

**AMESBURY PUBLIC SCHOOLS**

March 24, 2025

**REQUEST FOR PROPOSALS**  
**FOR**  
**BEFORE AND AFTER SCHOOL CHILD CARE**

**PROPOSALS DUE:**  
**APRIL 16, 2025 @ 2:00 P.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 is seeking proposals from qualified person(s) or firm(s) to provide before and after school childcare for the FY2026 school year at two elementary schools: Sgt. Jordan Shay Memorial Lower Elementary School (K-2) and the Cashman Elementary School (Gr. 3-5). Proposers must apply to provide a program at both schools. The awarding Authority, the Amesbury Public Schools, reserves the right to award the contract to one vendor or to none at all if that is deemed to be in the best interest of the Amesbury Public Schools. The Amesbury Public Schools 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 Amesbury Public Schools.

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

RFPs must be delivered by the time and date designated: **Wednesday, April 16, 2025 @ 2:00 P.M.**

Four (4) copies of the RFP should be submitted. The RFP requires the submission of two separate sealed envelopes: one containing all information related to pricing and one containing all non-price information. RFPs also must be sealed and marked as follows: **"RFP for Amesbury Public Schools Before and After School Child Care."** The envelope containing price information should be marked **"Price Proposal"** while the envelope containing non-price information should be marked **"Non-Price Proposal."**

All RFPs must include a non-collusion form, tax compliance certificate, pricing sheet, and reference form as provided in this RFP.

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.

### **RFP Signature**

A RFP 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; and 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.

### **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 Amesbury Public Schools and the apparent most advantageous proposer that is responsive and responsible.

### 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 Monday, April 7, 2025** to: Joan Liporto, Director of Finance and Operations, Amesbury Public Schools, 5 Highland Street, Amesbury, MA 01913 or liporto@amesburyma.org. Questions will be answered **up to 5 days before the RFP due date of Wednesday, April 16, 2025**. 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 RFPs, Mistakes, and Minor Informalities

A proposer may correct, modify, or withdraw an RFP by written notice received by the Director of Finance & Operations prior to the time and date that the RFP is due. RFP 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 RFP.

After the RFP due date, a proposer may not change any provision of the RFP 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 RFP are clearly evident on the face of the RFP 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 RFP. A proposer may withdraw an RFP if a mistake is clearly evident on the face of the RFP document, but the intended correct bid is not similarly evident.

### Pre-Proposal Conference

A **mandatory** pre-proposal conference and site visit is scheduled for **Thursday, April 3, 2025 at 3:00 p.m.** at the Amesbury High School, 5 Highland Street, Amesbury.

### Right to Cancel/Reject Proposals

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

### Prices to Remain Firm

All prices submitted in response to this RFP must remain firm for 75 days following the RFP due date.

### Unforeseen Office Closure

If, at the time the RFPs are due, Amesbury High School is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the time for RFPs submission will be postponed until 11:00 a.m. on the next normal business day that the Amesbury High School is open. RFPs will be accepted until that date and time.

## **II. Purchase Description/Scope of Services**

### General Description

The Amesbury Public Schools are seeking proposals from qualified person(s) or firm(s) to provide before and after school childcare for the FY2026 school year at two elementary schools. Proposers must apply to provide a program at both schools.

### **Description of Property**

The Amesbury Public Schools will provide a secured space in the following locations as well as outside areas (weather permitting) for this program. The Amesbury Public Schools also encourage the provider to communicate with school administration in using other spaces including but not limited to: gymnasium, classroom quiet areas, and playground equipment. The space available, the anticipated number of students to be served, the requested program hours and other pertinent information are set out below. The proposer can also expect 1 hour of gymnasium time at each building each day, unless previously notified of unavailability by building principal, The Amesbury Public Schools will provide a current building inspection certificate and integrated pest management plan annually.

#### **Sgt. John Shay Memorial Lower Elementary School**

193R Lions Mouth Road

Amesbury, Massachusetts 01913

Primary Space Available: Cafeteria, Gym

Anticipated Program Enrollment: Before School – 20 students in Grades K – 2. After School – 40 students in Grades K – 2.

Current enrollment: 485 students in grades kindergarten through 2

Current percentage of students qualifying for free and reduced lunch: 33%

Program Hours: Before: 7:00 to 8:30 a.m.

