



**REQUEST FOR PROPOSAL
FOR**

CHIEF ASSESSING CONSULTANT SERVICES

CITY OF AMESBURY, MASSACHUSETTS

**PROPOSALS DUE:
TUESDAY, JUNE 30, 2026 @ 11:00 A.M.**

at the office of

Administration and Finance
1 Market Street, Office 215
Amesbury, Massachusetts 01913

**RFP #26-10 Chief Assessing Consultant Services
Amesbury, Massachusetts 01913**

1. PURPOSE

Pursuant to MGLc.30B, the City of Amesbury for the Assessing Department is seeking Sealed Proposals from qualified Consultants to provide Chief Assessing Consultant Services.

2. SCOPE OF WORK

The proposal must conform to the following Scope of Work:

The Chief Assessing Consultant is responsible for performing professional administrative and technical work in managing the operations of the Assessor's department and in the appraisal of city-wide property in accordance with state and local statute and regulations.

A full scope of work is included in Appendix A

3. INSTRUCTIONS TO PROPOSERS

Proposal Submission Requirements

A complete proposal must be received by the City by no later than **Tuesday, June 30, 2026 @ 11:00 am**, in order to be considered responsive to this Request For Proposals.

1. Proposals must be delivered to 1 Market Street, Office 215, Amesbury, MA 01913 by mail or in-person delivery only. Any proposals submitted by fax, email, or any other method will not be accepted. Late proposals will not be accepted regardless of the reason for lateness. Proposers assume the risk of delays in the mail or in the handling of the mail by City employees.

Please note that City Hall is closed on Fridays and has recently relocated from 62 Friend Street to 1 Market street. Some digital navigation systems may still lead to 62 Friend Street when searching for “Amesbury City Hall”. If hand delivering, please allow for extra time to find parking and the appropriate office within City Hall.

2. If, at the time of the scheduled proposal due date, the office of Administration and Finance is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 11:00am on the next normal business day. Proposals will be accepted until that date and time. In the event of inclement weather, the Proposer is responsible for listening to the media and checking the city website to determine if City Hall has been closed due to weather.

3. Proposals shall be delivered to the place specified no later than the time specified and in four (4) copies, properly signed, enclosed in an envelope, sealed and plainly marked on the outside of the envelope:

“RFP – #26-10 Chief Assessing Consultant Services”

addressed to:

City of Amesbury, Administration and Finance, 1 Market Street, Office 215, Amesbury, MA 01913

The proposals must include separately sealed and marked **Price** and **Non-Price** Proposals.

4. An individual authorized to bind the Proposer to the proposed contractual agreement shall sign the proposal. All documents requiring signature will be executed by the appropriate authority and enclosed with the Proposal.
5. The Proposal must contain all information pertaining to the assessing consultant services as outlined in Appendix A, such as details required to complete the task. Proposals are limited to ten (10) pages of narrative not including COI statement and project examples.
6. Provide Conflict of Interest (COI) policy statement on how you / your firm will identify any previous or continuing work with applicants or the applicant’s team.
6. Proposals shall include submission of technical qualifications and three (3) similar completed project examples with references.
7. All requests for clarification and any questions about information contained in this RFP must be directed to Rachel Billings, Procurement and Liability Manager, at billingsr@amesburyma.gov
8. No requests or questions will be accepted after **Tuesday, June 23, 2026 at 5:00 PM**. The proposer must include with any request or question the name, address, telephone number, and e-mail address of the person to whom a response, if any, should be sent. If the City determines that an answer or response to a request or question is appropriate, the City will provide such answer or response in writing in the form of an Amendment to this RFP. Addenda will be posted to the city website listing, and all plan holders will be emailed a notification of the addendum. Proposers are not entitled to rely upon any answers or responses unless the same have been so issued by the City.
9. Proposers may correct, modify or withdraw proposals in writing only, and such writing must be received by the City not less than 48 hours prior to the proposal opening at **11:00 am** on

June 30, 2026. Any corrections or modifications must be in a sealed envelope when submitted.

10. Proposers must acknowledge receipt of amendment(s) through **Thursday, June 25, 2026 at 5:00 pm.**

11. Failure to complete the enclosed forms, to answer any questions or to provide the required documentation will be deemed non-responsive and will result in rejection of the proposal, unless the City determines that such failure constitutes a minor informality as defined in MGL c30B.
12. Each proposal shall remain in effect and be available for acceptance by the City for a period of sixty (60) calendar days from the deadline for submission, until an agreement has been signed by the Consultant and the City, or this RFP is cancelled, whichever occurs first.
13. In the case of a discrepancy in the Price Summary Form between written and numerical amounts, the written amount shall prevail.
14. Nothing in this RFP shall be construed as superseding the City's Ordinances, which shall at all time control.
15. A complete proposal shall include all of the following documents and shall be organized in the following manner: (All forms are located in **Appendix C**)
 - a. Non Price Proposal Submission Form (Form 1)
 - b. Signed Price Proposal Summary Form (In Separate Sealed Envelopes)
 - c. Acknowledgement of receipt of Amendment(s) Form (Form 3)
 - d. Proposer's Qualifications and Comparable Experience Statement Form : A summary of the Consultant's organization and experience pertinent to this project type; resumes of principals; technical expertise and capabilities pertinent to this project, including a list of Proposer's professional licenses, accreditations, and references pertinent to the Proposer's performance and experience; a list of references for at least three recently completed projects in Massachusetts. A written narrative should be provided to demonstrate the ability to perform as proposed along with prior experience relevant to the proposal. (Form 4)
 - e. References Form: references pertinent to the Proposer's performance and experience listing all recently secured agreements in Massachusetts for the past three (3) years. (Form 5)
 - f. Corporate Resolution (Form 6)
 - g. Certificate of Non-Collusion and Certification of Tax Compliance (Form 7)
 - h. Certificate of Insurance as per the City of Amesbury Insurance Requirements (Form 8)

