.

A request for bids, a request for proposals/qualifications, or other solicitation may be canceled, or any or all bids or proposals/qualifications may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interest of the City. The reasons therefor shall be made part of the contract file.

Each solicitation issued by the City shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the City.

Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation of any future procurement of similar items.

Part B - Qualifications and Duties

3-201 Responsibility of Bidders and Offerors.

- (1) Determination of Nonresponsibility. If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. Any grounds which would give the City the right to demand adequate assurance or due performance as to an awarded contract under 11 MRSA §2-609 shall be deemed adequate grounds for a determination of nonresponsibility under this section. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the contract file and be made a public record.
- (2) Responsibility Determination Requirements for FTA Funded Procurements:
Before selecting a contractor for award, the recipient must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See additional information in Section 6-105 regarding Debarment or Suspension.

3-202 Cost or Price Analysis.

- (1) A cost analysis or a price analysis, as appropriate, shall be conducted prior to award of the contract other than one awarded under Section 3-101 (Competitive Sealed Bidding).
- (2) Independent Cost Estimates for FTA Funded Procurements:
For every procurement over the micro-purchase threshold, City of Bangor shall make a written independent estimate of cost prior to receiving price quotes, bids or proposals.
- (3) Cost or Price Analysis for FTA Funded Procurements:
City of Bangor shall perform a cost or price analysis in connection with every procurement action above the Federal small acquisition threshold, including contract modifications.

Price Analysis:

If City of Bangor determines that competition was adequate, a written price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price.

Cost Analysis:

City of Bangor must perform or obtain a cost analysis when:

- (a) A price analysis will not provide sufficient information to determine the reasonableness of the contract cost.
- (b) When the offeror submits elements of the estimated cost.
- (c) When only a sole source is available, even if the procurement is a contract modification.
- (d) In the event of a change order.

City of Bangor must perform cost and profit analysis when adequate price competition is lacking.

3-203 Bid and Performance Bonds on Service Contracts.

Bid and performance bonds or other security may be requested for service contracts as the Purchasing Agent deems advisable to protect the City's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's financial or other responsibility.

3-204 Insurance on Supply or Service Contracts.

Comprehensive general liability, fire hazard, property damage, workers compensation or other insurance coverage may be required in connection with any City contract, when the Purchasing Agent or City Solicitor deems such insurance is advisable to protect the City's interests. Any such insurance requirement shall be set forth in the solicitation. Insurance shall not be used as a substitute for a determination of the bidder or offeror's financial or other responsibility.

Part C - Types of Contracts and Contract Administration

3-301 Types of Contracts.

- (1) General Authority. Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the City may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the City than any other type or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.

- (2) Contract Type Requirement for FTA Funded Procurements:
Time and Materials Type Contracts may only be used:
 - (1) After a determination that no other type of contract is suitable, and
 - (2) If the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

- (3) Multi-Term Contracts.
 - (a) Specified Period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

 - (b) Determination Prior to Use. Prior to the utilization of a multi-term contract, it shall be determined:
 - (i) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and

 - (ii) that such a contract will serve the best interests of the City by encouraging effective competition or otherwise promoting economies in the City's procurement.

 - (c) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

(4) Multiple Source Contracting.

- (a) General. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the City's actual requirements is limited by the provision of Uniform Commercial Code, 11 MRSA §2-306(1).
- (b) Limitations on Use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, product compatibility, or to be in the City's best interest. Any multiple source award shall be made in accordance with the provision of Section 3-101 (Competitive Sealed Bidding), Section 3-102 (Request for Proposal/Qualification), Section 3-104 (Purchases), and Section 3-106 (Emergency Procurements), as applicable. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.
- (c) Contract and Solicitation Provisions. All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:
 - (i) the City shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and
 - (ii) the City shall reserve the right to take bids separately if the Purchasing Agent approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the City.
- (d) Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the City shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.
- (e) Determination Required. The Purchasing Agent shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

3-302 Contract Clauses and Their Administration.

- (1) Contract Clauses. All City contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Agent, after consultation with the City Solicitor, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:
 - (a) the unilateral right of the City to order in writing changes in the work within the scope of the contract;

- (b) the unilateral right of the City to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- (c) variations occurring between estimated quantities of work in contract and actual quantities;
- (d) defective pricing;
- (e) liquidated damages;
- (f) specified excuses for delay or nonperformance;
- (g) termination of the contract for default;
- (h) termination of the contract in whole or in part for the convenience of the City;
- (i) suspension of work on a construction project ordered by the City;
- (j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
 - (i) when the contract is negotiated;
 - (ii) when the contractor provides the site or design; or
 - (iii) when the parties have otherwise agreed with respect to the risk of differing site conditions.
- (k) the right of the City to require that the contract be performed in compliance with all applicable City ordinances, building codes, and State and Federal laws;
- (l) specifying whether and under what conditions contract disputes may be subject to binding or non-binding arbitration; and
- (m) specifying what law is applicable to resolution or contract disputes.

(2) FTA Required Clauses for FTA Funded Procurements:

City of Bangor must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the grantees purchase document. It is the City of Bangor's responsibility to ensure that the provisions are included and followed.

If such requirements, clauses, and certifications were not included in the original purchase solicitation and contracts, due to an omission or a change in federal contract clause requirements, City of Bangor may request the vendor to append the required Federal clauses in the purchase order or other document that affects the City of Bangor procurement. When this method is used, City of Bangor shall obtain Buy America

certification before entering into the purchase order. This method cannot be used to circumvent FTA's Buy America requirements.

(3) Price Adjustments.

- a. Adjustments in price resulting from the use of contract clauses required by Subsection (1) of this Section shall be computed in one or more of the following ways:
 - (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (ii) by unit prices specified in the contract or subsequently agreed upon;
 - (iii) by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 - (iv) in such other manner as the contracting parties may mutually agree; or
 - (v) in the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the City, as accounted for in accordance with [reference to cost principles] and subject to the provision of Article 9 (Appeals and Remedies).
- b. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provision of Section 3-202 (Cost or Pricing Data).

(4) Standard Clauses and Their Modification. The Purchasing Agent, after consultation with the City Solicitor, may establish standard contract clauses for use in City contracts. If the Purchasing Agent establishes any standard clauses addressing the subjects set forth in Subsection (1) of this Section, such clauses may be varied provided that any variations are reviewed by the City Solicitor.

3-303 Change Orders

- (1) Required Submissions Relating to Change Orders or Contract Modifications. A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not costs or pricing data was required in connection with the initial pricing of the contract.
- (2) Contract Changes for FTA Funded Procurements:
City of Bangor may not use Federal assistance to finance:

- (a) Improper Contract Expansion – A contract has been improperly expanded when it includes significantly larger quantities, or options beyond the recipient’s reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.
- (b) Cardinal Changes – A significant change in contract work that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change or “tag-on”. A change within the scope of the contract is not a cardinal change or “tag-on.”

3-304 Contract Administration.

- (1) Each department shall ensure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained.
- (2) Contract Administration for FTA Funded Procurements:

- (a) City of Bangor Staff Responsibilities

- Prior to execution of third party contracts, City of Bangor shall designate a Project Manager to serve as City of Bangor principal contact with the contractor and as the primary administrator of the contract. The designated Project Manager for each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; maintaining complete contract files; and other contract administration duties that may be necessary.

- (b) Period of Performance

- The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. City of Bangor will also consider competition, pricing, fairness, and public perception. City of Bangor procurement files will document its rationale for determining the performance period designated for each contract. City of Bangor third party contracts (such as property, services, leases, construction, revenue, and so forth) are limited to a maximum period of performance of five (5) years, unless the City justifies the business need or reason for establishing a longer term. City of Bangor may enter into a multi-year contract

to buy rolling stock with an option not exceeding five (5) years to buy additional rolling stock or replacement parts (49 U.S.C. § 5325(e)(1)). City of Bangor may not exercise that option later than five (5) years after the date of its original contract.

(c) Time Extensions

Consistent with the general tone of FTA Circular 4220.1F, contract time extensions shall be considered in light of whether they are permissible changes or impermissible cardinal changes. Once City of Bangor awards a third party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification. The Director of Finance has the sole authority to approve and execute contract modifications. The Project Manager for the contract shall review all contract modifications as to whether additional time can be granted. The Project Manager shall prepare a written justification and cost analysis (if applicable) for the contract time extension and shall negotiate the appropriate contract modification with the contractor.

(d) Advance Payments

Advance payments utilizing FTA funds are prohibited unless prior written concurrence is obtained from FTA.

(e) Progress Payments

Progress payments are payments for contract work that has not been completed. City of Bangor may use FTA assistance to support progress payments provided the City obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. FTA acknowledges the practical reality that taking title to work in progress may not be desirable in some circumstances. The recipient should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance. Applicable provisions of Circular 4220.1F requires that any progress payments for construction contracts be made on a percentage of completion method described therein. City of Bangor however, may not make progress payments for other than construction contracts based on this percentage method.

(f) Remedies

City of Bangor shall include provisions that address remedies in its third party contracts. Provisions related to remedies may include provisions for:

a. Liquidated Damages

City of Bangor may use liquidated damages if City of Bangor reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such

damages are uncertain and would be difficult or impossible to determine. Rate and measurement standards must be calculated to reasonably reflect City of Bangor costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The contract file must include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account.

b. Violation or Breach

Third party contracts exceeding \$100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third party contractor.

c. Suspension of Work

City of Bangor may include provisions pertaining to suspension of work in its third party contracts.

d. Termination

Termination for cause and termination for convenience provisions must be included in third party contracts exceeding \$10,000.

(g) Contents of Complete Contract Files

The following documents shall comprise the contents of a complete contract file for procurements above the micro-purchase level:

a. Written Record of Procurement History

City of Bangor shall maintain written records detailing the history of the procurement for at least three years after the grant period concludes, including records relating to:

1. Procurement Method

City of Bangor must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive.

2. Contract Type

City of Bangor must state the reasons for selecting the contract type it used.

3. Contractor Selection

City of Bangor must state its reasons for contractor selection or rejection, including written justification and evaluation documents;

4. Contractor Responsibility

City of Bangor must provide a written determination of responsibility for the successful contractor;

5. Cost or Price

City of Bangor must evaluate and state its justification for the contract cost or price, including the independent cost estimate and cost or price analysis; and

6. Reasonable Documentation

City of Bangor must retain documentation commensurate with the size and complexity of the procurement, including documents related to solicitation, receipt and evaluation of offers, and contract award, negotiation and execution.

(h) Contract Administration and Close-Out Documents

City of Bangor shall maintain written records detailing the performance and close-out of the contract, including records relating to:

(i) Contractor Performance

City of Bangor must maintain documents related to contractor adherence to budget and schedule, compliance with contract terms and conditions, DBE participation, progress reports, disputes and disciplinary actions.

(j) Contract Deliverables

City of Bangor must maintain copies of all contract deliverables and records relating to approval, rejection and requested modifications of contract deliverables.

(k) Contract Changes

City of Bangor must maintain copies of all contract modifications, including documentation related to the determination of need, written justification and rationale, cost analysis, negotiation and execution.

(l) Contract Payments

City of Bangor must retain documentation of invoices, approval of payments, requests for modifications to invoices, determination of percentage of contract completion for partial payments (if applicable), and ownership of title to partial work products.

(m) Contract Close-Out

City of Bangor must retain documentation related to contractor performance and evaluation, approval of final deliverables and payments, transfer of title to complete work products to City of Bangor and contract audit and final reconciliation.

3-305 Right to Audit Records.

- (1) Audit of Cost or Pricing Data. The City may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data pursuant to

Section 3-202 (Cost or Pricing Data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, document, papers, and records that are pertinent to such cost or pricing data for three (3) years from the date of final payment under the contract.

- (2) Contract Audit. The City shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed price contract to the extent that such books, documents papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

3-306 Reporting of Anticompetitive Practices.

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the State Attorney General and the City Solicitor.

3-307 City Procurement Records.

- (1) Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the City in a contract file by the Purchasing Agent.
- (2) Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with State record retention guidelines.

NOTE: Records as to awarded contracts should be retained for at least six (6) years following final performance thereunder. Statute of limitations under 14 MRSA §751 et. seq. is 20 years for actions on contracts under seal and maximum ten (10) years for negligence of design professionals.

ARTICLE 4 - SPECIFICATIONS

4-101 Maximum Practicable Competition.

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the City by architects, engineers, designers, and draftsmen.

4-102 Brand Name or Equal Specification.

- (1) Use. Brand name or equal specifications may be used when the Purchasing Agent determines that:
 - (a) no other design, performance specification or qualified product is available;
 - (b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (c) the nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for the procurement; or
 - (d) use of a brand name or equal specification is in the City's best interests.
- (2) Designation of Several Brand Names. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
- (3) Required Characteristics. Unless the Purchasing Agent determines that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.
- (4) Nonrestrictive Use of Brand or Equal Specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

4-103 Brand Name Specification.

- (1) Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Agent determines that only the identified brand name item or items will satisfy the City's needs.
- (2) Competition. The Purchasing Agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3-105 (Sole Source Procurement).

ARTICLE 5 - PROCUREMENT OF CONSTRUCTION, ARCHITECT, ENGINEER AND LAND SURVEYING SERVICES

Part A - Management of Construction Contracting

5-101 Responsibility for Selection of Methods of Construction Contracting Management.

- (1) The Purchasing Agent shall have the discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the Purchasing Agent may consult with the City Engineer and shall consider the City's requirements, its resources, and the potential contractor's capabilities. If a method of construction contracting management other than a single prime contractor is selected, the Purchasing Agent shall include in the contract file a written statement setting forth the reasons for the alternate method of construction contracting management for that project.
- (2) Architectural and Engineering (A&E) Requirements for FTA Funded Procurements: FTA's enabling legislation at 49 U.S.C. Section 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the "Brooks Act," 40 U.S.C. § 1101 through 1104, to acquire A&E services.
 - (a) Qualifications-Based Procurement Procedures Required – City of Bangor must use qualifications-based procurement procedures to acquire architectural and engineering (A&E) services as well as certain other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. In addition to A&E services, other services that must be procured by qualifications-based procurement procedures include:
 - Program management;
 - Construction management;
 - Feasibility studies;
 - Preliminary engineering;
 - Design, architectural, engineering;
 - Surveying, mapping; and
 - Other related services.

The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used.

- (b) Qualifications-Based Procurement Procedures Prohibited – Unless FTA determines otherwise in writing, qualifications-based procurement procedures may not be used to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Qualifications-based procurement procedures may not be used for actual construction, alteration or repair to real property.
- (c) Qualifications-Based Procurement Procedures – The following procedures apply to qualifications-based procurements:
 - (1) Qualifications – Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror's qualifications are evaluated to determine contract award.

