

**AMESBURY PUBLIC SCHOOLS
AMESBURY, MASSACHUSETTS**

April 22, 2026

REQUEST FOR PROPOSALS (“RFP”)

FOR

LEASE OF SPACE AT AMESBURY MIDDLE SCHOOL FOR

ON-SITE DAYCARE SERVICES

LOCATION:

AMESBURY MIDDLE SCHOOL

220 MAIN STREET

AMESBURY, MA

PROPOSALS DUE:

MAY 22, 2026 @ 11:00 A.M.

at the Office of the Superintendent of Schools
Amesbury High School
5 Highland Street, Amesbury, MA 01913

I. General Information and Proposal Submission Requirements

The Amesbury Public Schools (hereinafter referred to as the “District”), acting by and through the Amesbury School Committee (the “Committee”) is seeking proposals from qualified organizations to lease space at the Amesbury Middle School, located at 220 Main Street, Amesbury (the “Property”) for the purpose of providing on-site child care services (the “Program”) for the FY2027, FY2028, and FY2029 school years. The space available for lease contains approximately 6,840 square feet and is comprised of nine (9) classrooms located on the first floor of the Property (the “Leased Area”). The successful proposer will also have access to outside areas (weather permitting) for the Program’s purposes. The District reserves the right to cancel this RFP, or reject in whole all or any bids if the rejection serves in the best interest of the District. The lease of the Leased Area is subject to the Uniform Procurement Act, G.L. c. 30B, Section 16, provisions of which are incorporated herein by reference. The designated organization will be required to submit a disclosure of beneficial interest in accordance with G.L. c. 7C, §38.

All proposals must be addressed and delivered to the Office of the Superintendent of Schools, Amesbury High School, 5 Highland Street, Amesbury, MA 01913.

Interested organizations must submit four (4) copies of their proposal, clearly marked “Amesbury Public Schools On-Site Childcare Services at Amesbury Middle School”, **on or before 11:00 A.M., E.S.T. on Friday, May 22, 2026**. Each proposal must be received in a sealed envelope which contains both the technical and price components of the proposal. All proposals must also include a non-collusion form, tax compliance certificate, pricing sheet, and reference form as provided in this RFP. Proposals will be opened on the date the time indicated above at the Office of the Superintendent of Schools.

Minority Business Enterprises have full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award. All requirements of the City of Amesbury Equal Opportunity Policy are in effect for this contract.

Proposal Signature

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; 3) if the proposer is a corporation, by the authorized officer whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed; and (4) if the proposer is a limited liability company, by an authorized manager.

Time for Acceptance

The contract will be awarded within 30 days after the RFP evaluation is complete. The time for award may be extended for up to 45 additional days by mutual agreement between the District and the apparent most advantageous proposer that is responsive and responsible. Late proposals will be rejected and returned, unopened, to the sender.

Proposals responding to this RFP must include all required documents, completed and signed per the instructions and attached forms included in this bid package.

Changes and Addenda

If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed or emailed to all proposers on record as having received a copy of the RFP.

Questions about the RFP

Questions concerning this RFP must be submitted **in writing by Friday, May 8, 2026** to: Joan Liporto, Director of Finance and Operations, Amesbury Public Schools, 5 Highland Street, Amesbury, MA 01913 or liportoj@amesburyma.org. Questions will be answered **up to 5 days before the RFP due date of Friday, May 22, 2026**. Questions may be delivered, mailed, or emailed. Written responses will be mailed or emailed to all bidders on record as having received a copy of the RFP.

Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities

A proposer may correct, modify, or withdraw a proposal by written notice received by the Director of Finance and Operations prior to the time and date that the proposal is due. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence and must reference the original proposal.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Amesbury Public Schools or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct bid, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct bid is not similarly evident.

Pre-Proposal Conference

If there is sufficient interest, the District will hold a pre-proposal conference and site visit. Please email Joan Liporto at liportoj@amesburyma.org for an appointment.

Further Information

The District may request additional information from one or more proposers relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time. Proposers may also be invited to appear before designated persons acting on behalf of the District. Failure to comply with this request will result in a rejection of the proposal at issue. The right to an interview does not automatically extend to all whose proposals are accepted for review but is granted in the sole discretion of the District.

Right to Cancel/Reject Proposals

The District may cancel this RFP, or reject in whole or in part any and all proposals, if the Committee determines that cancellation or rejection serves the best interests of the District.

The District reserves the right to terminate the Lease with sixty (60) days' notice to the Lessee if the Leased Area is no longer being used for the permitted use under the Lease.

