



REQUEST FOR PROPOSALS (Web-Version)
January 20, 2016

DISPOSITION OF THE HORACE MANN SCHOOL
AMESBURY, MASSACHUSETTS



Proposal Submission Deadline:
February 22, 2016
9:00 A.M.

CITY OF AMESBURY
Mayor Ken Gray
Amesbury City Hall
62 Friend Street
Amesbury, Massachusetts 01913

IMPORTANT : If your firm/company is interested in responding to this RFP, then RFP Form # 01 **MUST BE SUBMITTED** as instructed on the form to the Office of Community and Economic Development (OCED) immediately upon download.

Request for Proposals (RFP) Interest Form – RFP Form # 01

Instructions: If your firm/company is interested in responding to this RFP, then RFP Form # 01 **MUST be submitted** to the Office of Community and Economic Development (OCED) at the time the RFP is picked up or immediately upon download. This form is crucial in providing pertinent company information for bidder's list tracking and distribution of any potential addendum.

Awarding Authority:	The Mayor's Office, City of Amesbury
Property Name: <i>(Use separate forms for each Property)</i>	<input type="radio"/> Horace Mann School
	<input type="radio"/> Amesbury Cultural Center

Fax or Email this RFP Interest Form to:

City of Amesbury – OCED, Nipun Jain
Fax: 978-388-6727
Email: nipun@amesburyma.gov

By submitting this RFP Interest Form the below identified firm is expressing its interest in the above-referenced public bidding project and is requesting that it be added to the list of firms that will receive any addenda to the RFP that might occur. ***The Awarding Authority assumes no responsibility for a firm's failure to receive any addenda or other correspondence related to this RFP due to the firm's failure to submit an RFP Interest Form as directed above or for any other reason.***

If you are registering for the Pre-Bid Property Tour and Briefing Session at this time, please check this box.

Company Name	
Company Address	
Company Telephone No.	
Company Fax No.	
Company Contact Person/Title	
Email Address	
Date Submitted	

By: _____
(Signature of Authorized Representative)

**Request for Proposals
Disposition of Surplus Municipal Property
City of Amesbury**

1.0 INTRODUCTION

1.1 Authority

Pursuant to M.G.L. c. 30B, Section 16, the City of Amesbury seeks proposals for the disposition of certain real property (the "Property") located at 10 Congress Street in Amesbury, MA, which consists of the former school building known as the **Horace Mann School** and contains 15,300 gross square feet in an existing building on a 0.52 acre lot, with an Amesbury Assessor's Map ID of 54/ / 14/ /. The Mayor is the awarding authority for this transaction.

The purpose of this Request for Proposals ("RFP") is to solicit proposals from qualified developers and to specify the terms and conditions applicable to the disposition. The Amesbury City Council has determined that the Property is surplus municipal property as defined in M.G.L. c. 30B and has authorized this disposition process. The Property is offered for sale. Lease proposals will not be accepted. The developer will be selected pursuant to the terms of this RFP, which specifies restrictions on the subsequent use of the Property.

After acquiring the Property, the successful Proposer will be required to construct improvements on the Property in accordance with the terms of this RFP and the Proposer's approved proposal, as well as a Land Development Agreement, which will be recorded immediately following the deed from the City. The successful Proposer will be required to obtain all necessary permits and approvals (e.g., from the Board of Appeals, Planning Board, Conservation Commission, Historical Commission etc.). The City of Amesbury cannot provide any guarantee that the proposed redevelopment proposal will be approved by these parties.

Proposers must meet all minimum evaluation criteria, must submit a complete proposal and price bid, and must include all requested documents. The City has attempted in this RFP to be as accurate as possible, but is not responsible for any errors or omissions herein.

1.2 Contents

This RFP includes a description of the Property and the City's goals and objectives for its future use, instructions to Proposers and bid forms, and the following Exhibits:

- A. Locus Map
- B. Assessor's Card
- C. Neighborhood Context and Building Photographs
- D. Massachusetts Cultural Resource Information System (MACRIS) Database

1.3 Definitions

Where the following words or phrases appear in this RFP, they shall have the meanings defined below:

Developer of Record (“Developer”): The Proposer designated by the City as the developer for the Horace Mann School.

Disposition Agreement: The Agreement executed by and between the Developer of Record and the City, setting forth the purchase price and payment schedule, the performance obligations of each party, and all terms and conditions of the sale, and any restrictions to be placed on the deed of the Property on or before the date of closing.

Land Development Agreement: The Agreement executed by and between the Developer of Record and the City, setting forth the obligations of the Developer of Record relative to the construction/redevelopment of the Project, the construction schedule, the events constituting a default and the remedies available to the City in the event the Developer of Record does not fulfill its obligations under the Land Development Agreement.

Predevelopment Costs: Appraisals, surveys, development consultants, environmental testing, wetlands delineation, market or feasibility analysis, traffic studies, marketing materials, topographic mapping, preliminary architectural or engineering plans, historic preservation or archaeological studies, legal organization and/or titles.

Project: The disposition and development of the Horace Mann School for purposes authorized by the City pursuant to this RFP.

Proposer: The entity submitting a proposal in response to this RFP.

City: The City of Amesbury.