- (2) Price – Price is excluded as an evaluation factor.
- (3) Most Qualified – Negotiations are first conducted with only the most qualified offeror.
- (4) Next Most Qualified - Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

- (3) **FTA Funded Design-Build Procurements:**
The City of Bangor must procure design-build services through means of qualifications-based competitive proposal procedures based on the Brooks Act as set forth in 4220.1F, VI, 3. h. when the preponderance of the work to be performed is considered to be for architectural and engineering (A&E) services as defined in 4220.1F, VI, 3. f. Qualifications-based competitive proposal procedures should not be used to procure design-build services when the preponderance of the work to be performed is not of an A&E nature as defined in 4220.1F, VI, 3. f, unless required by State law adopted before August 10, 2005.
- (4) **Prevailing Wages Requirements for FTA Funded Procurements (Davis Bacon):**
Under 49 U.S.C. Section 5333(a), Davis-Bacon Act prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction projects. City of Bangor will ensure that any third party contracts at any tier exceeding \$2,000 shall include provisions requiring compliance with the Davis-Bacon Act, 40 U.S.C. § 3141 *et seq.*, and implementing DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction" (29 CFR Part 5). The Davis-Bacon Act requires contractors to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires contractors to pay wages not less than once a week. City of Bangor will include a copy of the current prevailing wage determination issued by DOL in each contract solicitation and will condition contract award upon the acceptance of that wage determination.
- (5) **Anti-Kickback Requirements for FTA Funded Procurements:**
For all third party construction and repair contracts exceeding \$100,000, City of Bangor, shall require provisions for compliance with the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and implementing DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 CFR Part 3. The Act prohibits a contractor from inducing, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled. Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. § 3701(b)(3)(A)(iii), increased the threshold for construction and repair to \$100,000 from \$2,000 as set forth in the Super Circular, so that a federally assisted construction contract must exceed \$100,000 before these "Anti-Kickback" prohibitions apply to that contract.

Part B - Bid Security and Performance Bonds

5-201 Bid Security.

- (1) Requirement for Bid Security. Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated to exceed \$50,000. Bid security shall be a bond provided by a surety company authorized to do business in the State of Maine, certified check, or otherwise supplied in a form satisfactory to the Purchasing Agent. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$50,000 when the circumstances warrant.
- (2) Amount of Bid Security. Bid security shall be an amount equal to at least 5% of the amount of the bid.
- (3) Rejection of Bids for Noncompliance with Bid Security Requirements. When the request for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply only in a nonsubstantial manner with the security requirements.
- (4) Withdrawal of Bids. If a bidder is permitted to withdraw his/her bid before award as provided in Section 3-101(6) (Competitive Sealed Bidding; Correction or Withdrawal of Bids; Cancellation of Awards), no action shall be made against the bidder or the bid security.

5-202 Contract Performance and Payment Bonds.

- (1) When Required and Amounts. When a construction contract is awarded in excess of \$50,000, the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract:
 - (a) a performance bond satisfactory to the City, executed by a surety company authorized to do business in the State of Maine or otherwise secured in a manner satisfactory to the City, in an amount to equal to 100% of the price specified in the contract; and
 - (b) a payment bond satisfactory to the City, executed by a surety company authorized to do business in the State of Maine or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.
- (2) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the City to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (1) of this Section.
- (3) Suits on Payment Bonds - Right to Institute. Unless otherwise authorized by law, any person who has furnished labor or materials to the contractor or subcontractors for the work provided in the contract, for which a payment bond is furnished under this Section,

and who has not been paid in full within 90 days from the date on which that person performed the last of the labor or supplied the material, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted and to prosecute the action for the amount due that person. However, any person having a contract with a subcontractor of the contractor, but no express or implied contract with the contractor furnishing the payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which that person performed the last of the labor or supplied the material. That person shall state in the notice the amount claimed and the name of the party to whom the material was supplied or for whom the labor was performed. The notice shall be served personally or by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business.

- (4) Suits on Payment Bonds - Where and When Brought. Unless otherwise authorized by law, every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction in Penobscot County.
- (5) City of Bangor Subrogation Rights. The City of Bangor may reserve by contract the right to make payments directly to any supplier or subcontractor who shall not have received timely payment from the contractor for labor or materials provided to a City project.

In the event the City shall make such payments, it shall be deemed subrogated to the rights of the supplier or subcontractor concerned to the extent of the payments made, and may institute suit on any payment bond as provided above, the City's right to institute suit under this paragraph shall be in addition to the City's rights in regard to payment of contract funds to the contractor or to institute suit against the contractor for enforcement of any performance bond.

5-203 Copies of Bond Forms.

Any person may request and obtain from the City a certified copy of a bond upon payment of the cost of reproduction of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution, and delivery of the original.

5-204 Insurance Requirements

Where the Purchasing Agent has required liability or hazard insurance in accordance with section 3-204, the minimum coverage amount of such insurance shall be \$400,000 for comprehensive general liability coverage and the value of the City property affected for fire, hazard or property damage insurance. A higher coverage limit may be specified. The City shall be named as an additional insured on all such insurance policies, which shall be issued by an insurance company authorized and licensed to do business in the State of Maine.

Part C - Fiscal Responsibility

5-301 Contract Changes and Approval Process

Every contract modification, change order, or contract price adjustment under a construction contract with the City shall be subject to prior approval by the City Manager after receiving a report from the department head or other appropriate City official that the requested change is appropriate and that sufficient funds are available for the change.

5-302 Fiscal Responsibility.

Every contract modification, change order, or contract price adjustment in excess of \$100,000 under a construction contract with the City shall be subject to prior approval by the City Council after receiving a report from the appropriate City official as to the effect of the contract modification, change order, or contract price adjustment on the total project budget or the total contract budget.

ARTICLE 6 - DEBARMENT OR SUSPENSION

6-101 Authority to Debar or Suspend.

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Purchasing Agent, after consulting with the City Solicitor, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three (3) years.

After consultation with the City Solicitor, the Purchasing Agent is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed one (1) year. The causes for debarment include:

- (a) conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (b) conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honest which currently, seriously, and directly affects responsibility as a City contractor;
- (c) conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals;
- (d) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify debarment action:
 - (i) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (ii) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to

perform or unsatisfactory performance caused by acts beyond the control of the contract shall not be considered to be a basis for debarment.

- (e) any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a City contractor including debarment by another governmental entity for any cause listed in this Policy; and
- (f) for violation of the ethical standards as set forth in Ethics in Public Contract, (See Chapter 33, City of Bangor Ordinance).

6-102 Decision to Debar or Suspend.

The Purchasing Agent shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

6-103 Notice of Decision.

A copy of the decision required by Section 6-102 (Decision to Debar or Suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person.

6-104 Finality of Decision.

A decision under Section 6-102 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision takes an appeal to the Board of Appeals or commences a timely action in court in accordance with applicable law.

6-105 Debarment and Suspension Requirements for FTA Funded Procurements.

Debarment and Suspension:

Debarment and suspension regulations and guidance include the following provisions.

DOT Debarment and Suspension Regulations:

U.S. Department of Transportation (DOT) regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200 apply to each third party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount. See, 2 CFR Part 1200. City of Bangor shall apply DOT's debarment and suspension requirements to itself and each third party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of Office of Management and Budget (OMB), "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

System for Award Management:

The System for Award Management (SAM) combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. SAM includes the functionality from the following systems:

- Central Contractor Registry (CCR)
- Federal Agency Registration (Fedreg)
- Online Representations and Certifications Application
- Excluded Parties List System (EPLS)

At its discretion, City of Bangor may collect a debarment and suspension certification from the prospective third party contractor or include a clause in the third party contract requiring disclosure. Additionally, it shall be the policy of City of Bangor to verify that the prospective third party vendor is not listed as a debarred contractor on the SAM website at SAM.gov. Documentation of SAM searches shall be retained in the permanent history file associated with each procurement.

ARTICLE 7 - COST PRINCIPLES

7-101 Federal Cost Principles for FTA Funded Procurements.

Applicable provisions of 2 CFR Part 200.400 require project costs to conform to applicable Federal cost principles for allowable costs. City of Bangor must follow the cost principles outlined in Title 48 Chapter 1 Subchapter E Part 31. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient.

ARTICLE 8 - SUPPLY MANAGEMENT

(RESERVED)

ARTICLE 9 - APPEALS AND REMEDIES

9-101 Bid Protests.

- (1) Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Council. Protesters are urged to seek resolution of their complaints initially with the Purchasing Agent. A protest with respect to a request for bids or request for proposals/qualifications shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within five (5) calendar days after such aggrieved person knows of the facts giving rise thereto. The decision of the City Council is final.
- (2) Stay of Procurements During Protests. In the event of a timely protest under Subsection (1) of this Section, the Purchasing Agent shall not proceed further with the solicitation or

award of the contract unless the City Council makes a written determination that the award of a contract without delay is necessary to protect substantial interests of the City.

(3) Entitlement to Costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

(4) Protest Procedures for FTA Funded Procurements:

(a) Statement of Policy

City of Bangor is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third party procurements using good administrative practices and sound business judgment.

In general, FTA will not substitute its judgment for that of City of Bangor unless the matter is primarily a Federal concern. Nevertheless, FTA can become involved in City of Bangor administrative decisions when a City of Bangor protest decision is appealed to FTA.

City of Bangor shall give timely notification to FTA when it receives a third party procurement protest and will keep FTA informed about the status of any such protest. City of Bangor shall disclose all information about any third party procurement protest to FTA upon request.

City of Bangor shall insert its protest procedure in all solicitation documents for products and services having an estimated value of \$100,000 or greater.

(b) City of Bangor Staff Responsibilities

The following staff responsibilities shall be assigned in all protests:

- Director of Finance – Responsibilities include: ensuring that the City of Bangor Protest Procedure is included in all solicitation documents; and providing information to and assisting Legal Counsel with the resolution of protests.
- Legal Counsel – Responsibilities include: reviewing all procurement protests; and advising and assisting the City of Bangor as needed with the resolution of all procurement protests.

(c) Solicitation Provision

City of Bangor shall insert the following provision in all solicitation documents:

• Pre-Proposal Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Director of Finance as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Director of Finance may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Director of Finance as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Director of Finance shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

- Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by «Dba_Name», protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, «Dba_Name»'s failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Director of Finance as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by City of Bangor.

The Director of Finance may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that City of Bangor shall announce the contract award.

The decision by the Director of Finance shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by FTA as specified below.

(d) Requirements for Protests

All protests must be submitted to City of Bangor in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by City of Bangor.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Director of Finance at the address shown in the solicitation documents.

(e) Protest Response

The Director of Finance shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, City of Bangor will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official City of Bangor response to the protest and City of Bangor will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

(f) Review of Protests by FTA

All protests involving contracts financed with Federal assistance shall be disclosed to FTA. Protesters shall exhaust all administrative remedies with City of Bangor prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to FTA must be received within five (5) working days of the date the Protester has received actual or constructive notice of City of Bangor final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to FTA.

ARTICLE 10 - COOPERATIVE PURCHASING

10-101 Authority to Join Groups.

- (1) The Purchasing Agent shall have the authority to join cooperative purchasing groups or other units of government in order to purchase goods or services when such action is deemed in the best interest of the City. Authorization and award of purchases made under cooperative purchasing arrangements shall be in accordance with the award requirements cited in Article 3, Source Selection and Contract Formation.
- (2) Piggybacking requirements for FTA funded procurements:
Assignment of Contract Rights ("Piggybacking") – If a recipient of FTA assistance finds that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to City of Bangor if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. City of Bangor may use contractual rights through assignment from another recipient of FTA assistance after first determining the contract price remains fair and reasonable, and the contract provisions are adequate for compliance with all Federal requirements. City of Bangor need not perform a second price analysis if a price analysis was performed for the original contract; however, City of Bangor must determine whether the contract price or prices originally established are still fair and reasonable before using those rights. City of Bangor shall be responsible for ensuring the

contractor's compliance with FTA's Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. Before proceeding with the assignment, however, City of Bangor shall review the original contract to ensure that the quantities the assigning recipient acquired, coupled with the quantities that City of Bangor, do not exceed the amounts available under the assigning recipient's contract and that the required FTA clauses are included.

ARTICLE 11 - ASSISTANCE TO DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

- (1) **Disadvantaged Business Enterprises (DBE) FTA Requirements:**
City of Bangor must comply with applicable Federal laws and regulations that provide competitive opportunities for a contractor that qualifies as a disadvantaged business enterprise (DBE), minority owned firm, women's business enterprise, or small business.

FTA desires to make available at least 10 percent of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. City of Bangor assists FTA in meeting this national goal. To receive FTA assistance, City of Bangor must comply with applicable requirements of DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26.

Small and Minority Firms and Women's Business Enterprises

FTA Circular 4220.1F, Chapter IV, Section 2a(6)(b) requires City of Bangor and its subrecipients (if any) to take steps to ensure that it uses small and minority firms and women's business enterprises (irrespective of whether they qualify as DBEs) to the fullest extent practicable.

- (a) Notice – City of Bangor shall make information available to potentially qualified firms about procurement opportunities. City of Bangor shall include these contractors on solicitation lists and request their participation when they are potential sources.
- (b) Contract Size – To foster greater participation of small and minority firms and women's business enterprises, City of Bangor may divide total requirements into smaller tasks or quantities, when economically feasible.
- (c) Delivery Schedule – City of Bangor may specify delivery schedules that encourage their participation.
- (d) Small Business Administration and the Department of Commerce Minority Business Development Agency – City of Bangor may use the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency.
- (e) Subcontracting Opportunities – City of Bangor may require its prime third party contractors to include the preceding provisions in FTA assisted subcontracts.

- (f) Prompt Payment – City of Bangor requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

City of Bangor ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

ARTICLE 12 - ETHICS IN PUBLIC CONTRACTING (See also Chapter 33, City of Bangor Ordinance)

Conflicts of Interest for FTA Funded Procurements:

Organizational conflicts of interest may result in bias and potentially provide an unfair competitive advantage to a potential offer or. An organizational conflict of interest occurs due to the type of work to be performed under a third party contract, or because of other activities or relationships such as:

- A contractor is unable, or potentially unable, to render impartial assistance or advice to the City of Bangor.
- A contractor's objectivity in performing contract work is or might otherwise be impaired; or
- A contractor has an unfair competitive advantage.

Bias arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. City of Bangor will utilize a "Conflict of Interest Disclosure Statement," in its solicitation when contracting for services of this nature.

ARTICLE 13 – COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

13-101 General Provisions

- (1) When procuring goods or services using Community Development Block Grant funding, the City and its subrecipients, must follow federal procurement rules when purchasing services, supplies, materials, or equipment.
- (2) The City must adhere to federal procurement requirements found in 24 CFR Part 85 and as amended. Subrecipients must adhere to federal procurement requirements found in 2 CFR Part 215.44, as implemented through 24 CFR Part 84 and as amended.
- (3) Subrecipients are those entities and individuals receiving loans or grants to fulfill a CDBG national objective using CDBG funding and/or matching funds.