4. CONSULTANT REQUIREMENTS

It is mandatory that the Consultant be able to meet the following minimum requirements:

1. Professionally provide the services to complete the task as described in **Appendix A**.
2. Prove to have been regularly and actively engaged in providing the necessary services, operating under the same business name and business organization structure; and supplying the type of services described above and in **Appendix A** for a minimum of two (2) years.
3. Provide a list of references for all recently secured agreements in Massachusetts and will serve to illustrate the ability of your firm to act as the primary conveyor to accomplish the described services in accordance with specifications. References used for this purpose shall be public agencies or commercial accounts that you / your firm has provided similar services within the last three (3) years.
4. List any litigation, with the appropriate explanation, against your firm in the past five (5) years from 2021 through the present.

5. INSURANCE

The Consultant shall procure and maintain in full force and effect during the term of the Agreement, insurance in accordance with the City of Amesbury's Insurance Requirements (**Appendix B**) on the appropriate insurance policies.

Consultant will furnish a Certificate of Insurance form incorporated into and made a part of the Agreement naming the City of Amesbury as an "Additional Insured" on the appropriate insurance policies. Properly executed certificates must be on file with the Municipality prior to commencement of the Agreement.

6. PAYMENT

The Consultant shall present and will be paid per approved invoice upon completion of the project. This invoice shall, as a minimum, include any quote numbers and identify the itemized work completed.

7. HOURS OF WORK

The City anticipates a workload of roughly 18-20 hours per week. This need will fluctuate throughout the year and may include required attendance at night meetings. No minimum number of hours is guaranteed. The City prefers that the consultant works in City Hall and during City Hall business hours. A dedicated office for the consultant is available in Amesbury City Hall.

8. QUALITY OF WORK

All work is to be of a high quality and shall be performed according to the standards determined in Appendix A and by the City of Amesbury.

9. BASIS FOR DETERMINING PROPOSER

The most advantageous proposal from a responsible and responsive proposer taking into consideration price and non-price proposals, including qualifications and meeting criteria specified in the RFP Evaluative Criteria, will be considered for award of a contract.

10. BASIS FOR AWARD OF CONTRACT

The Amesbury City Mayor shall make award of this contract. Award of a contract shall be made to the Proposer(s) with the most advantageous results within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the proposals. Execution of the contract will depend upon a review by the Office of the Chief Financial Officer and Mayor's office.

An award is contingent upon meeting all insurance and contract standards.

11. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, waive any minor informality, or take whatever action if determined to be in the City's best interest.

12. CONTRACT LENGTH

The Contract shall be in effect for one from the date of the final signature. The contract will have a rate as outlined in the Proposers Price Summary for the period and can be terminated for cause at any time by the City of AMESBURY, if the City of AMESBURY deems termination appropriate. Upon the expiration date of the initial term of this Agreement, two (2) extension or twelve (12) months each may be permitted beyond the initial term of this Contract. If the City agrees to extend the term of the Contract, the City will provide the successful Proposer with written notice of its intention to extend this Contract. At no time will the City agree to allow auto renewal of this Agreement.

13. CANCELLATION OF CONTRACT

The City of Amesbury reserves the right to cancel and terminate the contract at any time upon ten- (10-) days written notice of termination if the service provided by the Consultant proves to be unsatisfactory. If the City of AMESBURY terminate this agreement, the service shall be entitled to receive from the City of AMESBURY, any and all commission due to the service up to and including the actual date of termination.

14. Public Record

All proposals submitted in response to this RFP become the property of the City of Amesbury and are subject to the Massachusetts Public Records Law. The City will not disclose portions of a proposal designated as confidential or proprietary except as required by law.

APPENDIX A

1. SCOPE OF WORK

- Supervise the general management and administration of the assessing department. Manage the ongoing analysis and inspection of property sales activity used to establish fair market values (FMV) annually. Administer appraisal system to annually establish assessed values.
- Responsible for appraising and/or supervising the appraisal of residential, commercial, industrial, and personal property for the municipality; conducts inspections of property, as necessary, in order to maintain a uniform, full market value on all property; performs annual city-wide update of property values and is responsible for the DOR recertification every three years.
- Represent the City at the Appellate Tax Board for residential cases.
- Answer questions from property owners and members of the banking, legal and development community; works with individual taxpayers to negotiate their assessment if necessary.
- Assign, prioritize and oversee daily clerical work projects. Provides training and assistance as needed.
- Track, monitor and field review building permit activity, including new subdivision activity. Perform annual data entry of property changes to reflect additions and deletions and established new values.
- Organize and coordinate property inspections for data collector, performing inspections as needed. Review data collectors' work for accuracy; this is done for annual building permits, sales, and cyclical inspections.