1.4 Property Tour and Briefing

It is strongly suggested that interested proposers have a representative present at a briefing session/site visit on February 02, 2016 at 2:00 PM., at 10 Congress Street in Amesbury, MA. Registration to attend the briefing/tour is required no later than 3:00 PM on February 01, 2016. To register or to obtain additional information, contact Nipun Jain, City Planner at (978) 388-8110 x312. The City Planner will be present to answer questions.

1.5 Proposal Deadline

One original and ten (10) copies of the proposal must be delivered in a sealed envelope and/or package clearly labeled with the following:

Title: PROPOSAL FOR DISPOSITION OF HORACE MANN SCHOOL

From: Name and Address of Proposer

To: Mr. Nipun Jain, City Planner
Office of Community and Economic Development
Amesbury City Hall
62 Friend Street
Amesbury, MA 01913

Submission Deadline: Not later than 9:00 AM (Local Time) on February 22, 2016

If City Hall is closed at the time of the delivery deadline due to uncontrolled events, including, but not limited to, fire, wind, or building evacuation, the proposal opening will be postponed until 9:00 AM (Local Time) the next normal business day. Proposals will be accepted until that date and time.

The Proposals shall be opened in the City Hall Auditorium located at 62 Friend Street, Amesbury at 1:00PM (Local Time) on February 22, 2016, at which time proposals shall be recorded, and each Proposer's name and offering price shall be read aloud. Proposals received after the submission deadline will be returned, unopened, to the sender. Email or facsimile submissions will not be accepted.

All proposals require a deposit in the form of a certified check or money order made payable to the City of Amesbury in the amount equal to ten percent (10%) of the proposed sale price.

Amendments/Modifications/Withdrawal: Proposers may correct, modify or withdraw proposals, in writing, prior to the proposal submission deadline, but not thereafter. Corrections or modifications must be submitted in a sealed envelope and clearly labeled as required for the original proposal. Any Proposer wishing to withdraw a proposal must provide a written authorization and/or acknowledgement that they are withdrawing their proposal and the City of Amesbury is held harmless from any responsibility as a result of the proposal withdrawal.

Addendum: Any Addendum(s) to the RFP will be sent to those who received a copy by registered or fax mail. The City will not be notifying anyone who received a copy of the RFP from anyone other than the City. If it is impossible to notify all parties who received an RFP from the Office of Community and Economic Development of an Addendum prior to the deadline for submission, the City reserves the right to extend the deadline for submission through proper notice.

All proposals will remain in effect for a period of 120 calendar days from the submission deadline, or until the disposition has been effectuated, or this RFP is cancelled, whichever occurs first.

In the case of a discrepancy on the Price Summary Form between written and numerical amounts, the written amount shall prevail.

1.6 Minimum Bid Price

The minimum bid price for the Property is *One Hundred Forty-Five Thousand Dollars (\$145,000)*.

1.7 General Conditions

- a) The City reserves the right to reject any and all proposals when it is in the best interest of the City to do so. The City also reserves the right to waive minor discrepancies, to permit a Proposer to clarify such discrepancies, and to conduct interviews with all qualified Proposers in any manner necessary to serve the best interests of the City. The City further reserves the right to designate a Developer of Record based on written proposals received, without interviews, and to reject any and all proposals if deemed in the City's best interest to do so.
- b) Any fees or other expenses associated with the RFP process are solely the responsibility of Proposers.
- c) The City makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.
- d) Each Proposer shall be responsible for investigating the condition of the Property and the City's title to the Property. The Mayor, City Council and City of Amesbury, and the City's employees, agents, representatives and contractors make no warranty or representation whatsoever as to the condition of the Property or its suitability for any particular purpose, or the title thereto.
- e) Proposals shall be deemed to be public records within the meaning of M.G.L. c. 4, Section 7, as of the date and time of the bid opening, as required under M.G.L. c. 30B, Section 16.

1.8 Communications

All inquiries about this RFP, including requests for clarification or any additional information, must be submitted in writing to:

Mr. Nipun Jain, City Planner
Office of Community and Economic Development
Amesbury City Hall
62 Friend Street
Amesbury, Massachusetts 01913
Fax: (978) 388-6727
Email: nipun@amesburyma.gov

No requests or questions will be accepted after 12:00 P.M. (noon) on February 17, 2016. The Proposer must provide the name, address, telephone number, fax number and email address of the person to whom such additional information should be sent.

Responses to questions shall be issued in writing as an Addendum(s) to this RFP. No oral communications may be relied upon.

1.9 Access to City Records

Proposers seeking a copy of the Amesbury Zoning Ordinance may obtain it at the City of Amesbury's official municipal website at this link:

<http://www.amesburyma.gov/planning-board/files/zoning-bylaws>.

Requests for specific information about the Property should be directed in writing to Mr. Jain, not to individual City departments. Upon request and by prior appointment with Mr. Jain, Proposers may inspect records and property data in the City's possession. The City of Amesbury does not attest or certify to the accuracy of available data.

2.0 DESCRIPTION OF THE PROPERTY

Location, Size and Improvements: The Property consists of land and an existing building, being the former Horace Mann School located at 10 Congress Street in the Congress/Monroe Street neighborhood. The lot size is 0.52 acres with 150 feet of frontage on Congress Street. The building is approximately 13,850 square feet of livable area and approximately 15,300 gross square feet. The Property has a Map ID of 54/ / 14/ /on the Amesbury Assessor's Maps. (Exhibit B)

Ownership: The Property is owned by the City of Amesbury.