Disclosure Statement for Transaction with a Public Agency Concerning Real Property

Required disclosures of beneficial interests in real property transactions required by M.G.L. c. 7C, §38, should be made using the DCAMM form (attached) or available at the following website address: www.mass.gov/anf/docs/dcam/dlforms/forms/real-estate-transaction-disclosure-instructions-and-form.pdf

Subletting of Award

The successful proposer shall not sublet any portion of the Leased Area used for the Program.

Permits and Licenses

The successful proposer shall secure at proposer's own expense all permits and licenses, pay all necessary charges and provide all notices due in connection with the lawful use of the Property.

Liens, Demands and Permit Fees

The successful proposer shall indemnify, defend and hold the District harmless from all liens, liabilities incurred, demands or permit fees in any way associated with this RFP.

Compliance with Other Laws and Regulations

The successful proposer must comply with all federal, state and local laws and regulations pertaining to the lease of the Property and operation of the Program.

Indemnification

The successful Proposer shall indemnify, defend and hold the District and the City of Amesbury harmless from and against any and all claims, actions, damages, liability and expenses in connection with any loss, damage or injury to persons or property occurring in or upon the Property as a result of any negligent act or omission of the proposer, its employees, agents or invitees or as a result of the violation of any provision of the contract.

Proposals Become Property of the District

All proposals submitted in response to this RFP, plus any other related materials submitted by proposers, will become the property of the District and will not be returned to proposers.

Prices to Remain Firm

All prices submitted in response to this RFP must remain firm for 120 days following the proposal due date.

Unforeseen Office Closure

If, at the time the proposals are due, Amesbury High School is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the time for proposal submissions will be postponed until 11:00 A.M. on the next normal business day that the Amesbury High School is open.

Each Proposal must include the following:

1. Cover Letter; References. A letter signed by the principal of the proposer who is authorized to submit its RFP response, including a statement of interest, the identity of the proposer, and the name, address and contact information of all interested parties. At least two (2) references shall be included. Proposers should include: (a) a general description of the proposer, including history, size and staff make-up, and any bankruptcies filed by the proposer, (b) the extent to which the proposer is involved in the local community, (c) the general benefits to the District that will result from the proposer's occupancy of the Leased Area; and (d) the improvements and/or build-out or other work that the proposer intends to make to the Leased Area.
2. Rent Proposal. Proposers must indicate the amount of rent offered for the Leased Area by filling in the blank spaces in the Rent Proposal Form attached hereto in both words and figures (form attached).
3. Financial Wherewithal. Proposers must provide a letter of commitment, letter of support from a lending institution, or proof by other means, that the proposer has the financial wherewithal to pay the rent and meet the other financial and other obligations under the lease.
4. Business Plan. Proposers must provide a reasonably detailed business plan addressing the comparative evaluation criteria.
5. Required Submittals. The proposer shall submit all attached forms as follows: (1) Certificate of Non-Collusion; (2) Tax Compliance Certification; (3) Reference Form; (4) Disclosure Statement For Transaction with a Public Agency Concerning Real Property. M.G.L. c . 7C, s. 38, in addition to all other submittals acknowledged herein.
6. Other. The proposer should include in this section any other information which the proposer believes the District should know in order to fully evaluate the proposal, addressing, in particular, the comparative evaluation criteria. If the business to be

conducted is regulated and/or permits or licenses are required, the proposer must submit proof that the business is in compliance with the applicable permits and licenses.

Failure to meet the submittal requirements will be sufficient cause to reject a proposal. Proposers are solely responsible for reviewing all the provisions of this RFP and any attachments prior to submitting the proposal. Proposals that are incomplete, not properly endorsed, or are otherwise in conflict with the requirements of this RFP, will be rejected.

II. Purchase Description/Scope of Services

General Description

The District is seeking proposals from qualified organizations to lease a portion of the Property to provide on-site child care services for the FY27, FY28 and FY29 school years at the Amesbury Middle School, 220 Main Street, Amesbury, MA, that will allow students at the Amesbury High School enrolled in their early childhood program the opportunity to work collaboratively on-site with the provider as part of their educational program, as well as offer a reduced rate for staff and students who need child care services for infants and toddlers. The District's objective for this Program is to create an on-site training opportunity that will prepare students for further education and/or employment, as well as a child care service to benefit the local community and, particularly, the District's staff and students.

Description of Property

The District will provide a space at the Amesbury Middle School, 220 Main Street, Amesbury, MA consisting of 6,840 square feet of space comprised of nine (9) classrooms on the first floor as well as outside areas (weather permitting) for this Program. The District will provide a current building inspection certificate and integrated pest management plan annually, which will be the responsibility of the Committee.