- Prepare all annual reporting to the Department of Revenue to ensure timely completion and submission throughout the year. Including, but is not limited to, all tax rate documents including new growth, certification for State reimbursement of property tax exemption, sales reports for EQV and State-owned land valuation, etc.
- Review all recorded plans and prepare document for annual updating of Assessors Maps. Submit changes to Merrimack Valley Planning Commission for map updating and create export of Assessor's property database for GIS/MIMAP updating.
- Coordinate and develop MIMAP programs for other departments. Continually maintain and support City's data through electronic interchanges with Merrimack Valley Planning Commission. Coordinate MIMAP training sessions with MVPC as needed for city staff.
- Coordinate the GIS operations for the City. Coordinate and oversee GIS projects. Review applications for quality control for end user. Coordinate city-wide GIS efforts and meet as needed with City departments to assess progress and set priorities.
- Administer all GIS systems. Act as a central communication point and public information source. Recommend and assist with future creation of data layers. Review GIS data development and maintenance. Provide data for the integration of GIS with other information systems.
- Prepare quarterly tax billing files for real estate and personal property and export to Tax Collector's vendor. Ensures proper transfer and reconciling of data.
- Collect data and information from the planning board, building inspector, and other board/officials whose actions may affect assessing decisions.
- Prepare and administer the department's budget; purchases department equipment and supplies; supervise the maintenance of department records.
- Prepare bi-weekly payroll and expenses.
- Coordinate all motor vehicle excise commitments between the Assessor's and Collector's offices and with tax bill printing vendor; this is also completed for specialty plates and boat excise.
- Prepare annual billing for septic loan betterments.
- Investigate requests for abatements and exemptions of property tax. Advise the Board of Assessors on abatement applications.
- Prepare for monthly Board of Assessors meetings. Serve as management staff to the Board of Assessors, providing the necessary preparation and technical assistance at meetings, and assuring proper follow-up to their decisions.
- Attend professional meetings, training programs, and seminars in order to stay abreast of changes or new trends in the field and to maintain knowledge of Massachusetts laws and regulations concerning tax assessments.
- Performs similar or related work as required, directed or as situation dictates.

- Oversees the maintenance and updating of information in the various software databases, including deed transfers, lot splits, subdivisions, creating new parcels or accounts.
- Handles confidential department information and exercises independent judgement.
- Prepares the Tax Classification package for the Mayor and City Council for the Public Hearing on the Allocation of the Tax Levy.

Consultant must demonstrate the following skills and qualities:

- Strong commitment to excellent customer service and a desire to meet and serve the community.
- Ability to work well with other staff members and to lead by example.
- Ability to motivate, establish and maintain effective working relationships.
- Thorough working knowledge of the Massachusetts General Laws relating to municipal finance and property assessment for tax purposes.
- Familiarity with computerized appraisal systems and various spreadsheet, database, and word processing software applications.
- Knowledge of contemporary techniques of GIS applications.
- General knowledge of windows operating systems.
- Ability to communicate effectively in written and verbal form.
- Ability to coordinate, multi-task office activities and to supervise staff.
- Ability to work collaboratively and effectively with various departments in cross-disciplinary projects, integration of databases and technology.
- Good written and verbal communication skills.
- Excellent customer service skills.

2. CONSULTANT'S PERSONNEL

The City prefers hiring individuals, not a firm, for these services. If a firm applies, said firm shall identify a single employee as the person who will be, or will provide services as, an individual specific Consultant. The City expects to retain the services of the selected individuals for a maximum three-year term, with one-year renewable contracts at the sole discretion of the City.

Proposers should include a resume, any relevant certifications, and experience statements for the chosen consultant in their written narrative.

4. EVALUATION OF SUBMITTALS

A Consultant shall be deemed unacceptable if the Minimum Evaluation Criteria is not met. However, once it has been determined that the Consultant has met all the minimum evaluation criteria the proposals will be further evaluated by the City of AMESBURY using the following Comparative Evaluation Criteria. The ratings of **“Highly Advantageous”**, **“Advantageous”**, **“Not Advantageous”**, and **“Unacceptable”** will be used to evaluate the following features of each proposal.

To be considered responsive, a proposal must meet all the following minimum requirements:

<p>a. Minimum Requirements (Pass/Fail):</p>
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- i. Timely and Proper Submission** – The proposal was received on or before the submission deadline and submitted in the required format, including separate sealed Technical and Price Proposal and the required number of copies.
- ii. Complete Proposal Package** – The proposal includes all required submission elements identified in the Proposal Submission Requirements section of this RFP.
- iii. Authorized Signature** – The proposal includes a Letter of Interest signed by the proposer.
- iv. Relevant Experience** – The proposer must demonstrate technical experience with Massachusetts Assessing programs and regulations, strong communication and interpersonal skills, accurate administrative and record-keeping abilities, and working with MA municipalities.
- v. Legal Compliance and Certifications** – The proposer certifies compliance with all applicable federal and state laws and regulations and has submitted all required certifications, including the Certificate of Non-Collusion and Statement of Tax Compliance.
- vi. Ability to Perform the Work** – The proposer affirms the ability to perform the services described in the Scope of Work.
- vii. Licensing & certifications** – MAA designation and Certified Residential Appraiser License are required. Proposers must be in possession of a valid Massachusetts or New Hampshire Driver’s License. Proof of designations and professional licenses should be submitted as part of the proposal.
- viii. Background Check** – Consultant will be required to undergo a background check including CORI and SORI screenings prior to commencing work. Background checks will only be performed on the most advantageous proposer.