Subrecipients include, but are not limited to, businesses, nonprofit organizations, housing developers and single family home owners. Sub recipients are not required to receive the City's authorization to award contracts using CDBG funding so long as these procurement policies are adhered to and documented.

- (4) There are four categories of procurement pertaining to CDBG funding:
 - (a) Small purchase procedures,
 - (b) Sealed bids,
 - (c) Competitive proposals and
 - (d) Non-competitive proposals.

13-102 Small Purchase Procedures

This category may be used for goods and services totaling no more than \$100,000. The Director of Community & Economic Development, or his/her designee, has authority to award contracts within this category.

- (1) .
- (2) Non Housing Rehabilitation - Under the small purchases method, a request for quotes may be sent to a reasonable number of potential vendors with a detailed description of the goods or services needed. Once three or more competitive written quotations are received from qualified sources, a contract may be awarded to the lowest responsive and responsible source.
- (3) Housing Rehabilitation – Under the small purchases method, a request for quotes shall be sent to a reasonable number of pre-qualified vendors with a detailed description of the goods or services needed. Once three or more competitive written quotations are received from qualified sources, a contract may be awarded to the lowest responsive and responsible source.

13-103 Sealed Bids

- (1) This category may be used for construction contracts and goods totaling over \$100,000. The City Council must approve all contracts within this category.
- (2) Competitive and publicly solicited sealed bids are required for this category. A firm-fixed-price lump sum or unit price contract shall be awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price. A minimum of two bidders is required.
- (3) The invitation for bids must be publicly advertised in a newspaper of general circulation and a minimum of two bids must be received in order to award the contract. All bids must be opened publicly at the time and place stated in the invitation for bids. The public is allowed at that time to review the bids. All bids may be rejected when sound documented reasons exist.

13-104 Competitive Proposals

- (1) Competitive proposals are used to purchase professional services where the total cost will exceed \$100,000. The Director of Community & Economic Development, or his/her designee, has authority to award contracts within this category.
- (2) Bids may be solicited under this category using two methods:
 - (a) A request for proposals
 - (b) A request for qualifications for architect and engineering services.
- (3) The invitation for bids must be publicly advertised in a newspaper of general circulation and a minimum of two bids/qualifications must be received in order to award the contract.

13-105 Non-Competitive Proposals

- (1) Non-competitive procurement may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:
 - (a) Where the item is available only from a single source;
 - (b) Where a public emergency or urgent situation is such that the urgency will not permit a delay beyond the time needed to employ one or the other procurement methods;
 - (c) Where after solicitation of a number of sources, competition is determined inadequate.

Any contract in excess of \$100,000 must be awarded by the City Council. Contracts under \$100,000 may be awarded by the Director of Community & Economic Development, or his/her designee.

13-106 Ineligible Beneficiaries

- (1) No member of the Bangor City Council, nor any other public official, officer, employee or agent of the City, shall have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
- (2) No member or delegate to the Congress of the United States, nor any Resident Commissioner, shall be permitted any share or part of the proceeds of this Agreement or any benefit that may arise herefrom.

Article 14 – BUY AMERICA REQUIREMENTS

14-101 Buy America Requirements for FTA Funded Procurements.

- (1) Preference for U.S. Property--Buy America

FTA's "Buy America" regulations apply to procurements in excess of \$100,000 that involve the purchase of iron, steel, manufactured goods, or rolling stock to be delivered to City of Bangor under the third party contract for incorporation into the FTA project.

- (2) Any construction contract exceeding \$100,000 entered into by City of Bangor with FTA assistance shall include provisions that require the third party contractor to provide property produced or manufactured in the United States for use in the construction project that the recipient acquires, unless FTA has granted a waiver authorized by those regulations. FTA cautions that its Buy America regulations are complex and different from the Federal "Buy American Act" regulations in FAR Subparts 25.1 and 25.2.
- (3) Property that the contractor acquires to perform its construction activities for the recipient, such as tools, machinery, and other equipment or facilities, is not covered by FTA's Buy America requirements unless the recipient intends to take possession of that property upon completion of the project. Thus, if a third party contractor is acquiring property for its general inventory of equipment or facilities to conduct its overall business affairs, City of Bangor may enter the cost of that acquisition into its calculations of overhead amounts applicable to the FTA assisted project irrespective of whether that property would comply with FTA's Buy America regulations.

To: Debbie Cyr, Finance Director
From: Alan F. Kochis, Director of Business Services
Date: September 14, 2016
Re: Capital Reserve Fund

The Bangor School Committee and the Bangor City Council approved the establishment of a capital reserve fund for school repairs during budget deliberations for the 2016 budget. Monies to fund this fund came from additional General Purpose Aid for Education that was passed after the Bangor School Budget was approved. The additional funds were first used to reduce the local tax burden to a zero increase and the remaining \$356,039 was put into the fund.

Three schools have sections of roof that are leaking and in need of repair. Estimates for the repairs at the Abraham Lincoln School, Fruit Street School and the James F. Doughty School total \$200,000. I am requesting that up to \$225,000 be authorized to be withdrawn in order to make the necessary repairs before winter. The remaining funds will be utilized at a later date.



73 Harlow Street
Bangor, Maine 04401

Treasury Department
David W. Little
Tax Collector/Deputy Treasurer

Tel: (207) 992-4290
Fax: (207) 945-4422
Email: david.little@bangormaine.gov

To: Members of the Finance Committee
From: David Little, Tax Collector/Deputy Treasurer
Date: September 19, 2016
Re: Utility Billing Update

Background

In March of 2014 the City converted to a new billing system and broke away from sending combined billings with the Bangor Water District. The split was mutual and allowed the City to incorporate the new stormwater charges. Unpaid sewer charges can result in a property lien similar to unpaid taxes, however, it had been several years since sewer liens had been filed prior to this conversion. In addition, as part of the conversion and implementation of stormwater charges, bills are now sent to the property owner and not tenants. In the past, it was not uncommon for property owners to be unaware of unpaid charges on their property.

Billing Process

Sewer bills are based on water consumption and those readings are received from the Bangor Water District. Stormwater bills are based on impervious surface obtained from GIS. The City is split into thirteen billing sections, so while the City is issuing bills weekly, individuals receive utility bills quarterly. Each quarterly bill includes any past due charges (including liens) owed on the account. Bills are due within 28 days, after that time interest accrues at the same rate as taxes, currently 7% per year.

Liens

Sewer and stormwater liens for unpaid utility bills are typically filed one year after the due date. Although the owner may receive one bill with these two charges, they are considered separate and are liened individually, but the City can combine multiple bills of each type during the lien process. Leading up to the lien filings, the City sends a 30 Day Demand Notice (which is sent via certified mail) for sewer or stormwater or both. If the charges remain unpaid at the end of the 30 day period, the liens are filed at the Registry. Additional charges are added to accounts that have been liened (i.e. if an account is liened for sewer and stormwater charges, the process adds about \$121 to the outstanding balance).

As with tax liens, once filed the lien matures in 18 months. The City is required to send a 30-45 Day Notice of Foreclosure prior to the lien maturing notifying not only the owner but any other interested parties (i.e. mortgage holder) that the lien is maturing and ownership of the property will be lost. After the expiration of the 30-45 days, liens that remain unpaid are considered matured, the title passes to the City and at this point the City considers whether or not take possession of the property.

Maturing Liens

Since the conversion we have filed liens three times; July 2015, December 2015 and September 7, 2016 (the City anticipates filing utility liens twice a year). Over the course of the three lien cycles the City has filed 1,287 sewer liens and 1,443 stormwater liens totaling \$493,557.04 and \$129,521.17 respectively. Currently there are 921 sewer (469 individual accounts) and 1,065 stormwater (530 individual accounts) liens outstanding, totaling \$363,587.70 and \$88,712.25, respectively.

Approximately 229 sewer and 237 stormwater liens filed in July 2015 will mature on January 10, 2017.

Collection Process

With the utility billing now being done by the City, within the same software as the tax billing process, staff is working to cross reference the utility accounts to the real estate accounts to enhance our ability to cross reference amounts owed by property.

Over the last year, the City has made it a priority to address significantly past due tax accounts. To date, staff has been focusing on the most delinquent properties first. By incorporating the utility bills, we may need to reshuffle our focus. Significant past due utility bills can be accumulated on an annual basis. Unlike the Bangor Water District, the City has no ability to “shut off” sewer, so our best collection method is the lien. However, the lien process takes a significant amount of time to come to maturity.

As an interim step staff has identified the 40 highest unpaid utility accounts that are 90+ days or more outstanding. We will be reaching out to those accounts with a targeted mailing identifying all amounts due the City. If those accounts remain outstanding, and there are matured tax liens or soon to mature utility liens, staff will provide a recommendation to the Finance Committee regarding the disposition of the property likely in early November.



73 Harlow Street
Bangor, Maine 04401

Treasury Department
David W. Little
Tax Collector/Deputy Treasurer

Tel: (207) 992-4290
Fax: (207) 945-4422
Email: david.little@bangormaine.gov

To: Members of the Finance Committee
From: David Little, Tax Collector/Deputy Treasurer
Date: September 19, 2016
Re: Write-off of taxes – 12 K Street – Birch Hill Estates

The City has been notified that Birch Hill Estates, LLC has recently taken ownership of the trailer located at 12 K Street in their park. The trailer was abandoned and the previous owner left unpaid lot rent to the park as well as 7 years of unpaid taxes to the City. The Park contacted the City to inquire if we would consider writing off the back taxes while they absorbed the loss of the lot rent. This would put the trailer in a better position to be re-occupied. The Park will pay the 2017 tax year on the trailer.

Similar requests in the past have been approved. If the City chose to deny the request the abandoned trailer may become the responsibility of the City due to the matured tax liens. At that time, we would have to insure and secure the property as well as pay lot rent unless the trailer to another location.

The taxes to be written off total \$2,453.77.

Staff recommends approval.

Pc: Debbie Cyr, Finance Director

MEMORANDUM

TO: Members of the Finance Committee
CC: Catherine Conlow, City Manager and Debbie Cyr, Finance Director
FROM: Philip S. Drew, City Assessor
DATE: September 13, 2016

RE: Assessor's Update as of September 19, 2016

Thank you for the opportunity to provide this assessment update.

- ❖ FY17 Tax Commitment
- ❖ FY17 Power-Point Presentation (previously provided)
- ❖ FY17 Commitment Report (previously provided)

- The FY17 Tax Commitment was finalized on July 8, 2016 with tax rate at \$22.50
- The Real Property Valuation is \$2,344,351,100 or a 1.1% decrease from FY16.
- The Personal Property Valuation is \$221,870,900 or a 3.5% decrease from FY16.
- The Total Valuation is \$2,566,222,000 or a 1.3% decrease from FY16.

- The FY17 Assessor Update has aired on the public access channel between meetings since August. The presentation is also available on the Assessor's tab of the city's web site. Public feedback and comments are always welcome.

- The City of Bangor FY17 Commitment Report, dated August 2016, is an assemblage of information to help familiarize the reader with various reports and forms for which the assessing department is responsible. The report is attached.
 - FY17 Commitment Page 7 – Assessing Department Goals: The assessing office will continue to change our work-flow, when possible, to increase efficiency and assist other city departments.

 - FY17 Commitment Pages 22 thru 33 - The Municipal Valuation Return (MVR) was submitted to Maine Revenue Services on August 9, 2016.
 - Total Value of All Exempt Real Property is \$1,091,973,600 (pg. 29)
 - Total Value of All Exempt Personal Property (BETE) is \$105,332,700 from 208 qualified businesses. (pg.24)
 - New Real Property Value (construction) is \$25,940,000
 - New Personal Property Valuation (purchases) is \$21,080,500

 - FY17 Commitment Pages 34 thru 37 – Top Taxpayers
 - Top 25 real property taxpayer's value equals \$454,539,800 or 17.7% of total valuation.
 - Top 25 personal property taxpayer's value equals \$105,443,200 or 4% of total valuation.

- FY17 TIF Summary of District Values. Commitment Report Page 24.
 - FY17 Amount of Captured Assessed Value within TIF Districts \$145,494,089
 - FY17 Property tax revenue for Project Cost or Sinking Fund \$3,273,617
 - Benefits the city by reducing the State Valuation by more than \$140 million +/- or about 5%+/- . Tax Increment Financing (TIF) allows the municipality to “shelter” new value resulting from certain development projects from the computation of its State subsidies and County taxes.

- The first objective of the Assessing Department should be equitable and uniform assessments. Property values are continually monitored to accomplish this objective.

Preliminary 2017 State Valuation, dated April – 2015. This valuation report represents the full equalized value of all taxable property in the municipality as of April 1, 2015.

- State Valuation - \$2,554,550,000 - increased 0.43% from previous year.
 - Combined Sales Ratio using 282 sales is 96% which improved 2% points from previous year’s ratio of 94%
 - Quality rating of 13 – Maintained Good Rating. Previous rating was 11.
 - BETE Audit rated “Very Good Order”
 - (Title 36 Section 327 Assessing Standards – Ratio between 70% and 110% & Quality rating of 20 or lower.)
-
- FY17 Residential Exemption Review

<u>Exemption Type</u>	<u>Number of Exemptions</u>	<u>Value of Exempt Property</u>
Homestead Exemption	5,022	\$74,491,300
Veteran Exemption	631	\$3,785,500
Legally Blind Exemption	17	\$68,000

Assessor mission requires the Assessor's Office to provide taxpayers with equitable assessments and the best available assessment services. Additional duties provide a high level of understanding and advice of matters relating to property tax policy as they may impact the City and to promote goodwill through professionalism and education of assessment processes.

- Homestead Exemption Update:

- (A) As of April 1, 2016, the homestead exemption was \$15,000. In 2017, the homestead exemption will increase to \$20,000 with the State reimbursement rate of 50% on the first \$10,000 and 75% on the second 10,000. Effective June 30, 2015. 36 M.R.S. §683; LD 1019, c. 267.

Municipal impact – assuming no changes in the upcoming legislative period: \$25,000,000 estimated valuation reduction for April 1, 2017.

With the State reimbursing at an effective, overall rate of 62.5% there is no proposed fiscal impact for the City of Bangor.