Zoning: The Property is located in an area zoned as Residential, R-8 Zoning District.

Buildings and Improvements: The Horace Mann School is a distinctive property for several reasons. Built in 1908, it is a remarkable historic property and a great example of crafts style of architecture in Amesbury. The character defining architectural features – slate hip roofs, solid wood frame construction, brick facades and bold window and door layout – make this property very attractive for historic redevelopment opportunities. Some of the key interior elements are still intact, including staircases and fireplaces. The modifications to the interior walls are minimal as the building has continually been used for educational purposes. (Exhibit D)

Utilities: Electricity, natural gas, public water and sewer service are available at the site.

Current Use: The building is currently vacant.

Surrounding Uses: The School is located in the dense residential neighborhood off of Congress Street and Elm Street. The neighborhood comprises of several multi-family residential structures as well as single family homes. This neighborhood is within walking distance of the Heritage Park and the bikepath along the Powow River. The Merrimack Valley Regional Transportation Center and the Amesbury Senior Center are also within walking distance from this neighborhood. There are some commercial properties along Elm Street including offices, convenience stores, restaurants and light manufacturing facilities. These add vitality to the residential neighborhood besides providing job opportunities. (Exhibit C)

Plans: The Property has been owned by the City since the building was originally built. There are no official survey records or plans available and therefore the Proposer would also have to establish property boundaries and undertake legal and survey work to determine existing site conditions.

Environmental Issues: Given the age of the existing structure, it is likely that asbestos, lead paint and other potential contaminants or hazardous materials are present in the building or on site, however the City has no express knowledge of the environmental condition of the Property, and makes no representations or warranties in this regard.

3.0 PROJECT AND DEVELOPMENT OBJECTIVES

The Horace Mann School is a remarkable historic property and a great example of crafts style of architecture in Amesbury. Built in 1908, it is the sole surviving public school building that was in use up until it was taken out of public use by the City for Disposition. The character defining architectural features – slate hip roofs, solid wood frame construction, brick facades and bold window and door layout – make this property very attractive for historic redevelopment opportunities. Given its proximity to the commercial hub and mixed-use properties, commercial uses, including professional office space, are potential re-use opportunities. Within the multi-family residential segment, specific housing types such as senior housing, assisted living, artist studios and a variety of other types would also be possible given its proximity to the City Center and easy access to services and outdoor recreational opportunities.

3.1 Acceptable Project Types

The City has a strong preference for two types of development proposals:

- a) Redevelopment of the existing building as a multi-family residential structure.
- b) Redevelopment of the existing building for mixed-uses with commercial uses on the first floor.

3.2 Development Objectives

The prevailing proposal must take into consideration the City's development objectives, which include:

- a) Rehabilitation of the Property, including preservation of existing structure, its historic architectural elements and character defining features.
- b) Redeveloping the Property in a manner that respects the interests of abutting residential property owners.
- c) Compliance with all applicable zoning ordinances of the City of Amesbury.
- d) Generation of revenue for the City, including, but not limited to, maximizing tax revenue for the City in connection with the Project.

4.0 INSTRUCTIONS TO PROPOSERS

4.1 Proposal Submission Requirements

Proposers must submit a complete proposal in order to be considered responsive to this RFP. 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 M.G.L. c. 30B. A complete proposal shall include all of the following documents and shall be organized in the following manner. Tab dividers must match the tab letter designations in the RFP, and should appear in the order given in the RFP.

Cover Letter with the following tabbed exhibits:

- Tab A. Proposal Form (Form 1)
- Tab B. Price Proposal Form (Form 2)
- Tab C. Comparable Experience Form (Form 3)
- Tab D. Proposer's Qualifications Statement: A summary of the Developer's organization and experience; resumes of principals; a list of references for at least three recently completed projects in Massachusetts; a financial statement; and a disclosure of any liens, foreclosures, bankruptcies, or other actions that would interfere with construction financing or delay the timely progress of the project. Developers with prior experience acquiring and redeveloping municipally owned property must identify the project(s) and provide one or more references from the city or town from which the property was purchased. A written narrative should be provided to demonstrate the ability to perform as proposed along with prior experience relevant to the proposal. The resumes and relevant experience of the development team members for similar projects should also be included.
- Tab E. Technical Proposal: A conceptual site plan and building elevations of the Project proposed by the Developer, including preliminary specifications, unit (residential and/or commercial) amenities and finishes, landscaping plans, and parking plans, project amenities, EnergyStar qualifications, and other planned improvements to the Property, sufficient to clearly communicate the development proposal. The proposal should be sufficiently detailed to enable the City to understand the Proposer's plan for the Property, including, but not limited to, conceptual floor plans, number of units and uses, architectural renderings and proposed renovations, anticipated sale prices or rents and supporting rationale, narrative and data that demonstrate the Proposer's understanding of Amesbury's real estate market. A narrative should be included describing any proposed improvements that are not easily depicted on drawings. The written narrative should also provide sufficient information on any existing environmental assessment and potential remediation to determine impacts on redevelopment proposal. Sufficient information should be presented on the volume and type of traffic generated and any off-site improvements needed within public streets. The

technical proposal shall account for the Proposal's Evaluation Criteria and all applicable provisions of this RFP that apply to the Development Team and the responsibilities of the Developer of Record.