All proposals will be reviewed for completeness and compliance with the minimum requirements. Proposals deemed complete and in compliance with the minimum requirements will then be evaluated with respect to the comparative evaluation criteria.

Comparative Evaluation Criteria (scored)

Responsive proposals will then be evaluated on the comparative criteria below. Each criterion will be weighed as indicated below for a total possible technical score of 100 points.

Each criterion will be rated as **Highly Advantageous (HA)**, **Advantageous (A)**, **Not Advantageous (N)**, or **Unacceptable (U)** and scored as follow:

Criterion	Points
Assessing knowledge and Experience	30
Hours Available	25
CAMA Database Knowledge and Experience	20
Experience Defending Evaluations	15
Quality of References	10
TOTAL	100

Specifically, the proposals will be evaluated and rated according to the following criteria:

Assessing Knowledge and Experience

The Contractor demonstrates knowledge and understanding of Massachusetts assessing best practices and regulatory requirements. The contractor demonstrates the ability to establish property valuations, prepare tax rates with accompanying schedules and taxable property inventory lists, defend assessments, maintain and enhance the City's land-based records, and provide support to city departments, boards, and commissions as needed.

- **Highly Advantageous (30 points)** – Demonstrates more than 10 years of experience working in Massachusetts assessing. Proposal reflects a strong understanding of all required duties.
- **Advantageous (23 points)** – Demonstrates 5 to 10 years of experience working in Massachusetts assessing. Proposal reflects a solid understanding of most required duties.
- **Not Advantageous (8 points)** – Demonstrates less than 5 years of experience or limited exposure to Massachusetts assessing. Proposal reflects a basic or incomplete understanding of required duties
- **Unacceptable (0 Points)** – Demonstrates no relevant knowledge or experience in Massachusetts assessing and a weak understanding of required duties.

Hours Available

The Contractor demonstrates ability and commitment to spend sufficient time working in Amesbury City Hall

- **Highly Advantageous (25 Points)** – Demonstrates the ability to spend 18-20 hours per week working in Amesbury City Hall during regular City Hall hours with additional availability to attend night meetings as needed.

- **Advantageous (18 points)** – Demonstrates the ability to spend between 15 and 18 hours per week working in Amesbury City Hall. Most hours are during regular City Hall hours, and the contractor demonstrates additional availability to attend night meetings as needed.
- **Not Advantageous (8 points)** – Demonstrates the ability to spend less than 15 hours per week working in Amesbury City Hall. Some hours would occur during regular City Hall hours and night meeting availability is limited.
- **Unacceptable (0 Points)** – Demonstrates no ability to spend time working in Amesbury City Hall.

CAMA Database Knowledge and Experience (20 Points)

The Contractor demonstrates experience performing Assessing Services using GIS tools and a CAMA Database system.

- **Highly Advantageous (20 Points)** – Demonstrates 6 or more years of experience using Vision CAMA system or comparable product and 6 or more years of using GIS tools.
- **Advantageous (15 points)** – Demonstrates 4-5 years of experience using Vision CAMA system or comparable product and 4-5 years of using GIS tools.
- **Not Advantageous (5 points)** – Demonstrates less than 4 years of experience using Vision CAMA system or comparable product and GIS tools
- **Unacceptable (0 Points)** – Demonstrates no experience using Vision CAMA system or comparable product and GIS tools

Experience Defending Evaluations (15 points)

The Contractor demonstrates the ability to defend Assessments to the Appellate Tax Board (ATB)

- **Highly Advantageous (15 Points)** – Demonstrates 4 or more years of experience defending assessments to the ATB.
- **Advantageous (11 Points)** – Demonstrates between 3 and 4 years of experience defending assessments to the ATB.
- **Not Advantageous (5 Points)** – Demonstrates less than 3 years of experience defending assessments to the ATB.
- **Unacceptable (0 Points)** – Demonstrates no experience defending assessments to the ATB.

Quality of References (10 Points)

As part of the evaluation, the City will contact at least two (2) references for each proposer and may contact additional relevant references to verify experience and past performance. References will be requested and received in writing so that all proposal evaluators may refer to the same references

- **Highly Advantageous (10 Points)** – Feedback from all contacted references is consistently positive across all evaluation areas. References confirm high-quality work, timely and reliable performance, strong communication, and successful completion of similar municipal

assessing projects, with no significant concerns identified.

- **Advantageous (7 points)** – Feedback from references is generally positive across most evaluation areas, with minor concerns that do not materially impact overall performance.
- **Not Advantageous (3 points)** – Feedback from references is mixed, limited, or raises concerns in one or more evaluation areas, creating uncertainty regarding performance.
- **Unacceptable (0 Points)** – Feedback from references is unfavorable, identifies significant performance issues, or references cannot be obtained or verified.

The City of Amesbury will evaluate all submittals to determine which Consultants have the experience and qualifications that meet the technical needs of the City. The City of Amesbury may request personal interviews with the highest-ranked Consultants or may request one or more prospective Consultants to submit additional information.