After: 3:00 to 6:00 p.m. (11:30 to 6:00 on PRT days)

**\*NO PROGRAM ON FULL P.D. DAYS**

### **Cashman Elementary School**

193 Lions Mouth Road

Amesbury, Massachusetts 01913

Primary Space Available: Cafeteria, Gym

Anticipated Program Enrollment: Before School – 20 students in Grades 3 – 5. After School - 25 students in Grades 3 – 5.

Current enrollment: 415 students in grades 3 through 5

Current percentage of students qualifying for free or reduced lunch: 35%

Program Hours: Before: 7:00 to 8:30 a.m.

After: 3:00 to 6:00 p.m. (11:30 to 6 on PRT days)

**\*NO PROGRAM ON FULL P.D. DAYS**

In order to further the public purpose of affordable after school programming, a percentage of students similar to the percentage of those qualifying for free or reduced lunch shall be served at reduced rates.

### Contract Term Length and Renewal Options

The contract shall be for a one-year term from **July 1, 2025 until June 30, 2026 with an option to renew under the same terms and conditions for two additional one-year terms from July 1, 2026 to June 30, 2028**. This option is exercisable at the sole discretion of the Amesbury Public Schools. The Amesbury Public Schools will provide the successful bidder with notice of its intention one hundred twenty (120) days prior to the expiration of the contract.

### Basis of Compensation

The successful proposer must pay the Amesbury Public Schools at least the below stated minimum fees:

Site Fee: The successful proposer must pay the Amesbury Public Schools a fee based on the monthly student average enrollment, per location. A proposer may submit a proposal whereby it proposes to pay more than these stated minimum fees. The Amesbury Public Schools shall receive an increase of no less than 3% to the site fees each consecutive year of the contract. Proposers must include the prices they agree to pay on the pricing sheet contained herein:

|   |                             |                 |
|---|-----------------------------|-----------------|
| ⇒ | Under fifty (50) students   | \$50.00 per day |
| ⇒ | Fifty (50) students or more | \$60.00 per day |

### Timing of Payments

The successful proposer will pay the Amesbury Public Schools the appropriate sum per month, payable monthly on the 15<sup>th</sup> of each month following the month in which the

service was provided.

An accounting of each month's payment shall be submitted with each payment. Such accounting shall include attendance records for each site (documenting the monthly student average).

### Description of Services

The successful proposer shall provide a daily program that involves child/staff planned and spontaneous activities in the areas of athletics, homework help, arts & crafts, etc. The program must contain an educational component with curriculum linked to the Massachusetts State curriculum frameworks. Activities must involve mixed age groups based on age and interest.

The provider shall develop a written program description for approval by the Superintendent at least sixty (60) days prior to the beginning of the school year. 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 school district, no substantial changes to program or activities will be made without the written approval of the Amesbury Public Schools prior to implementation of such changes.

The successful proposer must supply materials for all activities and food supplies for snacks. The Amesbury Public Schools Director of Food Services must approve snack menus for nutrition content in advance. Materials may be stored on site in a locked storage cabinet supplied by the successful proposer.

The successful proposer must maintain a mobile telephone unit or install a separate and accessible telephone line and telephone at each location at its own expense.

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

The successful proposer must be currently licensed for Child Care in Massachusetts.

The successful proposer must provide Early Education & Care certification for staff.

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

Each program should be designed to serve the community of that particular school.

Students at participating schools should be given first consideration for enrollment in the program.

The successful proposer must have an optional early pickup at a reduced rate.

The successful proposer must provide all transportation at its own expense. All transportation services for program participants to field trips or other activities at another location must be provided by proposer or contracted through Salter Transportation at rates to be negotiated.

A daily attendance roster must be provided to the school principal.

The successful proposer must be aware of and comply with all existing school rules as set forth in student handbooks and maintain them in their program (sample student handbook is available at request).

The Amesbury Public Schools shall work with the successful proposer to establish minimum qualifications for all program staff, including the director, site coordinators and other employees. All employees of the successful proposer must be CORI checked. The Amesbury School Department reserves the right to randomly check and CORI any employees of the provider during the duration of the contract. The Amesbury Public Schools also reserve the right to recommend termination of any employee working in the schools during this program. This recommendation will not be arbitrary or capricious.