- Tab F. Proposed Project Schedule (see Section 4.2 below)
- Tab G. Financial Qualifications Form (Form 4)
- Tab H. Certificate of Non-Collusion (Form 5)
- Tab I. Disclosure Statement for Transaction with a Public Agency Concerning Real Property, as required by M.G.L. c. 7C, Section 38 (Form 6)
- Tab J. Certification as to Payment of Taxes (Form 7)
- Tab K. Corporate Resolution, if a Corporation (Form 8)

Updated originals of the forms in Tabs J and K shall be executed and delivered by the Proposer at closing as a pre-condition thereto.

4.2 Project Documentation

The Proposer shall submit a Project Schedule that accounts for all major milestones for the Project, e.g., execution of Disposition Agreement, financing, permitting, design, closing, construction, marketing and sales, so that the Project shall be commenced and completed, and the residential/commercial units marketed, sold or rented and occupied as soon as possible.

A. Disposition Agreement

Not later than thirty (30) days from the date that the selected Proposer receives notice from the City that the proposal has been accepted, the Proposer must execute a Disposition Agreement with the City. At the time the Disposition Agreement is executed, an additional deposit of ten percent (10%) of the purchase price, in the form of a certified check or money order, shall be payable to the City. The Disposition Agreement shall incorporate, at minimum, the terms and conditions listed below and any items negotiated by the successful Proposer and the City's designated representative, provided such negotiated items are not inconsistent with this RFP. If the parties fail to execute a Disposition Agreement within thirty (30) days of notice of award, the City may select the next most beneficial offer. However, for good cause and when it is in the City's best interests to do so, the 30-day period for executing the Disposition Agreement may be extended subject to written approval by the City. Closing shall occur within thirty (30) days of receipt of all permits, including the expiration of any associated appeal periods. However, the closing shall not occur unless and until the Proposer has obtained a commitment from a lender for a construction loan in an amount adequate, in the City's judgment, to complete the Project. The closing on the disposition of the Property shall occur contemporaneously with the closing on the construction loan financing.

The following minimum terms and conditions shall be incorporated into the Disposition Agreement:

1. The Developer shall accept the Property on a strictly “as is” basis without any warranty or obligation whatsoever on the part of the Mayor, City Council or the City of Amesbury.
2. The Developer shall be solely responsible for all costs and expenses of the Project, including without limitation, any interior demolition, the design and construction of the improvements, the installation of all utilities and property work required for the proposed use, and any other measures necessary to construct and occupy the Property in compliance with all applicable federal, state and local laws, ordinances, rules, regulations and codes for the proposed use. Except to the extent provided herein, the Developer shall, at its sole cost and expense, obtain all necessary permits, approvals and licenses from governmental authorities, including the City, required for the Project.
3. The Developer shall undertake its own review and analyses concerning physical condition, environmental condition, applicable zoning laws, required permits and approvals, and other development, ownership and legal considerations pertaining to the Property, the Project, and the proposed use(s).
4. The Developer shall release, defend, indemnify and hold the City harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the physical or environmental condition of the Property and the performance of the Project.
5. Closing shall occur within thirty (30) days following receipt of all development permits and approvals required in order to construct the Project, and all applicable appeal periods have expired, provided, however, not later than six (6) months from execution of the Disposition Agreement. The purchase price shall be paid in full at the time of closing.
6. No member, officer, employee or other principal, agent or representative of the Mayor’s Office, the City Council or any other City agency, board or commission shall ever be personally liable to the Developer, nor shall the City ever be liable to the Developer for indirect, incidental or consequential damages.
7. The Developer shall not assign, transfer, convey or otherwise dispose of any agreement which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without written consent of the City, which may be withheld in its sole discretion.
8. All amendments to the Disposition Agreement must be in writing and approved and signed by the City.

B. Land Development Agreement

The City and the selected Proposer shall, in connection with the Disposition Agreement, agree on the terms of a Land Development Agreement (LDA) to govern the construction and use of the Property. The LDA shall be recorded with the deed from the City to the successful Proposer, prior to any mortgages or other liens.

The LDA shall incorporate the Developer's plan for the Property submitted with its RFP, and shall otherwise include, but not necessarily be limited to, the following:

1. Identification of the parties, description of the Property and an affirmation of the award to the successful Proposer of the right to develop the Property;
2. A statement of the Developer's obligation to develop, construct and otherwise use the Property in accordance with the RFP, the proposal and the terms and conditions of any and all permits and approvals granted with respect to the Project;
3. A Project Schedule, addressing commencement of construction, completion of the Project, and appropriate and realistic milestones that must be adhered to;
4. If the Project includes affordable housing units, Developer shall be solely responsible for obtaining all necessary approvals from the Department of Housing and Community Development so that the affordable units will be counted on the Subsidized Housing Inventory for the City, such approvals to be in place prior to the City issuing a certification of "substantial completion" for the Project.
5. A definition of what constitutes "substantial completion" of the Project, such that the City will issue a certification that Developer has complied with the Project Schedule;
6. Financial obligations of the Developer, including, but not limited to, evidence that the Developer has obtained sufficient funds to purchase the Property and to construct and complete the Project, as defined herein, including, but not limited to, a performance bond with a surety in an amount reasonably determined to be sufficient to complete the Project, and those circumstances in which the City is entitled to recourse to the performance bond to ensure completion of the Project;
7. Any restrictions governing the Property after completion of the Project, e.g., a restriction prohibiting modification, demolition, reconstruction and addition to the building or a change in the use of the Property for a term of years;
8. Developer's acknowledgement that it will be solely responsible for securing all necessary approvals, permits and licenses required by government authorities, with the City's reasonable cooperation, all at the Developer's sole cost and expense, complying with all applicable local, state and federal statutes, laws, rule and regulations, ordinances, providing quality workmanship and using new materials of high quality.
9. A statement that the Developer will not permit any mechanic's liens or similar liens

to be imposed or remain on the Property;

10. A statement of the Developer's rights relative to the sale, assignment or refinancing of the Property;
11. A statement of the Developer's obligations to insure the Property;
12. General provisions that address the City's right of access to the Property for the purpose of inspection;
13. A statement acknowledging Developer's responsibility for all Predevelopment and construction costs;
14. A statement of the rights and remedies of the City in the event of Developer default, including, but not limited to, a right of reverter in the event of a breach and/or default under the Land Development Agreement;
15. A statement of the Developer's financial obligations in the event that the City finds it necessary to enforce the LDA through legal proceedings, including an award to the City of attorneys' fees;
16. A statement of those circumstances under which the Developer must indemnify the City; and
16. Provisions that address notices, waivers, term of the LDA, binding of parties, exclusivity of the written agreement and governing law.

5.0 PROPOSAL EVALUATION PROCESS AND REVIEW CRITERIA

All proposals received by the deadline will be considered in accordance with M.G.L. c.30B, Section 16 by the City. Only those proposals which satisfy the "Minimum Criteria for Responsible and Responsive Proposals" will be reviewed and ranked under the "Competitive Evaluation Criteria" below. Final designation of the Developer of Record will be made by the City, considering the criteria set forth below. Interviews with Proposers meeting the minimum evaluation criteria (or some subset of such Proposers selected by the Mayor and/or the Disposition Committee) may be conducted at the discretion of the City, and the City reserves the right to retain any consultants to assist with reviewing the proposals. Following the proposal review process, interviews and reference checks and receipt of any additional information requested of the Proposers, the City will identify the most beneficial proposal from a responsible and responsive Proposer. The City will notify all Proposers in writing of the decision.

5.1 Minimum Criteria for Responsible and Responsive Proposals

Proposals must meet the following minimum criteria to be considered responsible and responsive to this RFP:

- a) The Proposal must be complete and conform to all submission requirements set forth in this RFP and any Addendum to this RFP issued before the submission deadline. Failure to provide the requested information in the proposal outlined in Section 4 will result in the determination that the proposal does not meet the minimum criteria.

5.2 Competitive Evaluation Criteria

Proposals meeting the minimum criteria for responsibility and responsiveness will be judged on the following competitive evaluation criteria:

- a) ***Building Reuse and Site Design***
 - i) **Best Rating:** A proposal that consists of preserving the building and rehabilitating its various architectural and character defining elements consistent with historic standards and practices, re-use of the unique architectural features inside the building and incorporating them into the unit design and floor plan layout, use of traditional building materials and universally accessible architectural design for the various uses. A detailed set of plans is included showing all unit types drawn to scale along with all elevations, architectural renderings, building and site amenities in sufficient detail that clearly explains the building design proposal. The landscaping plan should enhance the open areas on the site and provide sufficient privacy to abutting properties. The parking layout scheme will be sufficiently detailed with more parking along the side yards and with easy pedestrian access to the building from Congress Street. The streetscape shall be compatible with the residential character of the neighborhood.
 - ii) **Acceptable Rating:** A proposal that preserves the existing building and its character defining features to the greatest extent possible and proposes minimal additions that are compatible with the architectural character of the building and are not visible from any public way. The site plan should include sufficient information on entrances and egresses, common areas, floor plans and typical unit plans, and elevations that clearly illustrate the development proposal. A narrative on the interior design objectives, building program by floor, typical finishes and any proposed improvements that are not easily depicted on drawings. The site plan should be fairly detailed to show open space, landscaping, screening and other site amenities.
 - iii) **Unacceptable Rating:** A proposal will be considered unacceptable if it consists of demolishing all or a portion of the original building other than any incidental and incompatible additions that were made in recent years, alterations to the existing location and size of window and door openings, removal of character defining

architectural features, use of building materials that are incompatible with the historical and architectural character of the building, changes to the existing roof profile. A proposal that does not include preliminary plans showing the interior floor plan layouts, typical unit layout, preliminary building elevations, landscaping plan, parking areas or if the Proposer does not include enough information to make a decision.