Appendix B

Amesbury, Massachusetts 01913
INSURANCE REQUIREMENTS

A. Comprehensive General Liability, Completed Operations Coverage and Umbrella Liability Insurance

Coverage for Bodily Injury and Property Damage as follows:

<u>Limits of General Liability & Completed Operations Coverage</u>	<u>Limits of Umbrella Liability Coverage</u>
\$1 Million each occurrence	\$2 Million each occurrence
\$3 Million aggregate	\$2 Million aggregate

The Comprehensive General Liability and Completed Operations Coverage Policy (3 years) shall provide insurance for the Consultant for Bodily Injury and Property Damage to third parties arising out of:

1. Work performed by the Consultant himself with his own employees; "premises-operations" line.
2. Work performed by his Subcontractors; Consultant's Protective Liability; ("sublet work" or "Independent Consultants") line. Use of subcontractor(s) may be subject to the prior approval of the City as described more fully in applicable contract terms and conditions. All subcontractors must also provide Certificates of Workers' Compensation, General Liability, Completed Operations and Umbrella Liability Coverage.
3. The Consultant's liability assumed under the Contract Terms; "hold harmless" or "indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Consultant's Insurance Certificate to indemnify and hold harmless the City.

B. Comprehensive Automobile Liability Insurance

All minimum coverage as required under Massachusetts General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

Bodily Injury and Property Damage combined single limit of \$1 Million

The insurance is to include all owned or hired vehicles of the Consultant and non-ownership protection for all employees of the Consultant engaged in the performance of the Contract.

C. Worker's Compensation and Employer's Liability Insurance

Coverage as required by the Worker's Compensation laws of the Commonwealth of Massachusetts, MGL Ch149 §34A, including both statutory lines and Coverage B with a 100,000/500,000/100,000 limit of liability.

D. Owner's Protective Liability Insurance

The Consultant shall furnish to Amesbury Certificates of Insurance naming the City of Amesbury as an additional insured as their interest may appear and maintain said during the life of this Contract complete General Liability Insurance in amounts set forth above for Bodily Injury and Property Damage Liability.

E. General Requirements for All Lines of Insurance Furnished

Consultant will furnish a Certificate of Insurance form incorporated into and made a part of this Agreement naming the City of Amesbury as an "Additional Insured" on the appropriate insurance policies. Properly executed certificates must be on file with the Municipality prior to commencement of this Agreement, including a copy of the endorsement to their insurance policy naming the City as an Additional Insured.

Amesbury, Massachusetts 01913
INSURANCE REQUIREMENTS
(cont'd)

In accordance with the work provided, the Consultant shall procure and maintain in full force and effect during the term of this Agreement insurance against any and all losses, liabilities, claims, costs, expenses and damages, including third-party claims that are alleged to have arisen in connection with activities of the Consultant, and/or any agents, representatives, subcontractors or employees as pertains to the project. When higher limits are required, such provisions will be listed in the project specifications issued by the City of Amesbury.

All insurance policies must state to indemnify, defend, and save harmless the City of Amesbury and all its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of the Consultant's action or failure to act. Mutual indemnification will not be accepted. No waivers of subrogation are implied or will be accepted.

Insurance companies must be licensed by the Commonwealth of Massachusetts or otherwise acceptable to the Municipality. The cost of such insurance, including required endorsements or amendments, certificates and renewals, shall be the sole responsibility of the Consultant. Full disclosure of any non-standard exclusion is required for all required coverages. All policies shall be written so that the City of Amesbury shall be notified of cancellation or the addition of "restrictive amendments" by Registered Mail not later than twenty (20) days prior to the effective date of such cancellation or amendment.

The Consultant shall, when subcontractors are permitted by the agreement, require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types where applicable and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Consultant and the City shall be indemnified and held harmless from liability in all such policies and named as an additional insured with respects to that subcontractor's involvement in the project.

The term "Consultant" shall apply to all a persons or companies entering into this agreement with the City of Amesbury to provide materials or labor to perform a service or do work (a project) for the City.

APPENDIX C – Required Forms

<u>Form</u>	<u>Description</u>
1	Proposal Submission Form
2	Price Proposal Summary and Non Price Summary Forms
3	Acknowledgement of Receipt of Amendment(s) Form
4	Proposer’s Qualifications Statement and Comparable Experience Statement
5	References
6	Corporate Resolution
7	Certificate of Non-Collusion – Certification of Tax Compliance
8	Certificate of Insurance

Form 1: PROPOSAL SUBMISSION

Proposer (Legal Name): _____

Address: _____

Contact Person (Name): _____

Contact Person (Title): _____

Telephone Number(s): _____

Fax Number: _____

Email: _____

Federal Identification Number: _____

(A W-9 will be required in the event of award)

Proposer, if a corporation or limited liability company, was organized on _____ (date) under the laws of the Commonwealth of Massachusetts. (Attach as Proposal Exhibit 1: Articles of Incorporation, Bylaws, Limited Liability Company Agreement, and all other organization documents. If Partnership, attach copy of Partnership Agreement.)

Corporation/Limited Liability Company

Legal Name: _____

Address: _____

Principals:

Contact Person (Name): _____

Telephone Number: _____

Email: _____

Has this entity been formed? () Yes () No

Form 2: PRICE PROPOSAL SUMMARY and Non Price Summary Form – RFP #26-10
PRICE PROPOSAL MUST BE SEALED IN A SEPARATE ENVELOPE

This price proposal summary form must be submitted with the Proposer’s proposal. Failure to adhere to this instruction will result in disqualification of your proposal.