Contract Term Length and Renewal Options

The contract shall be for a three-year term from **July 1, 2026 until June 30, 2029 with an option to renew under the same terms and conditions for two additional one-year terms from July 1, 2029 to June 30, 2031**. This option is exercisable at the sole discretion of the Committee. The Committee will provide the successful bidder with notice of its intention one hundred twenty (120) days prior to the expiration of the contract, as may be extended.

Basis of Compensation

The successful proposer must pay the District at least the below stated minimum rent:

Year One (July 1, 2026 – June 30, 2027) \$ ___ 0.00 ___ per month
Year Two (July 1, 2027 – June 30, 2028) \$ ___ 0.00 ___ per month
Year Three (July 1, 2028 – June 30, 2029) \$ _4,500.00___ per month

These fees are based upon the Program starting no earlier than 6:30 A.M. and ending no later than 6:00 P.M. each weekday.

In the event that the Program needs to open prior to 6:30 A.M. or end later than 6:00 P.M on a given day., the successful proposer will be required to pay the District an overtime fee in the amount of \$50.00 per hour if there is a need for the District staff to open and/or secure the program area.

The proposer shall be responsible to pay for all real estate taxes and other impositions assessed to the Leased Area.

The proposer shall pay a \$10,000 security deposit prior to entering into the Lease, provided, however, the Committee may waive or modify this requirement is in the best interest of the District.

Further, in the event of Lessee alterations or modifications to the Building, or the proposer’s use of the Property, causes, directly or indirectly, the District to have to upgrade any systems or otherwise make modifications to the Property, the Lessee shall be responsible to pay said expense.

Timing of Payments

The successful proposer will pay the Amesbury Public Schools the appropriate sum per month, payable monthly on the 1st of each month in advance.

Description of Services

The successful proposer shall provide a daily Program that involves child/staff planned and spontaneous activities for up to 14 infants, 18 toddlers, and 60 preschoolers for a total enrollment of 92. The Program must contain an educational component with curriculum linked to the Massachusetts State curriculum frameworks where appropriate. Activities must involve mixed age groups based on age and interest.

The successful proposer must work with the District to support the development and implementation of childcare coursework and with the goal of eventually securing Chapter 74 funding for a certification track for District’s high school students. This will include collaboration around grant writing, student observations, practicum opportunities, and other components required for successful programming.

The provider shall develop a written program description for approval by the Superintendent at least sixty (60) days prior to the beginning of the lease term, and at the beginning of every term thereafter. At a minimum, this description shall include the educational objectives, the traditional daily schedule for the Program, and the enrichment

opportunities that shall be made available for participants.

After approval by the District, no substantial changes to Program or activities shall be made without the prior written approval of the Superintendent.

The successful proposer will be responsible for obtaining and maintaining the licensing through the Department of Early Education and Care, and will meet or exceed the standards for safety and security of the children while in care. All licenses shall be provided by the successful proposer to the District no less than 30 days prior to the start of the Program.

The successful proposer will ensure that the Program is run in a manner consistent with regulations applicable to a Day Care Program as mandated by the Commonwealth of Massachusetts.

The successful proposer must supply classroom supplies, materials, furniture, and equipment needed for the classroom, the playground, and all activities.

The successful proposer shall abide by any requirements imposed or pursuant to M.G.L. c. 151, § 1 (“Minimum Fair Wages”) and any executive orders, rules, regulations and requirements of the Commonwealth of Massachusetts related thereto as they may from time to time be amended.

The successful proposer will employ all program staff and will ensure that all staff and any volunteers meet and comply with Early Education and Care (EEC) regulations for the program, as well as record retention for staff and volunteers. All staff and volunteers of the successful proposer must be CORI checked by the District. The District reserves the right to randomly check and CORI any employee or volunteer during the duration of the contract. The District also reserves the right to recommend termination of any employee working in the schools during this Program. This recommendation will not be arbitrary or capricious.

All salaries to be paid in conjunction with the Program will be paid by the successful proposer and these individuals will be employees of the proposer and not the District.

The successful proposer will maintain liability and Workers Compensation Insurance coverage for the duration of the Program and will provide a Certificate of Insurance to the District upon execution of a contract. Specific information on insurance requirements can be found in the Section 6 – Insurance Requirements. The District must be named as an additional insured by the successful proposer, who agrees to furnish a certificate of additional insured to the District no later than 30 days prior to the start of the Program.

The successful proposer must clean and maintain the area used using available custodian supplies (i.e., washing tables, cleaning up spills, placing refuse in waste barrels).