b) *Proposer's Experience and Competency*

- i) **Best Rating:** A proposal that identifies a Project Team with five (5) years or more experience in development consistent with the nature of the proposed Project and capable of completing the Project successfully and expeditiously, as demonstrated by the Proposer's track record in developing several high-quality developments, including but not limited to, rehabilitation of historic properties of similar scope and size, of two-family or condominium homes, or mixed residential uses, in the Greater Boston market; possess the necessary licenses and qualifications to perform the work; highly favorable references for the Proposer and all members of the Project Team; and established working relationships between the Proposer and other members of the Project Team.
- ii) **Acceptable Rating:** A proposal that identifies a Project Team capable of completing the Project successfully and in a timely manner, as evidenced by the Proposer's previous experience and strength of the Proposer's references; demonstrates successful experience in rehabilitation and/or new construction for projects of a similar scope and size; and evidence of working relationships between the Proposer and other members of the Project Team.
- iii) **Unacceptable Rating:** A proposal with insufficient evidence of a Project Team with capacity to complete the Project successfully and in a timely manner, in the opinion of the evaluators; no experience with similar rehabilitation projects; or a proposal that does not include enough information for the evaluators to make a rating decision.

c) *Financial Capacity*

- i) **Best Rating:** A proposal that in the judgment of the evaluators identifies a Project Team with exceptional financial capacity to undertake the Project, proven by prior experience financing real estate development, including securing any necessary interim financing, ability to provide equity contribution, and ability to secure financing as evidenced by letter(s) from prospective lender(s) and other supporting material and provides a financial Pro forma outlining the total development costs, cash flow, sources of financing in sufficient detail to demonstrate the feasibility of the Proposal.
- ii) **Acceptable Rating:** A proposal that in the judgment of the evaluators identifies a Project Team with reasonable financial capacity to undertake the Project.

- iii) Unacceptable Rating: A proposal that in the judgment of the evaluators fails to identify a Project Team with reasonable financial capacity to undertake the Project; or a proposal that does not include enough information for the evaluators to make a rating decision.

d) ***Proposed Development Schedule***

- i) Best Rating: A proposal that in the judgment of the evaluators identifies a Project Team with very detailed, short and achievable development schedule identifying all milestones, including but not limited to, pre-development assessment, permitting, construction phase, and final completion of the Project in 2 years or less from the date of award.
- ii) Acceptable Rating: A proposal that in the judgment of the evaluators identifies a Project Team with reasonably achievable development schedule and includes all of the major milestones such that the Project is completed within 3 years from the date of award.
- iii) Unacceptable Rating: A proposal that in the judgment of the evaluators fails to identify a Project Team with a reasonable understanding of the various key milestones from start to finish; a Project Schedule that is in excess of 3 years from date of award or an impractical development schedule.

e) ***Proposed Price/Tax Revenue Generation***

- i) Best Rating: A proposal that in the judgment of the evaluators identifies a Project with the most beneficial technical proposal and the highest price proposal and which generates the maximum tax revenue for the City.
- ii) Acceptable Rating: A proposal that includes the minimum bid price and in the judgment of the evaluators will generate tax revenue for the City.
- iii) Unacceptable Rating: A proposal that in the judgment of the evaluators fails to generate any tax revenue for the City

5.3 Overall Rating

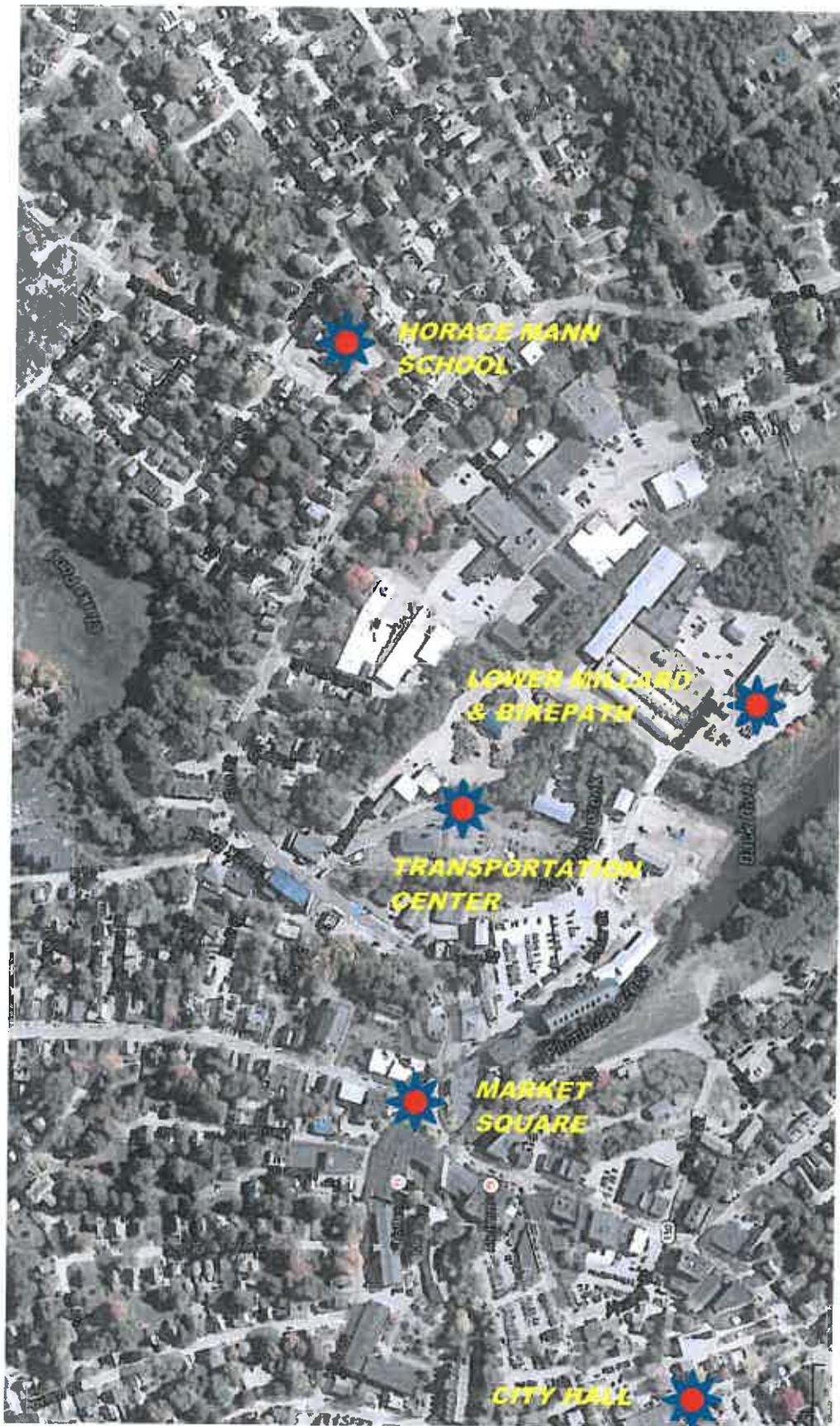
After evaluating a proposal on the above criteria, the evaluators will provide an overall ranking for the proposal as compared to other proposals. The evaluators will consider the Price Proposal in determining the reasonableness and advantageousness of the Proposer's offer. However, it is possible that a Proposer with a highly beneficial technical proposal will be designated the Developer of Record even if the Proposer's price proposal/tax revenue is not the highest bid received. A proposal that achieves "Best" and/or "Acceptable" ratings in most categories will not necessarily be disqualified simply because it received an "Unacceptable" rating in one category if, in the judgment of the evaluators, the proposal on