#### Hours of Operation

Before school program will begin at 7:00 a.m. and operate until 8:30 a.m. The afterschool program will begin immediately after school at 3:00 p.m. (11:30 a.m. on PRT days) and operate until 6:00 p.m. **\*NO PROGRAM ON FULL P.D. DAYS**

### **III. Quality Requirements**

#### Minimum Requirements

Proposers must have at least three years of experience providing after school care to students of similar age in a similar sized program.

The proposer must include at least 2 (two) 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.

**Bidders are required to provide one copy of the following general information in their non-price proposals for review:**

- A cover letter describing your organization, articulating your program's prior experience at providing programming of similar type and scope and explaining your philosophy of before and after school structured programs for elementary school students.

- A copy of your license to operate a school-age childcare program from the appropriate state licensing agency.
- A plan for financing your program which demonstrates sufficient revenue to cover program expenses. Include a letter of endorsement from any projected funding sources, and a copy of your most recent audited financial statement.
- A description of the program structure and content.
- A description of staff, including program supervision management and support, as well as staff qualification requirements.
- Proposed staff-to-child ratios.
- A detailed plan to evaluate the program's quality and effectiveness. Include the criteria that will be evaluated.
- A description of your plan relative to the health, safety and nutrition of students, including: procedures to monitor children's arrival and follow up on children who do not arrive; procedures for the safe release of children, first aid and emergency procedures.
- A description of your procedures for student enrollment and registration. The program will begin on or about August 27, 2025.
- The tuition/fee schedule.
- A description of your sliding fee schedule.
- A description of training your staff has received in social/emotional learning programs.

### Comparative Evaluation Criteria

If the proposer meets all of the above quality requirements, then the comparative evaluation criteria listed below shall be used to rank non price proposals. Also below are the standards a proposer must meet in order to receive the described ranking.

#### 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 School Department'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 School Department's needs.

#### 2. Experience

Highly Advantageous: The proposer has 10 or more years' experience providing after school structured programs for children that are of similar scope and type to that specified in the RFP. Staff have five or more years'



experience on average providing structured childcare services. Staff are trained in social emotional learning programs so that children receive consistent practice of social/emotional skills both during the school day and before and after school.

Advantageous: The proposer has between 4-9 years' experience providing after school structured programs for children that are of similar scope and/or type to that specified in the RFP. Staff have between 3-5 years' experience on average providing structured childcare services. Staff have experience in training in social emotional learning.

Not Advantageous: The proposer has 1-3 years' experience providing after school structured programs for children that are of similar scope and/or type to that specified in the RFP. Staff have between 9 months – 1 year of experience on average providing structured childcare services. Some staff have experience or training in social emotional learning.

### 3. Program Content and Quality

Highly Advantageous: The program is extremely well supervised and supported, is uniformly developmentally appropriate for the age group and consistently addresses individual differences and interests. Staff have been trained in social emotional learning techniques and children receive consistent practice in social emotional skills in an afterschool environment. The program promotes social, parental and community involvement and provides a healthy and secure environment for children

Advantageous: The program is adequately supervised and supported and meets the following characteristics: the program is generally developmentally appropriate for the age group and/or addresses individual differences and interests; staff are generally knowledgeable about social emotional learning techniques/programs; the program generally prioritizes social, parental and community involvement; and/or the program generally provides a healthy and secure environment for children.

Not Advantageous: The program is not well supervised/supported, or fails to meet one or more of the following characteristics: the program is generally developmentally appropriate for the age group and/or addresses individual differences and interests; staff are generally knowledgeable about social/emotional learning techniques/programs; the program generally promotes social, parental and community involvement; and/or the generally provides a healthy and secure environment for children.

### 4. Effectiveness and Quality of Program Administration and Support

Highly Advantageous: The administrative program provides excellent oversight and supervision of the educational program, consistently evaluates the quality and effectiveness of the educational program on an

ongoing basis, provides safe, timely and reliable transportation for students (if needed), offers a generous amount of financial assistance for students and consistently enrolls/registers students on an efficient and accurate basis.