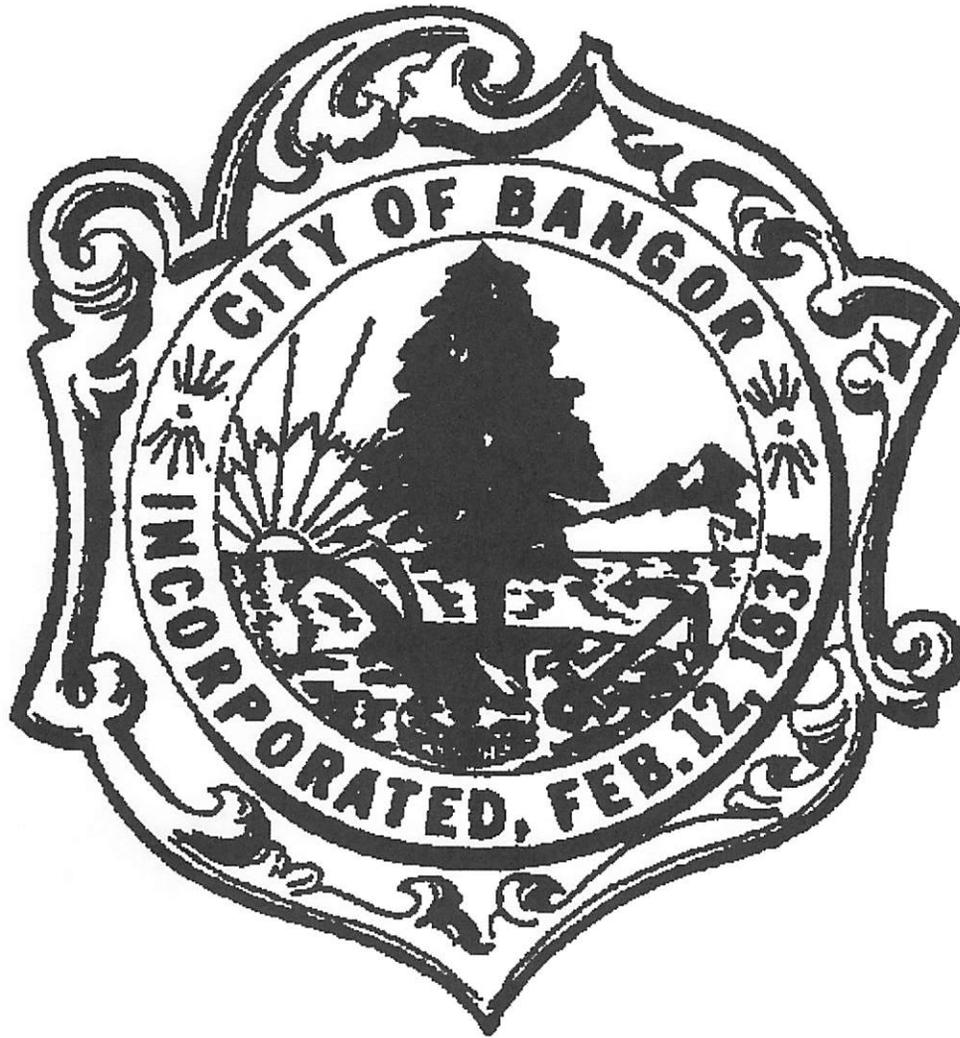
- (B) Homestead Exemption projects for the fall of 2016
 - (1) Review eligibility for the homestead exemption.
 - (2) Inform the public about the homestead exemption.

MAINE HOME SALES UP 9.62 PERCENT IN JUNE (report on July 21, 2016)

- Sales of single-family existing homes in Maine jumped by single-digits in June. According to Maine Listings, 1,906 homes changed hands last month, resulting in an 9.62 percent rise in sales. The statewide median sales price (MSP) for homes sold during the month of June increased 5.49 percent to \$198,000. The MSP indicates that half of the homes were sold for more and half sold for less.
- Sales of single-family existing homes in Penobscot County jumped by 35.62% comparing April 1, 2015 to June 30, 2015 with April 1, 2016 to June 30, 2016. The County median sales price (MSP) percentage change was 1.5%.
- Source: Maine Real Estate Information Systems, Inc.

City of Bangor

FY2017 COMMITMENT REPORT

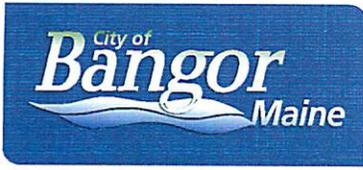


Prepared by: City Assessor
(August 2016)

City of Bangor

Fiscal Year 2017 Commitment Report

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10-11	Assessors Certificate of Assessment & Warrant
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13	Tax Rate Calculation Form (Downtown District)
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16	Certificate of Assessment (Downtown District)
17-18	Bangor Center Development District and Council Order 16-225
19-21	Penobscot Cty: Assessor Return, Tax Warrant and Muni. Summary
22-33	2016 Municipal Valuation Return
34	List of Real Estate Highest 25 Taxpayers by Name & Highest Value
35	List of Real Estate Highest 25 Taxpayers by Name & Highest Value (includes multiple accounts)
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37	List of Personal Property Highest 25 Taxpayers by Name and Highest Value (includes multiple accounts)



Department of Assessing

Philip S. Drew
Assessor

Peggy A. Collins
Appraiser

Stephen Sullivan
Appraisal Technician

MEMORANDUM

August 2016

To: City Councilors
Cathy Conlow, City Manager
Deb Cyr, Finance Director

From: Philip S. Drew, City Assessor

Subject: FY2017 Assessment Commitment Report

In accordance with Title 36, M.R.S.A. Section 708 & 709, I have committed on July 8, 2016 a list of all taxable real and personal property, as of April 1, 2016, to both the Treasurer and Tax Collector.

Following this letter please find several reports and tax information regarding the City of Bangor. These reports are timely and informative regarding valuation. The 2016 Municipal Valuation Return is a quick summary of taxable and exempt classes of property.

I encourage you to meet with me to discuss any of the data in these reports, which you may have questions about.

Respectfully submitted,

A handwritten signature in blue ink that reads "Philip S. Drew".

Philip S. Drew
City Assessor



CITY OF BANGOR
ASSESSING DEPARTMENT – MISSION STATEMENT

Mission Statement

The mission of the Assessor's Office in administering property tax law is to discover, list, make accurate estimates of just value and defend assessments of all property, both real and personal, within the jurisdiction according to the Constitution and Laws of the State of Maine, in keeping with current assessment techniques and accepted technologies.

The mission requires the Assessor's Office to provide taxpayers with equitable assessments and the best available assessment services. Additional duties provide a high level of understanding and advice of matters relating to property tax policy as they may impact the City and to promote goodwill through professionalism and education of assessment processes.

Departmental Programs

Administration

Property Assessments

Property Inspections

Property Tax Maps

Customer Service

**Assessing Department
Organizational Chart
July 1, 2016**

PHILIP S. DREW

Certified Maine Assessor #516
State of Maine Certified Residential
Appraiser #CR905
City Title: City Assessor

PEGGY A. COLLINS

State of Maine Certified Assessor #796
City Title: Appraiser

STEPHEN M. SULLIVAN

State of Maine Certified Assessor #861
City Title: Appraisal Technician

PATRICIA A. LOOK

City Title: Real Estate Accounts Clerk
Part-time position

LINDA M. GARDNER

City Title: Personal Property Clerk

(4 2/3 FTE since July 1, 2013)

**Assessing Department
FY2017 - PROGRAM ORGANIZATION**

Administration

Assessor
Appraisers (1)
Appraisal Technician (1)
Accounts Clerks (2)

--- General Administration

--- Information Processing
Real Property
Personal Property

--- Personnel Management

--- Information Distribution

Appraisal

Assessor
Appraisers

--- Real Property

--- Personal Property

--- General Review

--- Assessing Standards

--- Statistical Analysis

--- Equalization/Revaluation

Real Property
Personal Property

--- Defend Assessments

Special Projects

All Personnel

--- As Assigned
Council
Manager

--- City Dept. Support

--- Licensing/ Continuing Ed

--- Assessor /Appraisers
Designation Continuing Ed

--- Education Classes for
Special Assessments

--- Public Relations

City of Bangor Assessing Department FY2017 Recurring Projects

Recurring Projects

- Municipal Valuation Report
- Assessor Commitment Report to City Council/Manager
- Treegrowth Tax Roster – Annual Update
- State Sales Turn-Around Document
- Sales Analysis for Coming Year Update
- Personal Property Declaration Form/Letter of Instruction Updates
- Personal Property Declaration Form Mailings
- Personal Property Depreciation Tables Update
- Marshal & Swift Commercial Cost File Updated
- Annual Budget Review for Coming tax year
- Assessor’s Coming Year Projections with Council
- Power Point Presentation review and update for coming tax year
- Tax Map Annual Update
- April 1 valuations
- Commitment of Tax Roll
- Collect Income and Expense data for Commercial and Industrial properties.
- Develop valuation standards for Commercial and Industrial properties
- Process/building permits on new construction and establish or update assessments as required
- Process/review Occupancy Permits to collect information to be used for finalizing real property assessments and setting up new personal property accounts when required
- Print and place valuation labels on tax cards
- Process “exempt” applications and verify eligibility:
 - Veterans Exemption
 - Homestead Exemptions
 - Blind Exemptions

SPECIAL PROJECTS

- Assessor’s Commitment Report
- TIF Report
- Downtown Development District
- Coordinate with Community & Economic Development for new developments
- Determine necessity for city-wide revaluation due to change in real estate market.

Assessing Department FY2017 Goals

The assessing office will assess all property at a level between 90 and 110 percent of their current market value as of the sales date shown by a ratio study. This level will be achieved by the coming year.

The assessing office will assess all assessable properties uniformly so that the coefficient of dispersion will be 15 or less. This level will be achieved by the coming year.

The assessing office will maintain the TRIO Assessing Software (computer-assessed mass appraisal system) as circumstances warrant.

The assessing office will list promptly all Real Property in Bangor by processing deeds received from the recorder's office (PRD) within one week (on average) of receipt.

The assessing office will list promptly all Personal Property Declaration Forms (property lists) received from property owner within one week (on average) of receipt.

Building permits provide forewarnings on construction activity. Using these permits assessments for new construction and building improvements will be completed annually by April 1.

Review and process all real and personal property exemption applications.

The city paper tax maps will be updated annually by April 1. ArcGIS maps available online are updated as soon as deed splits are processed.

The assessing office will continue to change our work-flow when possible to increase efficiency and assist other city departments. This is on-going.

The assessing office will provide online access to assessment records (aka property field cards).

City of Bangor Assessing Department FY2017 - Department Programs

Administration – City Assessor is responsible for planning and directing the operations of the Assessing Department, managing departmental personnel and evaluating performances, and prepares and monitors annual budget. The first requirement of a legal assessment is that it shall be uniform according to standards fixed by law. Title 36 M.R.S.A. 327 (1) a minimum assessment of 70% and an assessment quality of 20. The first objective of the Assessing Department, then, should be *equitable* and *uniform* assessments. As equity is lost in individual cases, the tax burden starts to shift, and equity is slowly destroyed. The department assists taxpayers with submitting applications for abatements and defends values on property when needed.

Assessments – In general, the City of Bangor uses an assessing process that starts from the basis of the replacement cost of the structure. Once this cost is established, depreciation is applied to reflect current market conditions. Variations in the value of similar homes in different neighborhoods are generally dealt with through adjusting the value of the underlying land. This recognizes that certain neighborhoods have a higher market appeal than others.

The focus of the Assessing Department is to *calibrate the values* derived in this way to actual market conditions, by making necessary adjustments, in an effort to establish assessed values which are as close to market value as possible.

Customer Service – The Assessing staff responds to inquires from surveyors, contractors, realtors, appraisers, financial institutions, members of the general public and property owners regarding a full array of assessing and appraisal practices including current valuations on properties within the City.

Property Inspections – Inspections of Real & Personal Property. The assessor should begin as soon as possible after April 1st the first steps of the assessment process, which is to ascertain as accurately as possible the nature (*land, building, personal*) amount (*size and number*), and value of all taxable property (36 M.R.S.A. 708). Property taxes in Maine are assessed annually on the basis of the status of property as of April 1, and the *tax year is April 1 to April 1* (36 M.R.S.A. 502).

Property Tax Maps – Review recorded documents verifying legal descriptions, updated demographic information relating to property ownership. These documents are then used to update computer file, tax maps, Residential and Commercial Land Value code maps, verify and maintain land value cost tables. Map information maintained in paper form and ArcGIS (both area available online).

Equality – At the local level, the City Council has followed a policy of maintaining our assessed value as close to *100% of market value* as practical. This policy was established in the late 1980s as a result of the last citywide revaluation. Our policy was adopted in an effort to both insure fairness by maintaining equitable assessments on an annual basis and to avoid “*sticker shock*” and the high cost of a full revaluation. Reviews of property values are continually monitored to accomplish equality.

2016 ENHANCED BETE MUNICIPAL TAX RATE CALCULATION FORM
Municipality: Bangor 2017

BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT

1. Total taxable valuation of real estate	1	2,344,351,100	
2. Total taxable valuation of personal property	2	221,870,900	
3. Total taxable valuation of real estate and personal property (Line 1 plus line 2)	3		2,566,222,000
4. (a) Total exempt value for all homestead exemptions granted	4(a)	74,491,300	
(b) Homestead exemption reimbursement value	4(b)	37,245,650	
		(Line 4(a) multiplied by .5)	
5. (a) Total exempt value of all BETE qualified property	5(a)	105,332,700	
Enhanced Total of all reimbursable BETE Exempt Valuation	5(b)	61,138,265	
6. Total Valuation Base (Line 3 plus line 4(b) plus line 5(b))	6		2,664,605,915

Assessments

7. County Tax	7	3,266,410.58	
8. Municipal Appropriation	8	30,340,192.00	
9. TIF Financing Plan Amount	9	3,273,617.00	
10. Local Educational Appropriation (Local Share/Contribution) (Adjusted to Municipal Fiscal Year)	10	24,894,500.00	
11. Total Assessments (Add lines 7 through 10).....	11		61,774,719.58

ALLOWABLE DEDUCTIONS

12. State Municipal Revenue Sharing.....	12	2,150,000.00	
13. Other Revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. Do Not Include any Homestead or BETE Reimbursement)	13	0.00	
14. Total Deductions (Line 12 plus line 13).....	14		2,150,000.00
15. Net to be raised by local property tax rate (Line 11 minus line 14).....	15		59,624,719.58

16.	59,624,719.58	X	1.05	=	62,605,955.56	Maximum Allowable Tax
17.	59,624,719.58	/	2,664,605,915	=	0.022377	Minimum Tax Rate
18.	62,605,955.56	/	2,664,605,915	=	0.023495	Maximum Tax Rate
19.	2,566,222,000	X	0.0225	=	57,739,995.00	Tax for Commitment
			(Selected Rate)		(Enter on Page 1, line 13)	
20.	59,624,719.58	X	0.05	=	2,981,235.98	Maximum Overlay
21.	37,245,650	X	0.0225	=	838,027.13	Homestead Reimbursement
			(Selected Rate)		(Enter on line 8, Assessment Warrant)	
22.	61,138,265	X	0.0225	=	1,375,610.96	BETE Reimbursement
			(Selected Rate)		(Enter on line 9, Assessment Warrant)	
23.	59,953,633.09	-	59,624,719.58	=	328,913.51	Overlay
	(Line 19 plus lines 21 and 22)				(Enter on line 5, Assessment Warrant)	

(If Line 23 exceeds Line 20 select a lower tax rate.) 9

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

ASSESSORS' CERTIFICATION OF ASSESSMENT

I HEREBY CERTIFY, that the pages herein, RE numbered from 1 to 1,717 and PP numbered 1 to 251 inclusive, contain a list and valuation of Estates, Real and Personal, liable to be taxed in the Municipality of Bangor for State, County, District, and Municipal Taxes for the fiscal year 07/01/2016 to 06/30/2017 as they existed on the first day of April 2016.