the whole warrants a “Best” or “Acceptable” rating. However, any notice of award will be contingent upon the project proponent curing any “Unacceptable” rating prior to execution of the Disposition Agreement.

6.0 LIST OF EXHIBITS

- A. Locus Map
- B. Assessor’s Card
- C. Neighborhood Context and Building Photographs
- D. Massachusetts Cultural Resource Information System (MACRIS) Database

Exhibit A: Locus Map



Horace Mann School – Neighborhood Context

Exhibit B: Assessor's Card

CURRENT OWNER AMESBURY CITY OF HORACE MANN SCHOOL SCHOOL DEPT.		UTILITIES 1 All Public		STRT/ROAD 1 Paved		LOCATION 1 Urban		CURRENT ASSESSMENT	
Other ID: Sub-Div Spec.Comd. OWNER OCCU ABC		00019 00000 00009		Use Change Original Lot NOTES STYLE CHAPTER L		ASSOC PID#		Description EXEMPT EXM LAND EXEMPT	
Additional Owners: AMESBURY, MA 01913								Assessed Value 678,300 137,900 31,100	
NUMBER GIS ID: 1742								Appraised Value 678,300 137,900 31,100	

RECORD OF OWNERSHIP AMESBURY CITY OF		BK-VOL/PAGE		SALE DATE		SALE PRICE		V.C.	
								0	

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Type	Description	Code
2015	9340		9340
2015	9340		9340
2015	9340		9340
Total:		Total:	
847,300		847,300	

ASSESSING NEIGHBORHOOD
 STREET INDEX NAME: TRACING BATCH
 NBRD/ SUB: 0001/A
 FIELDSTONE/GRANITE FND
 TQS=2ND FLR ADJ
 SUPERINTENDENT OF SCHOOLS
 OFFICE
 INTERIOR RENOVATION 2002

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Type	Description	Code
2015	9340		9340
2015	9340		9340
2015	9340		9340
Total:		Total:	
847,300		847,300	

ASSESSING NEIGHBORHOOD		APPROXIMATED VALUE SUMMARY	
Year	Type	Description	Code
2015	9340		9340
2015	9340		9340
2015	9340		9340
Total:		Total:	
847,300		847,300	

RECORD OF OWNERSHIP		APPROXIMATED VALUE SUMMARY	
Year	Type	Description	Code
2015	9340		9340
2015	9340		9340
2015	9340		9340
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
667,300	11,000	31,100	137,900
Total:		Total:	
847,300		847,300	

NET TOTAL APPRAISED PARCEL VALUE		NET TOTAL APPRAISED PARCEL VALUE	
---	--	---	--

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)	
Element	Cd.	Ch.	Description
Style	18		Office
Model	94		Commercial
Grade	05		Average +20
Stories	1.75		
Occupancy	1		
Exterior Wall 1	20		Brick/Masonry
Exterior Wall 2	03		Gable/Hip
Roof Structure	11		Slate
Roof Cover	03		Plastered
Interior Wall 1	05		Drywall/Sheet
Interior Wall 2	12		Hardwood
Interior Floor 1	14		Carpet
Interior Floor 2	02		Oil
Heating Fuel	04		Forced Air-Duc
Heating Type	01		None
AC Type	9340		Education C
Bldg Use	00		NONE
Total Rooms	03		MASONRY
Total Bedrms	02		AVERAGE
Total Baths	06		CEIL & WALLS
Heat/AC	02		AVERAGE
Frame Type	02		
Baths/Plumbing	02		
Ceiling/Wall	02		
Rooms/Prtns	02		
Wall Height	00		
% Conn Wall	0		