Advantageous: The administrative program provides adequate oversight and supervision of the educational program, and meets the following characteristics: periodically evaluates the quality and effectiveness on an ongoing basis; provides adequate transportation for students (if needed); makes a limited amount of financial assistance available to students; and enrolls/registers students with a minimal amount of errors

Not Advantageous: The administrative program does a poor or ineffective job of overseeing/supervising the educational program, or fails to meet one or more of the following characteristics: periodically evaluates the quality and effectiveness on an ongoing basis; provides adequate transportation for student (if needed); makes a limited amount of financial assistance available to students; and enrolls/registers students with a minimal amount of errors.

## REFERENCE FORM

Bidder: \_\_\_\_\_

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

#### **IV. Rule for Award**

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

#### **V. Proposal Pricing Sheet**

The successful proposer must pay the Amesbury Public Schools a fee based on the monthly student average enrollment, per location. A proposer may submit a proposal whereby it proposes to pay more than these stated minimum fees.

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| Price for under fifty (50) students | \$_____per day<br>(Min. of \$50.00) |
|-------------------------------------|-------------------------------------|

|                                       |                                     |
|---------------------------------------|-------------------------------------|
| Price for fifty (50) students or more | \$_____per day<br>(Min. of \$60.00) |
|---------------------------------------|-------------------------------------|

## **VI. Non-Collusion Form and Tax Compliance Form**

### **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.

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|                                                    |      |
|----------------------------------------------------|------|
| Signature of individual submitting bid or proposal | Date |
|----------------------------------------------------|------|

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|                                 |
|---------------------------------|
| 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.

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|                                                    |      |
|----------------------------------------------------|------|
| Signature of individual submitting bid or proposal | Date |
|----------------------------------------------------|------|

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|                                 |
|---------------------------------|
| Name of business (PLEASE PRINT) |
|---------------------------------|

## **VII. Additional Contract Terms and Conditions**

If the Contract is to be awarded, the District 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 thirty days, excluding Saturdays, Sundays and legal holidays, after the actual date of the opening of the Proposals but the District may, at the District's sole discretion, release any proposal and return the Proposal Security prior to that date.

The District 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.

The proposer will be required to comply with the terms and conditions set forth in the Amesbury Public Schools "Application for Use of School Building" (see attachment) and the Amesbury License Agreement (see sample attached).

It is agreed that if this proposal is accepted and the proposer fails to comply with the terms of his/her proposal or shall fail to contract as required within the time limit specified, the Amesbury Public Schools may, at its option, determine that the proposer has abandoned his/her proposal, and thereupon this 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).

## **LICENSE AGREEMENT**

**LICENSE OF SPACE AT THE \_\_\_\_\_ ELEMENTARY SCHOOL**

**BETWEEN THE AMESBURY PUBLIC SCHOOLS AND \_\_\_\_\_**

The Amesbury Public Schools, acting through its School Committee, (hereinafter referred to as the DISTRICT), enters into this License with \_\_\_\_\_ (hereinafter referred to as LICENSEE).

The DISTRICT shall License space to the LICENSEE at the \_\_\_\_\_ School, which is in Amesbury, Massachusetts, for the purpose of running a before/after school structured program for elementary school students, according to the terms specified below.

**I. SERVICES PROVIDED BY THE AMESBURY PUBLIC SCHOOLS**

- A. The Amesbury School Committee agrees to provide the following spaces (gymnasium, cafeteria) to the LICENSEE at the \_\_\_\_\_ School, subject to any and all of the following restrictions:

Use of the following facilities 7:00 a.m. to 8:30 a.m. and 3:00 p.m. to 6:00 p.m., Monday through Friday, except as noted.

Facility: \_\_\_\_\_

- B. Utility and maintenance services provided by the Amesbury Public Schools.

1. Heat, light and other utility services, no telephone service.
2. Regular maintenance

- C. LICENSEE agrees to respectful use of the buildings; Amesbury Public Schools' expectation is that there will be no vandalism to property and the bidder will provide cleanup of extraordinary messes.

- II. The LICENSEE shall only use these Licensed facilities for the purpose of providing before and after-school structured programs for elementary school students.

**III. LICENSEE agrees that:**

- A. LICENSEE will not interfere with the Amesbury Public Schools' use of the premises.
- B. The LICENSEE shall supervise children who are attending its program on the Premises at all times, and LICENSEE shall ensure that all such children are orderly when moving between areas Licensed to LICENSEE.