IN WITNESS THEREOF, we have hereunto set our hands at Bangor this 8 day of July, 2016.

Philip S. Drew

Philip S. Drew, Assessor

RE Tax of \$52,747,899.75 - PP Tax of \$4,992,095.25 – Total of \$57,739,995.00 – as shown in the commitment book.

MUNICIPAL TAX ASSESSMENT WARRANT

State of Maine Municipality Bangor County Penobscot
To Mr. David W. Little, Tax Collector

In the name of the State of Maine you are hereby required to collect of each person named in the list herewith committed to you the amount set down on said list as payable by that person.

Assessments:

1. County Tax	3,266,410.58	
2. Municipal Appropriation	30,340,192.00	
3. TIF Financing Plan Amount	3,273,617.00	
4. Local Educational Appropriation	24,894,500.00	
5. Overlay (Not to Exceed 5% of "Net To Be Raised" (see tax rate calculation #16)	328,913.51	
6. Total Assessments		62,103,633.09

Deductions:

7. State Municipal Revenue Sharing	2,150,000.00	
8. Homestead Reimbursement	838,027.13	
9. BETE Reimbursement	1,375,610.96	
10. Other Revenue	0.00	
11. Total Deductions		4,363,638.09
12. <u>Net Assessment for Commitment</u>		57,739,995.00

You are to pay to Ms. Deborah A. Cyr, the Municipal Treasurer, or to any successor in office, the taxes herewith committed, paying on the last day of each month all money collected by you, and you are to complete and make an account of your collections of the whole sum on or before 06/30/2017.

In case of the neglect of any person to pay the sum required by said list until after 09/15/2016 & 03/15/2017; you will add interest to so much thereof as remains unpaid at the rate of 7.00 percent per annum, commencing 09/16/2016 & 03/16/2017 to the time of payment, and collect the same with the tax remaining unpaid.

Given under our hands, as provided by a legal vote of the Municipality and Warrants received pursuant to the Laws of the State of Maine, this 07/08/2016.

Philip S. Drew

Philip S. Drew, Assessor

CERTIFICATE OF COMMITMENT

To Mr. David W. Little
Bangor

the Collector of the Municipality of
, aforesaid.

Herewith are committed to you true lists of the assessments of the Estates of the persons wherein named; you are to levy and collect the same, of each one their respective amount, therein set down, of the sum total of \$57,739,995.00 (being the amount of the lists contained herein), according to the tenor of the foregoing warrant.

Given under our hands this 07/08/2016

Philip S. Drew

Philip S. Drew, Assessor

Complete in Duplicate. File original with Tax Collector. File copy in Valuation Book

CERTIFICATE OF ASSESSMENT TO BE RETURNED TO MUNICIPAL TREASURER
STATE OF MAINE

County Penobscot, ss.

We hereby certify, that we have assessed a tax on the estate, real and personal liable to be taxed in the Municipality of Bangor for the fiscal year 07/01/2016 to 06/30/2017, at 22.5 mils on the dollar, on a total taxable valuation of \$2,566,222,000

Assessments:

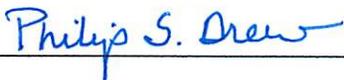
1. County Tax	3,266,410.58	
2. Municipal Appropriation	30,340,192.00	
3. TIF Financing Plan Amount	3,273,617.00	
4. Local Educational Appropriation	24,894,500.00	
5. Overlay (Not to Exceed 5% of "Net To Be Raised" (see tax rate calculation #16)	328,913.51	
6. Total Assessments		62,103,633.09

Deductions:

7. State Municipal Revenue Sharing	2,150,000.00	
8. Homestead Reimbursement	838,027.13	
9. BETE Reimbursement	1,375,610.96	
10. Other Revenue	0.00	
11. Total Deductions		4,363,638.09
12. <u>Net Assessment for Commitment</u>		57,739,995.00

Lists of all the same we have committed to Mr. David W. Little, Tax Collector of said Municipality, with warrants in due form of law for collecting and paying the same to Ms. Deborah A. Cyr, Municipal Treasurer of said Municipality, or the successor in office, on or before such date, or dates, as provided by legal vote of the Municipality and warrants received pursuant to the laws of the State of Maine. (Title 36 MRSA, section 712)

Given under our hands this 07/08/2016



Philip S. Drew, Assessor

Complete in Duplicate. File original with Tax Collector. File copy in Valuation Book

MAINE REVENUE SERVICES - 2016 MUNICIPAL TAX RATE CALCULATION STANDARD FORM

Municipality: Downtown District - Bangor - April 1, 2016

BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT

1. Total taxable valuation of real estate	1	<input type="text" value="119,198,800"/>	(should agree with MVR Page 1, line 6)
2. Total taxable valuation of personal property	2	<input type="text"/>	
3. Total taxable valuation of real estate and personal property (Line 1 plus line 2)	3	<input type="text" value="119,198,800"/>	(should agree with MVR Page 1, line 11)
4. (a) Total exempt value for all homestead exemptions granted	4(a)	<input type="text"/>	(should agree with MVR Page 1, line 14f)
(b) Homestead exemption reimbursement value	4(b)	<input type="text" value="0"/>	(line 4(a) multiplied by 0.5)
5. (a) Total exempt value of all BETE qualified property	5(a)	<input type="text"/>	(should agree with MVR Page 2, line 15c)
(b) BETE exemption reimbursement value	5(b)	<input type="text"/>	(line 5(a) multiplied by 0.5)
<i>Municipalities with significant personal property & equipment may qualify for more than 50% reimbursement. Contact MRS for the Enhanced Calculator Form.</i>			
6. Total valuation base (Line 3 plus line 4(b) plus line 5(b))	6	<input type="text" value="119,198,800"/>	

DO NOT QUALIFY

ASSESSMENTS

7. County tax	7	<input type="text"/>	
8. Municipal appropriation	8	<input type="text" value="\$60,690.00"/>	
9. TIF financing plan amount	9	<input type="text"/>	
10. Local education appropriation (Local share/contribution) (Adjusted to Municipal Fiscal Year)	10	<input type="text"/>	(should agree with MVR Page 2, line 16c)
11. Total assessments (Add lines 7 through 10)	11	<input type="text" value="\$60,690.00"/>	

ALLOWABLE DEDUCTIONS

12. State municipal revenue sharing	12	<input type="text"/>	
13. Other revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. (Do not include any homestead or BETE reimbursement))	13	<input type="text"/>	
14. Total deductions (Line 12 plus line 13)	14	<input type="text" value="\$0.00"/>	
15. Net to be raised by local property tax rate (Line 11 minus line 14)	15	<input type="text" value="\$60,690.00"/>	

16.	<input type="text" value="\$60,690.00"/>	x	<input type="text" value="1.05"/>	=	<input type="text" value="\$63,724.50"/>	Maximum Allowable Tax
	(Amount from line 15)					
17.	<input type="text" value="\$60,690.00"/>	÷	<input type="text" value="119,198,800"/>	=	<input type="text" value="0.000509"/>	Minimum Tax Rate
	(Amount from line 15)		(Amount from line 6)			
18.	<input type="text" value="\$63,724.50"/>	÷	<input type="text" value="119,198,800"/>	=	<input type="text" value="0.000535"/>	Maximum Tax Rate
	(Amount from line 16)		(Amount from line 6)			
19.	<input type="text" value="119,198,800"/>	x	<input type="text" value="0.000530"/>	=	<input type="text" value="\$63,175.36"/>	Tax for Commitment
	(Amount from line 3)		(Selected Rate)		(Enter on MVR Page 1, line 13)	
20.	<input type="text" value="\$60,690.00"/>	x	<input type="text" value="0.05"/>	=	<input type="text" value="\$3,034.50"/>	Maximum Overlay
	(Amount from line 15)					
21.	<input type="text" value="0"/>	x	<input type="text" value="0.000530"/>	=	<input type="text" value="\$0.00"/>	Homestead Reimbursement
	(Amount from line 4b)		(Selected Rate)		(Enter on line 8, Assessment Warrant)	
22.	<input type="text" value="0"/>	x	<input type="text" value="0.000530"/>	=	<input type="text" value="\$0.00"/>	BETE Reimbursement
	(Amount from line 5b)		(Selected Rate)		(Enter on line 9, Assessment Warrant)	
23.	<input type="text" value="\$63,175.36"/>	-	<input type="text" value="\$60,690.00"/>	=	<input type="text" value="\$2,485.36"/>	Overlay
	(Line 19 plus lines 21 and 22)		(Amount from line 15)		(Enter on line 5, Assessment Warrant)	

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

DOWNTOWN DISTRICT - ASSESSORS' CERTIFICATION OF ASSESSMENT

I HEREBY CERTIFY, that the pages herein, RE numbered from 1 to 42 inclusive, contain a list and valuation of Estates, Real, liable to be taxed in the Municipality of Bangor for State, County, District, and Municipal Taxes for the fiscal year 07/01/2016 to 06/30/2017 as they existed on the first day of April 2016.

IN WITNESS THEREOF, we have hereunto set our hands at Bangor this 8 day of July, 2016.

Philip S. Drew

Philip S. Drew, Assessor

DOWNTOWN DISTRICT - MUNICIPAL TAX ASSESSMENT WARRANT

State of Maine Municipality Bangor County Penobscot
To Mr. David W. Little, Tax Collector

In the name of the State of Maine you are hereby required to collect of each person named in the list herewith committed to you the amount set down on said list as payable by that person.

Assessments:

1. County Tax	0.00	
2. Municipal Appropriation	60,690.00	
3. TIF Financing Plan Amount	0.00	
4. Local Educational Appropriation	0.00	
5. Overlay (Not to Exceed 5% of "Net To Be Raised" (see tax rate calculation #16)	2,485.36	
6. Total Assessments		63,175.36

Deductions:

7. State Municipal Revenue Sharing	0.00	
8. Homestead Reimbursement	0.00	
9. BETE Reimbursement	0.00	
10. Other Revenue	0.00	
11. Total Deductions		0.00
12. <u>Net Assessment for Commitment</u>		63,175.36

You are to pay to Ms. Deborah A. Cyr, the Municipal Treasurer, or to any successor in office, the taxes herewith committed, paying on the last day of each month all money collected by you, and you are to complete and make an account of your collections of the whole sum on or before 06/30/2017.

In case of the neglect of any person to pay the sum required by said list until after 09/15/2016; you will add interest to so much thereof as remains unpaid at the rate of 7.00 percent per annum, commencing 09/16/2016 to the time of payment, and collect the same with the tax remaining unpaid.

Given under our hands, as provided by a legal vote of the Municipality and Warrants received pursuant to the Laws of the State of Maine, this 07/08/2016.

Philip S. Drew

Philip S. Drew, Assessor

DOWNTOWN DISTRICT - CERTIFICATE OF COMMITMENT

To Mr. David W. Little the Collector of the Municipality of
Bangor , aforesaid.

Herewith are committed to you true lists of the assessments of the Estates of the persons wherein named; you are to levy and collect the same, of each one their respective amount, therein set down, of the sum total of \$63,175.36 (being the amount of the lists contained herein), according to the tenor of the foregoing warrant.

Given under our hands this 07/08/2016

Philip S. Drew

Philip S. Drew, Assessor

Complete in Duplicate. File original with Tax Collector. File copy in Valuation Book

DOWNTOWN DISTRICT - CERTIFICATE OF ASSESSMENT

**TO BE RETURNED TO MUNICIPAL TREASURER
STATE OF MAINE**

County Penobscot , ss.

We hereby certify, that we have assessed a tax on the estate, real liable to be taxed in the Municipality of Bangor for the fiscal year 07/01/2016 to 06/30/2017, at 0.53 mils on the dollar, on a total taxable valuation of \$119,198,800

Assessments:

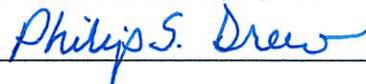
1. County Tax	0.00	
2. Municipal Appropriation	60,690.00	
3. TIF Financing Plan Amount	0.00	
4. Local Educational Appropriation	0.00	
5. Overlay (Not to Exceed 5% of "Net To Be Raised" (see tax rate calculation #16)	2,485.36	
6. Total Assessments		63,175.36

Deductions:

7. State Municipal Revenue Sharing	0.00	
8. Homestead Reimbursement	0.00	
9. BETE Reimbursement	0.00	
10. Other Revenue	0.00	
11. Total Deductions		0.00
12. Net Assessment for Commitment		63,175.36