HOURLY RATE

Provide the hourly rate for the consultant proposed to work on the project.

\$ _____

MEETING ATTENDANCE

Provide the hourly rate for the consultant proposed to work on the project to attend night meetings. Night meetings are defined as any meeting scheduled to start after 5:00 pm excluding meetings from 5pm-7pm on Tuesdays.

\$ _____

Proposer’s Signature: _____

Printed Name: _____

Title: _____

Form 3: ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENT(S)

Acknowledgement of receipt of Amendment(s)# _____ through **June 25, 2026.**

This proposal is submitted by:

(Complete name of firm to be given here)

Signature of Authorized Individual

Form 4: PROPOSER'S QUALIFICATIONS and COMPARABLE EXPERIENCE STATEMENT:

Experience & References: Proposer must include a summary of the Consultant's organization and experience pertinent to this project type; resumes of principals; technical expertise and capabilities pertinent to this project, including a list of Proposer's professional licenses, accreditations, and references pertinent to the Proposer's performance and experience; a list of references for at least three recently completed similar projects of comparable type and scale in the Commonwealth of Massachusetts from 2016-present and provide complete information about direct experience. A written narrative should be provided to demonstrate the ability to perform as proposed along with prior experience relevant to the proposal. Attach additional sheets, if necessary. The City may contact the referenced municipalities in determining whether the Proposer is responsible.

Qualification Data

- a) List the exact name of your firm.

- b) How many years has your firm been in business under its present business name and business organization structure? _____ years
- c) How many years has your firm been regularly and actively engaged in the Assessing Consultant services business, performing the type of work described in Purpose and Scope of Services above? _____ years
- d) How many full-time employees does your firm employ? _____
- e) Indicate below all references within the last three (3) years that will serve to illustrate the ability of your firm to act as the primary Consultant for the contract:

Form 5: References

Project Name: _____

Start/Completion Dates: _____ / _____ / _____ - _____ / _____ / _____

Type of Work: _____

Total Project Cost: (\$) _____

City/Town: _____

Address: _____

Contact Person (Name): _____

Telephone: _____

Email: _____

Was this project carried out on property owned or controlled by the municipality? () Yes () No

Proposer's Signature: _____

Printed Name: _____

Project Name: _____

Start/Completion Dates: _____ / _____ / _____ - _____ / _____ / _____

Type of Work: _____

Total Project Cost: (\$) _____

City/Town: _____

Address: _____

Contact Person (Name): _____

Telephone: _____

Email: _____

Was this project carried out on property owned or controlled by the municipality? () Yes () No

Proposer's Signature: _____

Printed Name: _____

Form 5: References (cont'd)

Project Name: _____

Start/Completion Dates: _____ / _____ / _____ - _____ / _____ / _____

Type of Work: _____

Total Project Cost: (\$) _____

City/Town: _____

Address: _____

Contact Person (Name): _____

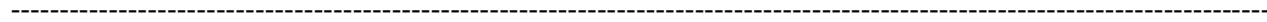
Telephone: _____

Email: _____

Was this project carried out on property owned or controlled by the municipality? () Yes () No

Proposer's Signature: _____

Printed Name: _____



Project Name: _____

Start/Completion Dates: _____ / _____ / _____ - _____ / _____ / _____

Type of Work: _____

Total Project Cost: (\$) _____

City/Town: _____

Address: _____

Contact Person (Name): _____

Telephone: _____

Email: _____

Was this project carried out on property owned or controlled by the municipality? () Yes () No

Proposer's Signature: _____

Printed Name: _____

Form 6: CORPORATE CERTIFICATION

If the Proposer is a corporation, the individual signing this form on behalf of said corporation hereby certifies, under the pains and penalties of perjury, that he is authorized to sign said form on behalf of the corporation and to execute contracts in the name and on behalf of said corporation, and the execution of any contract or obligation in the corporate name by the undersigned shall be valid and binding upon the corporation.

I, _____, hereby certify that I am the duly qualified and
(Secretary of the Corporation)

acting Secretary of _____ and I further certify
(Name of Corporation)

that a meeting of the Directors of said Company, duly called and held on _____,
(Date of Meeting)

at which all Directors were present and voting, the following individuals:

were duly authorized and empowered to execute and submit Forms of General Bid, Contracts, Agreements or Bonds on behalf of the Corporation.

I further certify that the above authority is still in effect and has not changed or modified in any respect.

By: _____
Secretary of Corporation

A True Copy:

Attest: _____
Notary Public

My Commission Expires:

Date

Form 7:

NON-COLLUSION CERTIFICATION

The undersigned certifies under the penalties of perjury that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee or organization, entity, or group of individuals.

TAX COMPLIANCE CERTIFICATION

Pursuant to Massachusetts General Laws, c.62C, §49a, the undersigned certifies, under the penalties of perjury, that the undersigned, or if applicable, the corporation the undersigned represents, has filed all state tax returns and has paid all state taxes required under the laws of Commonwealth.

PROPOSER:

Signature of Individual or Corporate Name

Social Security Number
or Federal I.D. Number

By: Corporate Officer (if applicable)

Form 8 – CERTIFICATE OF INSURANCE

The Consultant shall take out and maintain insurance coverage in compliance with Appendix B of the Contract. This insurance shall be provided at the Consultant's expense and shall be in full force and effect for the full term of the Contract and following as outlined in the City of Amesbury Insurance Requirements.