The successful proposer must provide a DESE licensed educator to coordinate the curriculum needs of the children.

The successful proposer must be responsible for the misuse of space or damage to the building as a result of its Program.

The successful proposer will be responsible for any transportation needs associated with the Program, ensuring that appropriate transportation services will be provided.

The successful proposer will be responsible for providing meals and snacks, ensuring that all food and beverages comply with the USDA/Bureau of Nutrition requirements for infants and preschoolers.

The successful proposer must be aware of and comply with all existing school rules as set forth in the District's student handbook and maintain them in their program.

The children of staff of the District shall be given first consideration for enrollment in the Program, followed by the children of staff of the City of Amesbury.

The District will provide eight (8) classrooms at the Property. Any necessary "build out" costs will be the responsibility of the successful proposer. All "build outs" undertaken by the successful bidder shall be subject to and comply with Massachusetts Procurement Laws, specifically M.G.L. c. 149 and the Prevailing Wage Law.

The District will provide access to the facility with a separate entry.

The District will provide restroom access for the staff and participants of this program.

The District will provide all utilities including maintenance, cleaning of the rooms and snow removal.

The District will work with the successful proposer on drop-off/pick-up traffic flow and parking availability.

III. Quality Requirements

By submission of a proposal, the proposer agrees, if its proposal is accepted, to enter into a lease with the District that incorporates all of the requirements of this RFP. The proposer further accepts all of the terms and conditions of this RFP.

Minimum Requirements

Proposers must have at least three years of experience and be properly licensed by the Commonwealth of Massachusetts to provide a child care program for infants and preschoolers in a school setting.

Proposers must also have experience working directly with high school students who are enrolled in an Early Education Program and must be willing to provide on-site educational training opportunity for students who are enrolled in such program.

The proposer must include at least two (2) references from school districts where the proposer has successfully provided a similar service.

Proposers must include copies of any current license(s) needed to provide this service that are required by local and/or state authorities.

Proposer must submit a Plan of Service for the Program detailing:

- a. Compliance with all EEC requirements, including licensing, staff qualifications and staff/student ratio.
- b. That the Program meets or exceeds the standards for safety and security of children while in care.
- c. A fee structure that offers child care to staff at both the Amesbury Public Schools and the City of Amesbury at a reduced rate.
- d. A list of all permits (i.e., building, zoning, plumbing, electrical, health, etc.) needed to provide this service on the stated premises and include an acknowledgment that they will be obtained by the commencement of the Program.
- e. Detailed and written plans to handle discipline, illness, or injury of a child or staff.
- f. Detailed and written safety rules (i.e., adult check in and check out, procedures to ensure pickup of children by authorized adults only, etc.)
- g. Detailed written plans as to how Amesbury High School students will be utilized within the program.

Comparative Evaluation Criteria

If the proposer meets all of the above quality requirements, the Committee will evaluate proposals according to the following Comparative Criteria:

1. Overall Proposal

Highly Advantageous: The proposal is complete, demonstrates a clear understanding of the scope of services to be performed and how the services would be provided in accordance with the District's needs.

Advantageous: The proposal is complete.

Not Advantageous: The proposal is incomplete, or lacks clear understanding of the scope of services to be performed, or how the services would be provided in accordance with the District's needs.

2. Quality of Plan of Service

Highly Advantageous: The Plan of Service not only shows detailed and complete knowledge of and compliance with both EEC regulations and required permits but also sets forth a detailed, comprehensive, and complete plan for handling issues relating to safety rules, and discipline, illness, or injury of a child or staff.

Advantageous: The Plan of Service shows knowledge of and compliance with both EEC regulations and required permits and sets forth a good but not detailed plan for handling issues relating to safety rules, and discipline, illness, or injury of a child or staff.

Not Advantageous: The Plan of Service shows knowledge of and compliance with both EEC regulations and required permits and fails to set forth a detailed plan for handling issues relating to safety rules, and discipline, illness or injury of a child or staff.

3. Percentage of Discount of Fee for Program

Highly Advantageous: Proposer offers a fee discount to staff of the District and the City of Amesbury ranging from 21% to 30%.

Advantageous: Proposer offers a fee discount to staff of the District and the City of Amesbury ranging from 11% to 20%.

Not Advantageous: Proposer offers a fee discount to staff of the District and the City of Amesbury ranging from 1% to 10%.

IV. Rule for Award

The Committee will award the contract to the responsible and responsive proposer offering the most advantageous proposal taking into consideration all of the evaluation criteria set forth in this RFP.