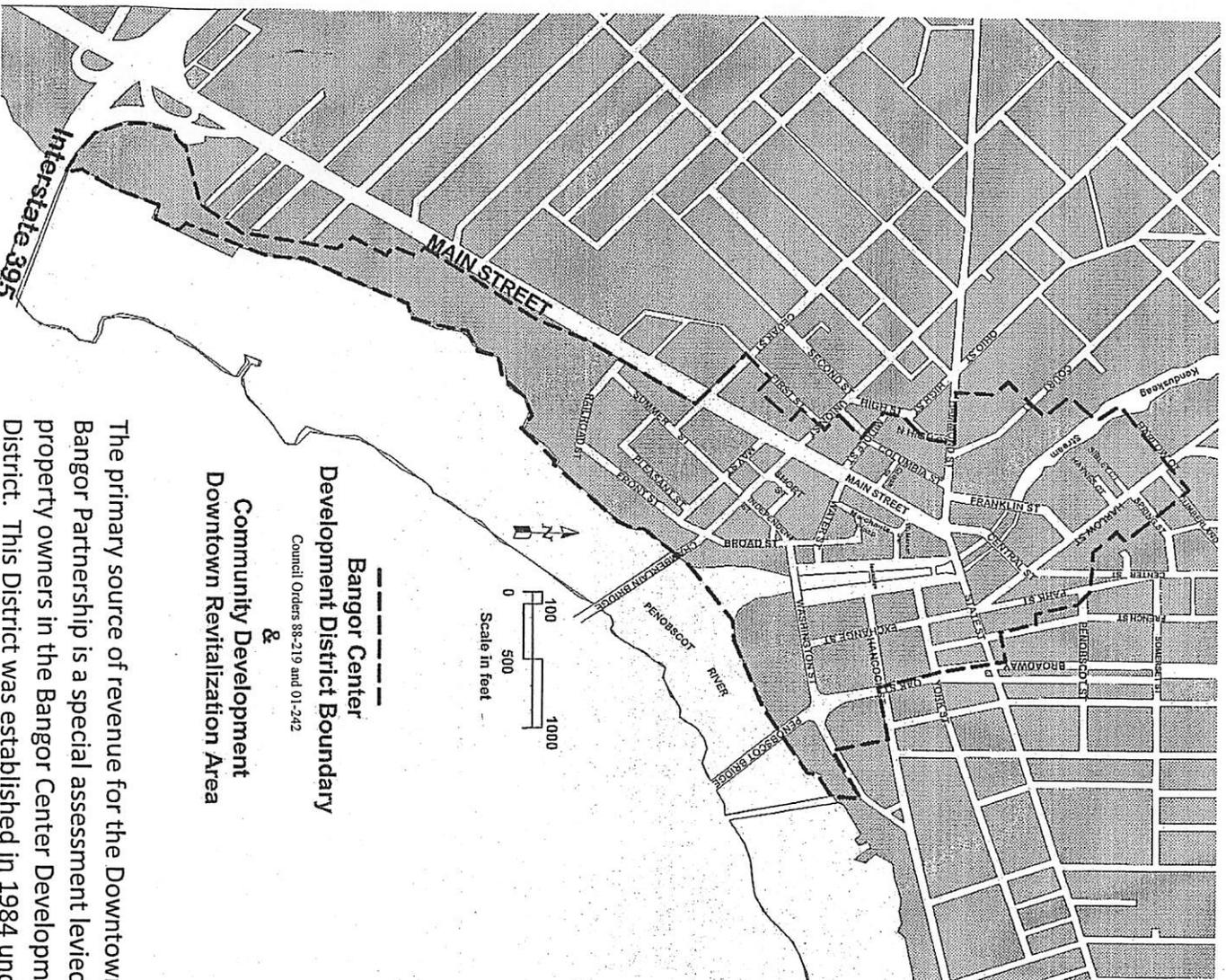
Lists of all the same we have committed to Mr. David W. Little, Tax Collector of said Municipality, with warrants in due form of law for collecting and paying the same to Ms. Deborah A. Cyr, Municipal Treasurer of said Municipality, or the successor in office, on or before such date, or dates, as provided by legal vote of the Municipality and warrants received pursuant to the laws of the State of Maine. (Title 36 MRSA, section 712)

Given under our hands this 07/08/2016


Philip S. Drew, Assessor

Complete in Duplicate. File original with Tax Collector. File copy in Valuation Book

Bangor Center Development District



The primary source of revenue for the Downtown Bangor Partnership is a special assessment levied on property owners in the Bangor Center Development District. This District was established in 1984 under state statute. The District stretches from a northern boundary of Cumberland, Harlow, and Court Street to the southern boundary along the Penobscot River.



Assigned to Councilor Durgin

CITY OF BANGOR

(TITLE.) ORDER, Bangor Center Development District – Establishment of Implementation Assessments

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BANGOR THAT

The sum of \$60,690 be assessed to fund the operation of the Bangor Center Development District for the period beginning July 1, 2016 and ending on June 30, 2017; and be it further

ORDERED, THAT all real property in the Bangor Center Development District, subject to taxation, shall be assessed at a rate of \$0.51 per \$1,000 of valuation; and be it further

ORDERED, THAT an overlay in the amount of \$0.02 per \$1,000 is hereby assessed upon said real property; and be it further

ORDERED, THAT said assessments shall be due and payable to the City of Bangor on or before September 15, 2016 with interest to accrue at an annual rate of 7% from September 16, 2016 on all of said assessments remaining unpaid after September 16, 2016; and be it further

ORDERED, THAT assessments be hereby committed to the Tax Collector of the City of Bangor for collection in accordance with the authority established under 30-A M.R.S.A. § 5228; and be it further

ORDERED, THAT said Tax Collector is hereby authorized and directed to take all necessary action for the collection of said assessments as may be provided by law.

ASSESSOR'S RETURN

Pursuant to a Warrant to us directed from **William J. Collins**, Administrator of the Court of County Commissioners for the County of Penobscot, dated the **2nd Second Day of February, 2016** we have assessed the polls and estates of the inhabitants, and the estates of the non-resident proprietors of the City of **Bangor** in said County, the sum of Three Million, Two-Hundred Sixty-Six Thousand, Four-Hundred Ten Dollars and Fifty-Eight Cents \$ **3,266,410.58** and have committed lists thereof to David W. Little Collector of said municipality with a warrant in due form of law for collecting and paying the same to Deborah A. Cyr, Treasurer of said municipality or the successor in office, to be paid by the same to **Daniel Tremble** **Treasurer of said County of Penobscot** or the successor in said office on or before the first day of September next.

In Witness Whereof, we have hereunto set our hands at
Bangor the 8th day of July 2016

Philip S. Drew

Assessor(s) for the municipality of:

Philip S. Drew

Bangor

\$ **3,266,410.58**

To be completed & forwarded to the County Treasurer as soon as the assessment shall be completed.

Daniel Tremble, Treasurer
County of Penobscot
97 Hammond Street
Bangor, ME 04401

State of Maine



PENOBSCOT, SS

TO THE ASSESSOR(S) OF THE TOWN OF **Bangor** IN THE COUNTY OF PENOBSCOT,

GREETINGS:

WHEREAS, pursuant to MRSA Title 30-A, §900F-900J, upon an estimate by the County Commissioners for said County, of the sums necessary for defraying the charges of the County for the year ensuing, and exhibited by the Administrator of said County, the Penobscot County Budget Committee granted a tax of **\$ 13,728,183.00** *Thirteen Million, Seven Hundred Twenty-Eight Thousand, One Hundred Eighty Three Dollars and No Cents* to be assessed, collected and paid according to law and applied for the purpose aforesaid.

And Whereas, the Court of County Commissioners, held at Bangor in and for the County of Penobscot on the **Second Day of February, 2016**, made apportionment of said tax as the law directs upon several Cities, Towns, Plantations and Unorganized Places within said County and ordered that the Clerk of said County forthwith send out warrants for assessing the several Cities, Towns, Plantations & Unorganized Places proportion thereof as the law directs and for paying the same.

And whereas upon a due apportionment of said sum, your Town's proportion thereof is found to be **\$ 3,266,410.58** *Three Million, Two-Hundred Sixty-Six Thousand, Four-Hundred Ten Dollars and Fifty-Eight Cents*

You are Therefore Hereby Required, in the name of the County of Penobscot, to assess the said sum last mentioned, upon the inhabitants of said Town, agreeable to the laws of said State, and cause the same in like manner to be collected and paid to the Treasurere of said Town of **Bangor** to be paid by him/her to **Daniel Tremble** *Treasurer of said County of Penobscot* or to his successor in said office, upon his warrant issued for the same on or before the **first day of September next**.

Hereof Fail Not, and make due the Assessors' return where the names of the person or persons to whom your list or lists of assessments shall be committed, to the said County Treasurer as soon as may be thereafter.

Pursuant to MRSA Title 36 §892-A, you are hereby notified that interest at the rate of **7% Seven Percent simple annual interest**, as specified by vote of the County Commissioners, shall accrue on all unpaid balances of the County Tax that are then due, beginning on the **60th day after the first of September next**. **County taxes not paid prior to the 60th day after the date for payment are delinquent. The rate of interest specified herein shall apply to the delinquent taxes committed during the taxable year until those taxes are paid in full and the interest shall be added to become part of the taxes.**

By order of the County Commissioners.

STATE OF MAINE

Penobscot, ss

At a Court of County Commissioners begun and held at Bangor, within and for the County of Penobscot, on the first Tuesday of February, being February 2nd, 2016.



PRESENT Honorable Peter Baldacci, Chair
 Honorable Laura Sanborn
 Honorable Thomas J. Davis, Jr.

ORDERED: That the following Cities, Towns, Plantations and Unorganized Territory in said County of Penobscot in accordance with the valuation as fixed by the Board of State Assessors, as provided by the law as a Board of Equalization, January 2016 and in accordance with the Penobscot County Budget Committee for the year 2016, laying a tax on the Cities, Towns, Plantations and Unorganized Territory for a just and fair proportion of their respective county taxes, and in said County of Penobscot for the year 2016 a sum of **Thirteen Million, Seven Hundred Twenty Eight Thousand, One Hundred Eighty Three Dollars, \$13,728.183**, the rate being \$.00128411785 on the dollar, as provided by law.

MUNICIPALITY	STATE VALUATION	COUNTY TAX	MUNICIPALITY	STATE VALUATION	COUNTY TAX
Alton	40,850,000	52,456.21	Kenduskeag	73,750,000	94,703.69
Bangor	2,543,700,000	3,265,410.58	Lagrange	30,200,000	38,780.36
Bradford	65,100,000	83,596.07	Lakeville	64,950,000	83,403.45
Bradley	110,200,000	141,509.79	Lee	55,400,000	71,140.13
Brewer	721,350,000	926,298.41	Levant	159,950,000	205,394.65
Burlington	37,100,000	47,640.77	Lincoln	290,900,000	373,549.88
Carmel	168,800,000	216,759.09	Lowell	46,300,000	59,454.66
Carroll	23,950,000	30,754.62	Mattawamkeag	39,250,000	50,401.63
Charleston	66,250,000	85,072.81	Maxfield	7,950,000	10,208.74
Chester	67,550,000	86,742.16	Medway	61,150,000	78,523.81
Clifton	73,500,000	94,382.66	Milford	175,900,000	225,876.33
Corinna	109,100,000	140,097.26	Millinocket	208,300,000	267,481.75
Corinth	141,100,000	181,189.03	Mt Chase	35,950,000	46,164.04
Dexter	220,150,000	282,698.54	Newburgh	102,750,000	131,943.11
Dixmont	79,200,000	101,702.13	Newport	263,000,000	337,722.99
Drew	4,900,000	6,292.18	Old Town	486,700,000	624,980.16
East Millinocket	75,850,000	97,400.34	Orono	420,050,000	539,393.70
Eddington	165,050,000	211,943.65	Orrington	352,850,000	453,100.98
Edinburg	8,750,000	11,236.03	Passadumkeag	18,000,000	23,114.12
Enfield	152,800,000	196,213.21	Patten	38,250,000	49,117.51
Etna	69,850,000	89,695.63	Plymouth	74,600,000	95,795.19
Exeter	61,300,000	78,716.42	Seboeis	10,750,000	13,804.27
Garland	51,050,000	65,554.22	Springfield	17,800,000	22,857.30
Glenburn	292,650,000	375,797.09	Staceyville	18,300,000	23,499.36
Greenbush	57,650,000	74,029.39	Stetson	83,150,000	106,774.40
Hampden	617,200,000	792,557.54	Veazie	232,400,000	298,428.99
Hermon	472,800,000	607,130.92	Webster	7,300,000	9,374.06
Holden	274,850,000	352,939.79	Winn	20,950,000	26,902.27
Howland	63,900,000	82,055.13	Woodville	18,000,000	23,114.12
Hudson	99,500,000	127,769.73	Penobscot Nation	9,000,000	11,557.06
			Unorganized Territory	330,950,000	424,978.80
			TOTAL	\$10,690,750,000	\$13,728.183


 Honorable Peter Baldacci, Chair
 Commissioner
 County of Penobscot


 Honorable Laura Sanborn
 Commissioner
 County of Penobscot


 Honorable Thomas J. Davis, Jr.
 Commissioner
 County of Penobscot

2016 Municipal Valuation Return



DUE DATE - NOVEMBER 1, 2016 (or within 30 days of commitment, whichever is later)

*Mail the signed original to Maine Revenue Services, Property Tax Division,
PO Box 9106, Augusta, ME 04332-9106 and affix copy to front cover of Municipal Valuation book.*

For help in filling out this return, please see the Municipal Valuation Return Guidance Document at
www.maine.gov/revenue/forms/property/appsformspubs.htm

Bangor Municipality

MAINE REVENUE SERVICES - 2016 MUNICIPAL VALUATION RETURN

(36 M.R.S. § 383)

DUE DATE - NOVEMBER 1, 2016 (or within 30 days of commitment, whichever is later)

1. County: Penobscot

Commitment Date: 7/8/2016 mm/dd/yyyy

2. Municipality Bangor

3. 2016 Certified Ratio (Percentage of current just value upon which assessments are based.) 3 100.00%
Homestead, veterans, blind, and BETE Exemptions, Tree Growth and Farmland values must be adjusted by this percentage

TAXABLE VALUATION OF REAL ESTATE
(Exclude exempt valuation of all categories)

4. Land (include value of transmission, distribution lines & substations, dams and power houses) 4 676,690,000
5. Buildings 5 1,667,661,100
6. Total taxable valuation of real estate (sum of lines 4 & 5 above) 6 2,344,351,100
(See Municipal Tax Rate Calculation Standard Form page 10, line 1)

TAXABLE VALUATION OF PERSONAL PROPERTY
(Exclude exempt valuation of all categories)

7. Production machinery and equipment 7 121,239,200
8. Business equipment (furniture, furnishings and fixtures) 8 98,979,100
9. All other personal property 9 1,652,600
10. Total taxable valuation of personal property (sum of lines 7 through 9 above) 10 221,870,900
(See Municipal Tax Rate Calculation Standard Form page 10, line 2)

OTHER TAX INFORMATION

11. Total taxable valuation of real estate and personal property (sum of lines 6 & 10 above) 11 2,566,222,000
(See Municipal Tax Rate Calculation Standard Form page 10, line 3)
12. 2016 Property Tax Rate (example .01520) 12 0.022500
13. 2016 Property Tax Levy (includes overlay and any fractional gains from rounding) 13 \$57,739,995.00
Note: This is the exact amount of 2016 tax actually committed to the collector
(See Municipal Tax Rate Calculation Standard Form page 10, line 19)

HOMESTEAD EXEMPTION REIMBURSEMENT CLAIM

Homestead exemptions must be adjusted by the municipality's certified ratio

14. a. Total number of \$15,000 homestead exemptions granted 14a 4,841
b. Total exempt value for all \$15,000 homestead exemptions granted (Line 14a x \$15,000) 14b 72,615,000
c. Total number of properties fully exempted (valued less than \$15,000) by homestead exemptions granted 14c 181
d. Total exempt value for all properties fully exempted (valued less than \$15,000) by homestead exemptions granted 14d 1,876,300
e. Total number of homestead exemptions granted (sum of 14a & 14c) 14e 5,022
f. Total exempt value for all homestead exemptions granted (sum of 14b & 14d) 14f 74,491,300
(Must be the same as Municipal Tax Rate Calculation Standard Form page 10, line 4a)
g. Total assessed value of all homestead qualified property (land & buildings) 14g 688,947,600