The City of Amesbury shall be named as an “additional insured” on the Consultant's Commercial Liability Policies.

Mutual indemnification will not be accepted.

No waivers of subrogation are implied or will be accepted.

Properly executed certificates must be on file with the Municipality prior to execution of the Agreement.

SAMPLE CONTRACT



AGREEMENT BY and BETWEEN the
CITY of AMESBURY
and
Vendor Name

Project Name

This agreement made and entered into this ____ day of, _____, 2026, by and between the City of Amesbury, a municipal corporation duly organized and existing under the laws of Massachusetts and having a usual place of business at 1 Market Street, Amesbury, Massachusetts, hereinafter referred to as “the CITY”, by and through its Mayor, Cassandra Gove, and **VENDOR**, a corporation having a usual place of business at _____, hereinafter referred to as the “Contractor”.

WHEREAS, the CITY invited the submission of proposals for the purchase and delivery of Chief Assessing Consultant Services, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the CITY has decided to award the contract therefore to the CONTRACTOR.

Now, therefore, the CITY and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Request for Proposals and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Contractor agrees to furnish and deliver services, materials, supplies, and/or equipment to The City of Amesbury, MA 01913 as more fully described in and in accordance with the Contract Documents.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from date of last signature and shall expire one year from date of last signature, unless terminated earlier pursuant to the terms hereof.
EXTENSION(S). Upon the expiration date of the initial term of this Agreement, two (2) extension of twelve (12) months each beyond the initial term of this Contract may be considered and agreed upon by both parties. No term of extension beyond the initial term of this Contract will begin without prior approval in writing by the City. At no time will the City agree to allow auto renewal of this agreement.
4. **COMPENSATION.**
 - A. The CITY shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$_____.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the CITY from any and all claims and liabilities under this Agreement.
 - C. Neither the CITY's review, approval or acceptance of, nor payment for any of the items and/or services

- provided shall be construed to operate as a waiver of any rights of the CITY under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The CITY shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L.c.30B,sec.12(c)(3).
5. **PAYMENT OF COMPENSATION.** Upon satisfactory completion of the scope of work and within thirty (30) days after its receipt of Invoice, the City shall make payments to the Contractor the sum of money as stated in the Contract Value as set forth in this agreement.
6. **LIABILITY OF THE CITY.** The CITY's liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.
7. **INDEPENDENT CONTRACTOR.** The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.
8. **INDEMNIFICATION.** The CONTRACTOR shall indemnify, defend, and hold the CITY and all of its officers, agents and employees harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or that may arise as a result of Contractor's action or failure to act, or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. **INSURANCE.** A Certificate of Insurance shall be filed with the City in accordance with the attached Insurance Requirements and shall be subject to approval of the City and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.
10. **ASSIGNABILITY.** The Contractor shall not assign, sell, subcontract, or otherwise transfer any interest of this Agreement, in whole or in part, without express prior written consent of the City and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.
11. **TERMINATION.**
- A. **Termination for Cause.** If at any time during the term of this Agreement the CITY determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory

work completed prior to the termination date, as determined by the CITY.

B. Termination for Convenience. The CITY may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than thirty (30) days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of his operation under this Contract in such detail and with such information as the CITY may request.

13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the CITY harmless from loss on account thereof.

14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

17. DAMAGES. From any sums due to the Contractor for materials, supplies or equipment delivered, the City may keep for its own, the whole or any part of the amount for expenses, losses and damages, incurred by the City as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the Contractor in furnishing or delivering materials, supplies or equipment as provided in this Contract.

18. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

19. FUNDING, GOVERNING LAWS and ORDINANCES. This Contract is made subject to the availability of funds and shall be governed by, construed and enforced in accordance with the laws of the Commonwealth

of Massachusetts and the ordinances of the City, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void, the remainder of this Contract shall not be affected and such law or ordinance shall be operative in lieu thereof. The CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

20. **EQUAL OPPORTUNITY.** In the performance of all work, after award and prior to completion of the contract work, the Contractor will not discriminate on grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate, or suspend the contract in whole or in part for any violation of this Article.
21. **CONFLICT.** In the event there is a conflict between these Articles and the vendor proposal documents, the language in these Articles shall supersede that in the vendor proposal documents, unless otherwise stated in writing as an addendum, agreed to by both parties and is attached hereto.

ENTIRE AGREEMENT

This Agreement including all documents incorporated herein by reference constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior written or oral understanding and shall not be modified or amended except by a written document executed by the authorized representatives of both parties listed on the signature page of this Agreement or their lawful successors in office or title.

SIGNATURE PAGE TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date of the last signatory written here.

THE CONTRACTOR

Signature

Contract Value: \$ _____
_____ U.S. Dollars
And no cents.