V. Insurance Requirements

GENERAL REQUIREMENTS

- a) Include these insurance requirements as part of the GENERAL CONDITIONS of the Contract
- b) Examine the GENERAL CONDITIONS for additional requirements which affect this Section whether or not specifically mentioned in this Section.
- c) Provide all insurance coverage specified. Coverage shall apply to all work under the contract.

INSURANCE REQUIREMENTS

See attached – “Insurance Requirements”

VI. Additional Contract Terms and Conditions

If the contract is to be awarded, the Committee will give the successful proposer a Notice of Award, within thirty days, excluding Saturdays, Sunday, and legal holidays, after the actual date of the opening of the proposals. All proposals shall remain open for 120 days, after the due date for the submission of proposals but the Committee may, at the Committee's sole discretion, release any proposal and return the Proposal Security prior to that date.

The Committee reserves the right to reject any and all proposals, to waive any and all informalities if it is in the District's best interest to do so, and the right to disregard all nonconforming, nonresponsive or conditional proposals.

It is hereby agreed that if a proposal is accepted and the proposer fails to comply with the terms of his/her proposal or fails to contract as required within the time limit specified, the District may, at its option, determine that the proposer has abandoned his/her proposal, and thereupon the proposal and acceptance thereof shall become null and void.

The proposer will be required to provide insurance coverage according to the "Insurance Requirements for the City of Amesbury" (see attachment).

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or 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, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal Date

Name of business (PLEASE PRINT)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal Date

Name of business (PLEASE PRINT)

REFERENCE FORM

Proposer: _____

RFP Title: _____

Proposer must provide references for:

The proposer must include at least 2 (two) references from school districts where the proposer has successfully provided a similar service.

Reference: _____

Address: _____

Email: _____ Phone: _____

Description and date(s) of supplies or services provided: _____

Reference: _____

Address: _____

Email: _____ Phone: _____

Description and date(s) of supplies or services provided: _____

Reference: _____

Address: _____

Email: _____ Phone: _____

Description and date(s) of supplies or services provided: _____

Attach additional sheets if necessary

CERTIFICATE OF AUTHORITY

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of corporation give names of President and Treasurer; in case of limited liability companies give names of Managers and Members; and in case of firms/partnerships give names of the individual members/partners.)

NAMES	ADDRESSES	ZIP CODE
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Kindly furnish the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: _____

ADDRESS	ZIP CODE	TEL. # _____
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Business: _____

Home: _____

(2) If a Partnership

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
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BUSINESS ADDRESS	ZIP CODE	TEL. # _____
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(3) If a Corporation

Full Legal Name:

—

State of Incorporation:

Principal Place of Business: ZIP _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts:

ZIP CODE _____ TEL. # _____

(4) If a Limited Liability Company

Full Legal Name:

—

State of Registration:

Principal Place of Business: ZIP _____

Qualified in Massachusetts: _____ No _____

Place of Business in Massachusetts: ZIP CODE _____ TEL. # _____

(5) If a Trust

Full Legal Name of Trust:

—

Recording Information on Declaration of Trust:

—

Authorized Signature of Proponent:

Title: _____

Date: _____

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, § 38**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property: Leased spaced within the Amesbury Middle School, 220 Main Street, Amesbury, Massachusetts

(2) Type of Transaction, Agreement, or Document: Lease of Property by City of Amesbury

(3) Public Agency Participating in Transaction: City of Amesbury

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

Lessor/Landlord _____ Lessee/Tenant _____

Seller/Grantor _____ Buyer/Grantee _____

Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, § 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____
_____	_____

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the

Commonwealth of Massachusetts, except as listed below (insert “none” if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, Buyer, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the Buyer's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (___ / ___ /2026)

Print Name & Title of Authorized Signer

INSURANCE REQUIREMENTS

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

Coverage for Bodily Injury and Property Damage as follows:

Limits of General Liability & Completed Operations Coverage Limits of Umbrella Liability Coverage

\$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:

1. Work performed by the Contractor himself with his own employees; "premises-operations" line.
2. 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, defend, and hold harmless the City of Amesbury.

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 and 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. Property Coverage shall include all materials and supplies being transported by the contractor as the City's Property. Products and Completed Operations should be maintained for up to 3 years after the completion of 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 that the contractor shall, to the maximum extent permitted by law, indemnify, defend and save harmless the City of Amesbury and all of its officers, agents and employees from and against any and all damages, liabilities, any suits, causes of action, claims, judgments, proceedings, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work being performed or to be performed by the contractor 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 used herein shall be synonymous with any label used by a company hired to perform engineering, architect, design, consultant, or similar services for the City of Amesbury.