MAINE REVENUE SERVICES - 2016 MUNICIPAL VALUATION RETURN

Municipality: Bangor

TREE GROWTH TAX LAW CONTINUED

23. Number of forest acres first classified for tax year 2016.	23	<input type="text" value="0.00"/>
24. Land withdrawn from Tree Growth classification. (36 M.R.S. § 581)		
a. Total number of parcels withdrawn from 4/2/15 through 4/1/16.	24a	<input type="text" value="1"/>
b. Total number of acres withdrawn from 4/2/15 through 4/1/16.	24b	<input type="text" value="11.00"/>
c. Total value of penalties assessed by the municipality due to withdrawal of classified Tree Growth land from 4/2/15 through 4/1/16.	24c	<input type="text" value="\$8,500.00"/>
d. Total number of \$500 penalties assessed for non-compliance	24d	<input type="text" value="0"/>
24-1 Since April 1, 2015, have any Tree Growth acres been transferred to Farmland?	24-1	<input type="text" value="No"/> Yes/No

LAND CLASSIFIED UNDER THE FARM AND OPEN SPACE TAX LAW
(36 M.R.S. §§ 1101 to 1121)

FARM LAND:

25. Number of parcels classified as Farmland as of April 1, 2016. Parcels Withdrawn 2 Wrong Class 2 Parcels	25	<input type="text" value="8"/>
26. Number of acres first classified as Farmland for tax year 2016.	26	<input type="text" value="0.00"/>
27. a. Total number of acres of all land now classified as Farmland (Do not include Farm woodland)	27a	<input type="text" value="189.01"/>
b. Total valuation of all land now classified as Farmland (Do not include Farm woodland)	27b	<input type="text" value="65,038"/>
28. a. Number of <u>Farm</u> woodland acres:		
28a(1) Softwood acreage	28a(1)	<input type="text" value="56.50"/>
28a(2) Mixed wood acreage	28a(2)	<input type="text" value="41.20"/>
28a(3) Hardwood acreage	28a(3)	<input type="text" value="12.00"/>
b. Total number of acres of all land now classified as <u>Farm</u> woodland.	28b	<input type="text" value="109.70"/>
c. Total valuation of all land now classified as <u>Farm</u> woodland.	28c	<input type="text" value="15,853"/>
d. Per acre rates used for <u>Farm</u> woodland:		
Soft wood	28d(1)	<input type="text" value="138.00"/>
Mixed wood	28d(2)	<input type="text" value="160.00"/>
Hard wood	28d(3)	<input type="text" value="122.00"/>
29. Land withdrawn from Farmland classification. (36 M.R.S. § 1112)		
a. Total number of parcels withdrawn from 4/2/15 through 4/1/16.	29a	<input type="text" value="2"/>
b. Total number of acres withdrawn from 4/2/15 through 4/1/16.	29b	<input type="text" value="28.34"/>
c. Total value of penalties assessed by the municipality due to the withdrawal of classified Farmland from 4/2/15 through 4/1/16.	29c	<input type="text" value="\$4,170.29"/>
OPEN SPACE:		
30. Number of parcels classified as Open Space as of April 1, 2016.	30	<input type="text" value="0"/>
31. Number of acres first classified as Open Space for tax year 2016.	31	<input type="text" value="0.00"/>
32. Total number of acres of land now classified as Open Space.	32	<input type="text" value="0.00"/>
33. Total valuation of all land now classified as Open Space.	33	<input type="text" value="0"/>

MAINE REVENUE SERVICES - 2016 MUNICIPAL VALUATION RETURN

Municipality: Bangor

EXEMPT PROPERTY CONTINUED

40. h. Property of benevolent and charitable institutions. (§ 652(1)(A))	40h	364,917,800
i. Property of literary and scientific institutions. (§ 652(1)(B))	40i	58,679,000
j. Property of the American Legion, Veterans of Foreign Wars, American Veterans, Sons of Union Veterans of the Civil War, Disabled American Veterans and Navy Clubs of the USA. (§ 652(1)(E))		
1) Total exempt value of veterans organizations.	40 j(1)	274,700
2) Exempt value attributable to purposes other than meetings, ceremonies, or instruction facilities (reimbursable exemption).	40 j(2)	0
k. Property of chambers of commerce or boards of trade. (§ 652(1)(F))	40k	0
l. Property of houses of religious worship and parsonages. (§ 652(1)(G))		
1) Number of parsonages within this municipality.	40 l(1)	8
2) Indicate the total exempt value of those parsonages.	40 l(2)	160,000
3) Indicate the total taxable value of those parsonages.	40 l(3)	1,224,700
4) Indicate the total exempt value of all houses of religious worship.	40 l(4)	54,029,800
TOTAL EXEMPT VALUE OF ALL HOUSES OF RELIGIOUS WORSHIP AND PARSONAGES	[Sum of 40 l(2) and 40 l(4)] 40l	54,189,800
m. Property owned or held in trust for fraternal organizations operating under the lodge system (do not include college fraternities). (§ 652(1)(H))	40m	6,937,400
n. Personal property leased by a benevolent and charitable organization exempt from taxation under § 501 of the Internal Revenue Code of 1954 and the primary purpose is the operation of a hospital licensed by the Dept. of Health and Human Services, health maintenance organization or blood bank. (§ 652(1)(K)) <small>(Value of property <u>owned</u> by a hospital should be reported on line 40h)</small>	40n	1,400,000
o. Exempt value of real property of all persons determined to be legally blind. (§ 654-A) (\$4,000 adjusted by certified ratio)	40o	68,000
p. Aqueducts, pipes and conduits of any corporation supplying a municipality with water. (§ 656(1)(A))	40p	27,474,200
q. Animal waste storage facilities constructed after April 1, 1999 and certified as exempt by the Commissioner of Agriculture, Conservation and Forestry. (§ 656(1)(J)) (reimbursable exemption)	40q	0
r. Pollution control facilities that are certified as such by the Commissioner of Environmental Protection. (§ 656(1)(E))	40r	40,200
s. Snowmobile trail grooming equipment registered under 12 M.R.S. § 13113. (§ 655(1)(T)) (reimbursable exemption)	40s	0

MAINE REVENUE SERVICES - 2016 MUNICIPAL VALUATION RETURN

Municipality: Bangor

40t. VETERANS EXEMPTIONS - The following information is necessary in order to calculate reimbursement. (Section 653)

SECTION 1: The section is <i>only</i> for those veterans who served <u>during a federally recognized war period</u>		
	NUMBER OF EXEMPTIONS	EXEMPT VALUE
Widower:		
1. Living male spouse or male parent of a deceased Veteran. \$6,000 adjusted by the certified ratio. [Section 653(1)(D)]	40t(1)A <input type="text"/>	40s(1)B <input type="text"/>
Revocable Living Trusts:		
2. Paraplegic veteran (or their widow) who is the beneficiary of a revocable living trust. \$50,000 adjusted by the certified ratio. [Section 653(1)(D-1)]	40t(2)A <input type="text" value="0"/>	40s(2)B <input type="text" value="0"/>
3. All other veterans (or their widows) who are the beneficiaries of revocable living trusts. \$6,000 adjusted by the certified ratio. [Section 653(1)(C) or (D)]	40t(3)A <input type="text" value="26"/>	40s(3)B <input type="text" value="156,000"/>
WW I Veterans:		
4. WW I veteran (or their widow) enlisted as Maine resident. \$7,000 adjusted by the certified ratio. [Section 653(1)(C-1) or (D-2)]	40t(4)A <input type="text"/>	40s(4)B <input type="text"/>
5. WW I veteran (or their widow) enlisted as non-Maine resident. \$7,000 adjusted by the certified ratio. [Section 653(1)(C-1) or (D-2)]	40t(5)A <input type="text"/>	40s(5)B <input type="text"/>
Paraplegic Veterans:		
6. Paraplegic status veteran or their unremarried widow. \$50,000 adjusted by the certified ratio. [Section 653(1)(D-1)]	40t(6)A <input type="text"/>	40s(6)B <input type="text"/>
Cooperative Housing Corporation Veterans:		
7. Qualifying Shareholder of Cooperative Housing Corporation \$6,000 adjusted by the certified ratio. [Section 653(2)]	40t(7)A <input type="text"/>	40s(7)B <input type="text"/>
All Other Veterans:		
8. All other veterans (or their widows) enlisted as Maine residents. \$6,000 adjusted by the certified ratio. [Section 653(1)(C)(1)]	40t(8)A <input type="text" value="466"/>	40s(8)B <input type="text" value="2,795,500"/>
9. All other veterans (or their widows) enlisted as non-Maine residents. \$6,000 adjusted by the certified ratio. [Section 653(1)(C)(1)]	40t(9)A <input type="text" value="109"/>	40s(9)B <input type="text" value="654,000"/>
SECTION 2: This section is <i>only</i> for those veterans who <u>did not serve during a federally recognized war period</u>		
	NUMBER OF EXEMPTIONS	EXEMPT VALUE
10. Veteran (or their widow) disabled in the line of duty. \$6,000 adjusted by the certified ratio. [Section 653(1)(C)(2) or (D)]	40t(10)A <input type="text" value="17"/>	40s(10)B <input type="text" value="102,000"/>
11. Veteran (or their widow) who served during the periods from August 24, 1982 to July 31, 1984 and December 20, 1989 to January 31, 1990. \$6,000 adjusted by the certified ratio. [Section 653(1)(C)(1) or (D)]	40t(11)A <input type="text" value="2"/>	40s(11)B <input type="text" value="12,000"/>
12. Veteran (or their widow) who served during the period from February 27, 1961 and August 5, 1964, but did not serve prior to February 1, 1955 or after August 4, 1964. \$6,000 adjusted by the certified ratio. [Section 653(1)(C)(1) or (D)]	40t(12)A <input type="text" value="11"/>	40s(12)B <input type="text" value="66,000"/>

Total number of ALL veteran exemptions granted in 2016 40t(A)

Total exempt value of ALL veteran exemptions granted in tax year 2016 40s(B)

MAINE REVENUE SERVICES - 2016 MUNICIPAL VALUATION RETURN

Municipality: Bangor

MUNICIPAL RECORDS CONTINUED

45. Please indicate the best choice that describes how the municipality administers its assessment function. Choose SINGLE ASSESSOR, ASSESSORS' AGENT or BOARD OF ASSESSORS. Please provide the name if single assessor or agent.

a) Function 45a
b) Name 45b
c) Email address 45c

46. List the beginning and ending dates of the fiscal year in your municipality.

FROM 46a TO 46b
mm/dd/yyyy mm/dd/yyyy

47. Interest rate charged on overdue 2016 property taxes (36 M.R.S. § 505) 47
(not to exceed 7.00%)

48. Date(s) that 2016 property taxes are due. 48a 48b
48c 48d
mm/dd/yyyy mm/dd/yyyy

49. Are your assessment records computerized?

49a YES/NO Name of software used 49b

50. Has your municipality implemented a local tax relief program similar to the state's circuitbreaker program or property tax fairness credit? 50a YES/NO

How many people qualified? 50b

How much relief was granted? 50c

51. Has your municipality implemented a local elderly volunteer tax credit program under 36 M.R.S. § 6232(1-A)?

51a YES/NO How many people qualified? 51b

How much relief was granted? 51c

I/We, the Assessor(s) of the Municipality of do state that the foregoing information contained herein is, to the best knowledge and belief of this office, reported correctly and that all of the requirements of the law have been followed in valuing, listing and submitting the information.

ASSESSOR(S)
SIGNATURES

Philip S. Drew
Philip S. Drew, City Assessor

DATE
mm/dd/yyyy

NOTICE: This return must be completed and sent to the Property Tax Division by November 1, 2016 or within 30 days after the commitment date, whichever is later, in order to avoid reduction or loss of any entitlement under the Tree Growth Tax Law municipal reimbursement program for the 2016 tax year.

MAINE REVENUE SERVICES - 2016 MUNICIPAL VALUATION RETURN

Municipality: **Bangor** County: **Penobscot**

VALUATION INFORMATION

1. List the number and type of new, demolished and converted residential buildings in your municipality since April 1, 2015, giving the approximate increase or decrease in full market value.

	One Family	Two Family	3-4 Family	5 Family Plus	Mobile Homes	Seasonal Homes
New	14	0	0	1	12	0
Demolished	5	2	1	0	2	0
Converted						
Valuation Increase (+)	\$2,586,600	\$0	\$0	\$1,536,800	\$400,700	\$0
Valuation Loss (-)	\$256,800	\$150,100	\$60,300	\$0	\$2,800	\$0
Net Increase/Loss	\$2,329,800	(\$150,100)	(\$60,300)	\$1,536,800	\$397,900	\$0

2. List any new industrial or commercial growth started or expanded since April 1, 2015, giving the approximate full market value and additional machinery, equipment, etc.

New Credit Union \$641,200; New Fast Food Rest. (Wendy's) \$658,700
New Hotel \$12,378,700 (now complete); New Rest. \$406,800; New Storage Units \$129,600,
Remodeled Ernst Manor \$299,100; Remodeled Warehouse \$263,400
Remodeled Downtown Apartment Building \$1,022,300; New Shopping Center Addition \$664,800
Remodeled Big Box Retail \$2,924,000
New

3. List any extreme losses in valuation since April 1, 2015, giving a brief explanation such as "fire" or "mill closing", etc. giving the loss at full market value.

Demolished Restaurant \$210,300; Demolished Fast Food Restaurant \$501,400

4. Explain any general increase or decrease in valuation since April 1, 2015 based on revaluations, change in ratio used, adjustments, etc.