- C. LICENSEE will ensure that children will not be allowed to wander throughout the building and food will be allowed only in assigned areas.
- D. LICENSEE shall comply with all federal, state and local laws, regulations, and ordinances including without limitation, applicable licensing requirements.
- E. LICENSEE shall not assign this License or sublet the whole or any part of the Licensed premises.
- F. LICENSEE shall meet or exceed all credit listed in the March 2025 Request for Proposal during the entire License term (see below).

#### IV. LICENSEE TERM

- A. The License Term shall commence on July 1, 2025 and continue through June 30, 2026.
- B. It is the intent of the Amesbury School Committee to allow LICENSEE to remain in the \_\_\_\_\_ School Building until the termination of this License, unless any of the following conditions arise:
  - 1. the Building, or a portion thereof, is taken by eminent domain;
  - 2. the Building, or a portion thereof, is damaged or destroyed by an act of God;
  - 3. mandated changes in law or regulation make it impossible to continue the License agreement;
  - 4. the Building, or portion thereof, is determined by a majority of the Amesbury School Committee to be necessary to meet its educational responsibilities as defined in M.G.L. Ch. 71; or
  - 5. the LICENSEE is in breach of the License as referred to in Article X of this Agreement.

#### V. QUIET ENJOYMENT

- A. The City hereby warrants and covenants that the LICENSEE shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of the City, or by any other person(s) for whose actions the City is legally responsible, or by any person claiming by, through or under the City, except as herein provided.
- B. The City reserves the right for itself and its agents to enter the Premises and the Building or any parts thereof at any time to make inspections, alterations, or additions in or to the Premises or the Building in connection



with the planned renovation of the Premises and Building. The City shall give LICENSEE notice of such inspections, alterations and additions as soon as the City has such information and in no event shall LICENSEE be given less than twenty-four (24) hour notice. Notwithstanding the above, the City may enter the Premises at any hour and without twenty-four (24) hour notice in the case of emergency affecting the Premises or Building.

- C. The exercise of these reserved rights by the City shall not be deemed an eviction or disturbance of the LICENSEE'S use and possession of the premises, nor a ground for abatement of any rent due hereunder, and it shall never render the City liable in any manner to the LICENSEE or any other person.

## VI. RENT

- A. The rent for the period July 1, 2025 to June 30, 2026, shall be paid in month installments by the last day of each month, beginning in September and ending in June.
- B. Failure to make any payment within ten days after it is due shall be considered a violation of this License.

## VII. INSURANCE

- A. LICENSEE agrees to purchase and maintain insurance policies in accordance with attached Amesbury Insurance Requirements.
- B. LICENSEE agreed to indemnify the School Committee and the City of Amesbury and hold them harmless from any and all costs of defending any action arising from this License.
- C. At the time of execution of this License, the LICENSEE shall file its Certificate of Insurance with the Director of Finance and Operations and said certificate shall become Exhibit B of this License.

## VIII. ASSUMPTION OF LOSS AND LIABILITY

- A. LICENSEE agrees that it shall pay for all labor performed or furnished, all materials used on or employed in the performance of work by LICENSEE under this License, and all rent or hire of equipment employed by LICENSEE in its work.
- B. During the term of the License, the LICENSEE'S relationship to the City shall be that of an independent organization. LICENSEE shall have no capacity to involve or bind the City in any contract nor to incur any liability on the part of the City.

C. LICENSEE shall be responsible for any and all damages caused by clients, staff and/or visitors of the Licenses premises and contents, including acts of vandalism.

IX. ALTERATIONS AND RENOVATIONS

Any renovations or alteration to the building by LICENSEE must be submitted to the Director of Facilities and approved in advance in writing. The cost of any renovation or alteration will be at the expense of LICENSEE. Upon termination of this License, the building must be restored to its original condition by LICENSEE.

X. REMEDIES OF THE SCHOOL COMMITTEE

LICENSEE agrees that if the City at any time determines that the LICENSEE has violated any of the provisions of this License, the City shall terminate the License upon thirty (30) day notice to the LICENSEE of such violation. The decision of the City shall be final.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this and three (3) duplicates, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED BY AMESBURY SCHOOL COMMITTEE,

\_\_\_\_\_  
Chairperson

LICENSEE

\_\_\_\_\_  
Individual or Corporate Name

BY: \_\_\_\_\_

\_\_\_\_\_