Print Name

Title

COMPANY NAME

Street Address

City, State, Zip Code

Telephone Number: _____

Email: _____

Date Signed: _____

THE OWNER
City of Amesbury

Kassandra Gove, Mayor

Date Signed: _____

Certified as to Availability of Funding for the amount of Contract Value Pursuant to M.G.L. Ch. 44 §31:

Elizabeth Doucette, Assistant City Accountant

City Council Order# _____

Date Order Approved: _____

Purchases Order# _____

Amesbury, Massachusetts 01913
INSURANCE REQUIREMENTS

A. Comprehensive General Liability, Completed Operations Coverage and Umbrella Liability Insurance

Coverage for Bodily Injury and Property Damage as follows:

<u>Limits of General Liability & Completed Operations Coverage</u>	<u>Limits of Umbrella Liability Coverage</u>
\$1 Million each occurrence	\$2 Million each occurrence
\$3 Million aggregate	\$2 Million aggregate

The Comprehensive General Liability and Completed Operations Coverage Policy (3 years) shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

3. Work performed by the Contractor himself with his own employees; "premises-operations" line.
4. Work performed by his Subcontractors; Contractor's Protective Liability; ("sublet work" or "Independent Contractors") line. Use of subcontractor(s) may be subject to the prior approval of the City as described more fully in applicable contract terms and conditions. All subcontractors must also provide Certificates of Workers' Compensation, General Liability, Completed Operations and Umbrella Liability Coverage.
3. The Contractor's liability assumed under the Contract Terms; "hold harmless" or "indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor's Insurance Certificate to indemnify and hold harmless the City.

B. Comprehensive Automobile Liability Insurance

All minimum coverage as required under Massachusetts General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

Bodily Injury and Property Damage combined single limit of \$1 Million

The insurance is to include all owned or hired vehicles of the contractor and non-ownership protection for all employees of the Contractor engaged in the performance of the Contract.

C. Worker's Compensation and Employer's Liability Insurance

Coverage as required by the Worker's Compensation laws of the Commonwealth of Massachusetts, MGL Ch149 §34A, including both statutory lines and Coverage B with a 100,000/500,000/100,000 limit of liability.

D. Owner's Protective Liability Insurance

The Contractor shall furnish to Amesbury Certificates of Insurance naming the City of Amesbury as an additional insured as their interest may appear and maintain said during the life of this Contract complete General Liability Insurance in amounts set forth above for Bodily Injury and Property Damage Liability.

E. General Requirements for All Lines of Insurance Furnished

Contractor will furnish a Certificate of Insurance form incorporated into and made a part of this Agreement naming the City of Amesbury as an "Additional Insured" on the appropriate insurance policies. Properly executed certificates must be on file with the Municipality prior to commencement of this Agreement, including a copy of the endorsement to their insurance policy naming the City as an Additional Insured.

Amesbury, Massachusetts 01913
INSURANCE REQUIREMENTS
(cont'd)

The Contractor shall procure and maintain in full force and effect during the term of this Agreement insurance against any and all losses, liabilities, claims, costs, expenses and damages, including third-party claims that are alleged to have arisen in connection with activities of the Contractor, and/or any agents, representatives, subcontractors or employees as pertains to the project. When higher limits are required, such provisions will be listed in the project specifications issued by the City of Amesbury.

All insurance policies must state to indemnify, defend and save harmless the City of Amesbury and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of the Contractor's action or failure to act. Mutual indemnification will not be accepted. No waivers of subrogation are implied or will be accepted.

Insurance companies must be licensed by the Commonwealth of Massachusetts or otherwise acceptable to the Municipality. The cost of such insurance, including required endorsements or amendments, certificates and renewals, shall be the sole responsibility of the Contractor. Full disclosure of any non-standard exclusion is required for all required coverages. All policies shall be written so that the City of Amesbury shall be notified of cancellation or the addition of "restrictive amendments" by Registered Mail not later than twenty (20) days prior to the effective date of such cancellation or amendment.

The Contractor shall, when subcontractors are permitted by the agreement, require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types where applicable and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor and the City shall be indemnified and held harmless from liability in all such policies and named as an additional insured with respects to that subcontractor's involvement in the project.

NOTE: The term Contractor and/or Consultant used herein shall be synonymous with any label used by a company hired to perform an engineering, consultant or similar service for the City of Amesbury.

Form 5: CORPORATE RESOLUTION

If the Bidder is a corporation, the individual signing this form on behalf of said corporation hereby certifies, under the pains and penalties of perjury, that he is authorized to sign said form on behalf of the corporation and to execute contracts in the name and on behalf of said corporation, and the execution of any contract or obligation in the corporate name by the undersigned shall be valid and binding upon the corporation.

I, _____, hereby certify that I am the duly qualified and
(Secretary of the Corporation)

acting Secretary of _____ and I further certify
(Name of Corporation)

that a meeting of the Directors of said Company, duly called and held on _____,
(Date of Meeting)

at which all Directors were present and voting, the following individuals:

were duly authorized and empowered to execute and submit Forms of General Bid, Contracts, Agreements or Bonds on behalf of the Corporation.

I further certify that the above authority is still in effect and has not changed or modified in any respect.

By:

Secretary of Corporation

A True Copy:

Attest:

Notary Public

My Commission Expires:

Date

Form 6:
NON-COLLUSION CERTIFICATION

The undersigned certifies under the penalties of perjury that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee or organization, entity, or group of individuals.

TAX COMPLIANCE CERTIFICATION

Pursuant to Massachusetts General Laws, c.62C, §49a, the undersigned certifies, under the penalties of perjury, that the undersigned, or if applicable, the corporation the undersigned represents, has filed all state tax returns and has paid all state taxes required under the laws of Commonwealth.

CONTRACTOR:

Signature of Individual or Corporate Name

Social Security Number
or Federal I.D. Number

By: Corporate Officer (if applicable)