Personal Property New assets purchased in year 2015. Total Taxable \$21,080,500. Total BETE \$22,848,600. Grand Total \$43,929,100
Neighborhood Adjustments: Franklin Place Condo 5% increase, Sable Ridge Condo 4-5% decrease, Mallard Pond PUD 4 to 5% decrease, Nbhd 67 Orchard Hill Townhouses PUD 3 to 4% increase, Nbhd 54 Townhouse Units 5 to 6% decrease, Nbhd 107 (off Ohio St.) 4 to 5% increase, Nbhd 11 Kenduskeag Gardens 5% increase, Nbhd 36 (off Essex) 3 to 4% decrease, Nbhds 41 & 44 2 to 4% increase, Nbhds 75 & 76 3 to 4% increase.
Commercial and Industrial Cost File changes (Marshall Valuation Service) were minimal.
New Growth RE at \$25,940,000 New Growth PP See Below: Using Year Purchased of 2015 we have New Per. Prop. Taxable of \$21,080,500 & New Per. Prop. BETE Exempt of \$22,848,600

MAINE REVENUE SERVICES - 2016 MUNICIPAL TAX RATE CALCULATION STANDARD FORM

Municipality: Bangor

BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT

- | | | | |
|---|------|--|---|
| 1. Total taxable valuation of real estate | 1 | 2,344,351,100 | |
| | | <small>(should agree with MVR Page 1, line 6)</small> | |
| 2. Total taxable valuation of personal property | 2 | 221,870,900 | |
| | | <small>(should agree with MVR Page 1, line 10)</small> | |
| 3. Total taxable valuation of real estate and personal property (Line 1 plus line 2) | 3 | 2,566,222,000 | <small>(should agree with MVR Page 1, line 11)</small> |
| 4. (a) Total exempt value for all homestead exemptions granted | 4(a) | 74,491,300 | <small>(should agree with MVR Page 1, line 14f)</small> |
| (b) Homestead exemption reimbursement value | 4(b) | 37,245,650 | <small>(line 4(a) multiplied by 0.5)</small> |
| 5. (a) Total exempt value of all BETE qualified property | 5(a) | 105,332,700 | <small>(should agree with MVR Page 2, line 15c)</small> |
| (b) The statutory standard reimbursement for 2016 is 50%
<i>Municipalities with significant personal property & equipment may qualify for more than 50% reimbursement. Contact MRS for the Enhanced Calculator Form.</i> | 5(b) | 61,138,265 | <small>(line 5(a) multiplied by 0.5)</small> |
| 6. Total valuation base (Line 3 plus line 4(b) plus line 5(b)) | 6 | 2,664,605,915 | |

QUALIFY - CALL (624-5600 #1)

ASSESSMENTS

- | | | | |
|--|----|------------------------|---|
| 7. County tax | 7 | \$3,266,410.58 | |
| 8. Municipal appropriation | 8 | \$30,340,192.00 | |
| 9. TIF Financing plan amount | 9 | \$3,273,617.00 | <small>(should agree with MVR Page 2, line 16c)</small> |
| 10. Local education appropriation (local share/contribution)
<small>(Adjusted to municipal fiscal year)</small> | 10 | \$24,894,500.00 | |
| 11. Total assessments (Add lines 7 through 10) | 11 | \$61,774,719.58 | |

ALLOWABLE DEDUCTIONS

- | | | | |
|--|----|------------------------|--|
| 12. State municipal revenue sharing | 12 | \$2,150,000.00 | |
| 13. Other revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, Tree Growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc... (Do not Include any homestead or BETE reimbursement)) | 13 | \$0.00 | |
| 14. Total deductions (Line 12 plus line 13) | 14 | \$2,150,000.00 | |
| 15. Net to be raised by local property tax rate (Line 11 minus line 14) | 15 | \$59,624,719.58 | |

- | | |
|--|--|
| 16. \$59,624,719.58 x 1.05 = \$62,605,955.56 Maximum Allowable Tax
<small>(Amount from line 15)</small> | |
| 17. \$59,624,719.58 ÷ 2,664,605,915 = 0.022377 Minimum Tax Rate
<small>(Amount from line 15) (Amount from line 6)</small> | |
| 18. \$62,605,955.56 ÷ 2,664,605,915 = 0.023495 Maximum Tax Rate
<small>(Amount from line 16) (Amount from line 6)</small> | |
| 19. 2,566,222,000 x 0.022500 = \$57,739,995.00 Tax for Commitment
<small>(Amount from line 3) (Selected Rate) (Enter on MVR Page 1, line 13)</small> | |
| 20. \$59,624,719.58 x 0.05 = \$2,981,235.98 Maximum Overlay
<small>(Amount from line 15)</small> | |
| 21. 37,245,650 x 0.022500 = \$838,027.13 Homestead Reimbursement
<small>(Amount from line 4b) (Selected Rate) (Enter on line 8, Assessment Warrant)</small> | |
| 22. 61,138,265 x 0.022500 = \$1,375,610.96 BETE Reimbursement
<small>(Amount from line 5b) (Selected Rate) (Enter on line 9, Assessment Warrant)</small> | |
| 23. \$59,953,633.09 - \$59,624,719.58 = \$328,913.51 Overlay
<small>(Line 19 plus lines 21 and 22) (Amount from line 15) (Enter on line 5, Assessment Warrant)</small> | |

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

**2016 ENHANCED BETE MUNICIPAL TAX RATE CALCULATION FORM
 ENHANCED BUSINESS EQUIPMENT TAX EXEMPTION CALC SHEET**

Municipality: Bangor 2017

BE SURE TO COMPLETE & FILE THIS FORM IN CONJUNCTION WITH ENHANCED BETE TAX RATE CALCULATION FORM

1. Standard BETE reimbursement computation

(a) Total valuation of ALL BETE qualified exempt property as of April 1, 2016	\$105,332,700
(b) Total valuation of all BETE qualified exempt property not located in a Municipal Retention Tax Increment Financing District (Line 1a. minus line 3b.)	\$100,725,400
(c) Percent of reimbursement for BETE exempt property (2015 statutory standard 50% reimbursement)	50.00%
(d) Valuation of all BETE qualified exempt property subject to standard reimbursement	\$0

2. Enhanced Reimbursement if personal property factor exceeds 5% of total taxable value

(a) Total value of all business personal property (include all taxable and all exempt BETE qualified business personal property)	\$327,203,600
(b) Total value of all taxable real and personal property	\$2,566,222,000
(c) Total valuation of all BETE qualified exempt property subject to Enhanced reimbursement if not located in a Municipal Retention TIF District subject of a > % of line 2.(f) Line 1.(a) minus line 3.(c) if 2.(f) > 3.(a)	\$100,725,400
(d) Personal Property Factor [2a. / (2b. + 1a.)]	12.25%
(e) Line 2d. / 2	6.12%
(f) Line 23. plus 50% (If line2(d) is greater than 5%)	56.12%
(g) Valuation of all BETE qualified exempt property subject to Enhanced reimbursement	56,530,965

3. Municipal Retention Tax Increment Percentage

(a) Percentage of captured assessed value retained and allocated to the municipality	100.00 %	100.00%
for the municipality's own authorized TIF project costs. (Defaults to Statutory Standard unless Municipal Retention % is greater than standard reimbursement)		
(b) Captured Assessed Value of BETE qualified property located within a Municipal Retention TIF district		\$4,607,300
(c) Valuation of all TIF BETE qualified exempt property subject to reimbursement		\$4,607,300

4. Total Reimbursable BETE Exempt Valuation

(a) Total of all reimbursable BETE Exempt Valuation	1.(d) or 2.(g) + 3.(c)	\$61,138,265
---	------------------------	--------------

REAL ESTATE
HIGHEST 25 VALUATIONS

Acct	Name / Location	Land	Buildings	Exemption	Total
2384	GLP CAPITAL L.P.	1,522,400	74,043,000	0	75,565,400
9838	BANGOR MALL LLC	10,464,700	21,514,800	0	31,979,500
236	EMERA MAINE	31,063,200	0	0	31,063,200
4542	WAL-MART REAL ESTATE	6,463,100	12,585,800	0	19,048,900
11687	BANGOR GAS COMPANY LLC	17,301,900	858,400	0	18,160,300
11014	GM Realty of Bangor LLC	0	16,937,700	0	16,937,700
1103	BANRES, LLC	955,500	15,504,100	0	16,459,600
345	Winterfell Sunbury	399,600	14,933,900	0	15,333,500
8763	INLAND WESTERN BANGOR	4,758,700	9,193,100	0	13,951,800
7701	LOWE'S HOME CENTERS INC	4,448,600	7,767,500	0	12,216,100
11519	MAY DEPARTMENT STORES	628,500	10,348,400	0	10,976,900
12782	BANGOR ASSISTED LIVING	98,800	10,699,000	0	10,797,800
5714	ROSS MANOR ASSOCIATES	277,200	10,276,200	0	10,553,400
5902	SAMS REAL ESTATE BUSINESS	3,258,600	6,595,800	0	9,854,400
6094	BEV INC	902,200	8,928,900	0	9,831,100
7262	TARGET CORPORATION T-1855	2,650,700	6,834,100	0	9,484,800
8742	AIRPORT MALL ASSOCIATES	3,207,600	6,176,500	0	9,384,100
7254	LONGVIEW PLAZA LLC	3,103,900	6,065,600	0	9,169,500
7158	GENERAL ELECTRIC INC	282,300	8,708,600	0	8,990,900
7155	GENERAL ELECTRIC INC	201,600	8,741,600	0	8,943,200
4615	BANGOR MALL LLC	3,165,200	5,398,300	0	8,563,500
4623	QV REALTY TRUST	2,782,200	5,573,900	0	8,356,100
9196	PENOBSCOT DEVELOPMENT LTD	1,411,300	6,664,400	0	8,075,700
1840	PENOBSCOT YACHT CLUB	760,400	6,572,800	0	7,333,200
10788	WNC BANGOR COMPANY LLC	0	7,218,300	0	7,218,300
		100,108,200	288,140,700	0	388,248,900

List is by top 25 taxable properties (single properties)

REAL ESTATE
HIGHEST 25 VALUATIONS

No. OF ACCTS	Name / Location	Land	Buildings	Exemption	Total
1	GLP CAPITAL L.P.	1,522,400	74,043,000	0	75,565,400
10	BANGOR MALL LLC	21,271,700	40,707,200	0	61,978,900
26	EMERA MAINE	32,999,700	1,786,600	0	34,786,300
3	BANGOR GAS COMPANY LLC	17,608,600	2,125,600	0	19,734,200
4	GENERAL ELECTRIC INC	665,600	18,402,600	0	19,068,200
1	WAL-MART REAL ESTATE	6,463,100	12,585,800	0	19,048,900
1	GM Realty of Bangor LLC	0	16,937,700	0	16,937,700
10	QV REALTY TRUST	6,345,500	10,367,600	0	16,713,100
1	BANRES, LLC	955,500	15,504,100	0	16,459,600
1	Winterfell Sunbury	399,600	14,933,900	0	15,333,500
2	INLAND WESTERN BANGOR	5,134,600	9,193,100	0	14,327,700
10	CABREL COMPANY	3,804,500	10,482,000	0	14,286,500
1	LOWE'S HOME CENTERS INC	4,448,600	7,767,500	0	12,216,100
10	BANGOR SAVINGS BANK	1,302,900	10,340,900	0	11,643,800
1	MAY DEPARTMENT STORES	628,500	10,348,400	0	10,976,900
1	BANGOR ASSISTED LIVING	98,800	10,699,000	0	10,797,800
1	ROSS MANOR ASSOCIATES	277,200	10,276,200	0	10,553,400
2	SAMS REAL ESTATE BUSINESS	3,755,200	6,595,800	0	10,351,000
1	BEV INC	902,200	8,928,900	0	9,831,100
2	AIRPORT MALL ASSOCIATES	3,370,900	6,309,900	0	9,680,800
24	B&L PROPERTIES LLC	1,688,200	7,850,000	0	9,538,200
1	TARGET CORPORATION T-1855	2,650,700	6,834,100	0	9,484,800
1	LONGVIEW PLAZA LLC	3,103,900	6,065,600	0	9,169,500
1	PENOBSCOT DEVELOPMENT LTD	1,411,300	6,664,400	0	8,075,700
6	HAYMARKET ASSOCIATES	566,700	7,414,000	0	7,980,700
		121,375,900	333,163,900	0	454,539,800

List of the top 25 taxpayers for Real Property

**(accounts under common ownership are combined with
number of accounts combined shown in the far left column.)**

Highest Assessment Report

Account	Name	Assessment
5596	HC BANGOR LLC	19,283,500
1	GENERAL ELECTRIC COMPANY	17,613,200
10538	WELLS FARGO EQUIPMENT FINANCE INC	8,954,600
1565	SUNBELT RENTALS #293A	7,057,400
4193	UNITED RENTALS INC	5,363,400
5686	TIME WARNER NY CABLE LLC	5,358,800
2	EMERA MAINE	3,846,300
4189	NES EQUIPMENT SERVICES CORPORATION	3,643,000
6214	WAL MART STORES EAST INC	3,233,100
10481	BJ'S WHOLESALE CLUB INC	2,967,900
6346	LOWE'S HOME CENTERS INC	2,605,400
10238	GLOBAL PARTNERS LP	2,492,400
41	SAMS EAST INC	1,724,300
13	PACIFIC & SOUTHERN COMPANY INC	1,693,700
5031	TARGET CORPORATION	1,684,300
863	VISION CARE OF MAINE-BANGOR LLC	1,626,700
7	HANNAFORD BROS CO #8109	1,578,900
134	GENERAL PARTS DISTRIBUTION LLC	1,489,600
6010	HOME DEPOT USA	1,471,400
32	PENNEY JC CORPORATION INC #899-5	1,443,600
5629	EASTERN MAINE MEDICAL CENTER	1,409,000
6283	TIME WARNER CABLE INTERNET LLC	1,405,100
60	FIRST ATLANTIC HEALTHCARE	1,390,800
80	NAUTEL MAINE INC	1,386,600
96	FREIGHTLINER OF MAINE INC	1,232,100
	Total	<hr/> 101,955,100

List is by top 25 taxable properties (single accounts)

Personal Property

Highest Assessment Report

Account	Name	Assessment
	HC BANGOR LLC	19,283,500
	GENERAL ELECTRIC COMPANY	17,613,200
	WELLS FARGO EQUIPMENT FINANCE INC	9,081,200
	SUNBELT RENTALS #293A	7,057,400
	UNITED RENTALS INC	5,363,400
	TIME WARNER NY CABLE LLC	5,358,800
	EMERA MAINE	3,846,300
	NES EQUIPMENT SERVICES CORPORATION	3,643,000
	WAL MART STORES EAST INC	3,233,100
	BJ'S WHOLESALE CLUB INC	2,967,900
	LOWE'S HOME CENTERS INC	2,605,400
	BANGOR SAVINGS BANK	2,572,100
	GLOBAL PARTNERS LP	2,492,400
	LEADBRO LLC	2,079,800
	GENERAL PARTS DISTRIBUTION LLC	1,910,100
	EASTERN MAINE MEDICAL CENTER	1,900,900
	SAMS EAST INC	1,817,600
	IRVING OIL MARKETING INC	1,709,200
	PACIFIC & SOUTHERN COMPANY INC	1,693,700
	TARGET CORPORATION	1,684,300
	VISION CARE OF MAINE-BANGOR LLC	1,626,700
	HANNAFORD BROS CO #8109	1,578,900
	HOME DEPOT USA	1,471,400
	PENNEY JC CORPORATION INC #899-5	1,443,600
	TIME WARNER CABLE INTERNET LLC	1,409,300
	Total	105,443,200

List of the top 25 taxpayers for Personal Property
(accounts under common ownership are combined)