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)											
Code	Description	L/B	Units	Unit Price	Yr	Grd	Dp	Rt	Chd	%Cnd	Apr Value
PAV1	PAV ASPH	L	12,000	70	1985	0	0	0	0	60	26,600
FN1	FENCE CHN 4	L	150	14.00	Null	0	0	0	0	100	2,100
FN2	FENCE CHN 5	L	150	16.00	Null	0	0	0	0	100	2,400
SPR1	SPRINKLERS	B	26,000	0.80	1966	1	0	0	0	100	21,000

BUILDING SUB-AREA SUMMARY SECTION					
Code	Description	Living Area	Gross Area	Unit Cost	Undeprac. Value
BAS	First Floor	5,584	5,584	89.77	501,275
FEP	Porch, Enclosed, Finished	0	245	159	14,273
FOP	Porch, Open, Finished	0	96	24	2,156
FUS	Upper Story, Finished	3,792	3,792	89.77	340,407
SFB	Base, Semi-Finished	4,467	5,584	71.81	401,002
Ttl. Gross Liv/Lease Area:				15,301	1,259,113



Exhibit C: Neighborhood Context and Building Photographs

Horace Mann School

Neighborhood



The School is located at 10 Congress Street in Amesbury. It is in the dense residential neighborhood off of Congress Street and Elm Street. The neighborhood comprises of several multi-family residential structures as well as single family homes.

This neighborhood is within walking distance of the Heritage Park and the bikepath along the Powow River. The Merrimack Valley Regional Transportation Center and the Amesbury Senior Center are also within walking distance from this neighborhood.

There are some commercial properties along Elm Street including, offices, convenience stores, restaurants and light manufacturing facilities. These add vitality to the residential neighborhood besides providing job opportunities.

The traditional neighborhood and the surrounding properties are in stable condition with very few, if any, vacant properties. The neighborhood also appears to have a fair share of rental units, thus providing a variety of housing opportunities.

Left: Photographs of neighborhood character along streets in the immediate vicinity of the Property

Unique Characteristics



The Horace Mann School is a distinctive property for several reasons. It is a remarkable historic property and a great example of crafts style of architecture in Amesbury. Built in 1908, it is also listed on the Massachusetts – State Register of Historic Places.

The character defining architectural features – slate hip roofs, solid wood frame construction, brick facades and bold window and door layout – make this property very attractive for historic redevelopment opportunities.

Some of the keys interior elements are still intact, including staircases and fireplaces. The modifications to the interior walls is minimal as the building has been continually been used for educational needs.



Its close proximity to the Lower Millyard and the Downtown are positive attributes for potential redevelopment as any future use can capitalize upon the successful revitalization of the Downtown and emerging revitalization of the Lower Millyard.

*Above and Right:
Photographs of character defining architectural features of the building*





Exhibit D: Massachusetts Cultural Resource Information System (MACRIS) Database

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No: AME.312
Historic Name: Mann, Horace Primary School
Common Name:
Address: Congress St
City/Town: Amesbury
Village/Neighborhood:
Local No: 19-9
Year Constructed:
Architect(s): Bailey, Elmer Smith; Cooper and Bailey
Architectural Style(s): Craftsman
Use(s): Public School
Significance: Architecture; Community Planning; Education
Area(s):
Designation(s):
Building Materials(s): Roof: Slate
Wall: Brick; Stucco; Wood
Foundation: Granite; Stone, Cut



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on:

Friday, January 15, 2016 at 2:29: PM

AREA

FORM NO.

312



Amesbury

Address Congress Street

Historic Name Horace Mann Primary School

Present School

Original School

DESCRIPTION

1908

Source Visual analysis and 1908 Amesbury Town Report

Style Craftsman, Cooper & Bailey Architects

Architect Cooper & Bailey

Exterior Wall Fabric Brick with stucco

Outbuildings none

Major Alterations (with dates) _____

none noted

Condition excellent

Moved no Date _____

Acres More than one

Setting Surrounded by black top on Congress Street (the southeast corner of Trues Court on the Mills Village fringe, a moderately

dense residential area.

Recorded by Kay Flynn/William Young

Organization Preservation Plus

Date May 1989

Sketch Map: Draw map showing property's location in relation to nearest cross streets and/or geographical features. Indicate all buildings between inventoried property and nearest intersection(s). Indicate north

A.M. 19-9



UTM REFERENCE _____

USGS QUADRANGLE _____

SCALE _____

NATIONAL REGISTER CRITERIA STATEMENT (if applicable)**ARCHITECTURAL SIGNIFICANCE** Describe important architectural features and evaluate in terms of other buildings within the community.

This large and elaborate building is the sole surviving public school of the early 20th century still in use in Amesbury. It is further significant for its high style, Craftsman^{style} character. Square in footprint, it is cross gabled above its 2½ stories; there were originally four large classrooms on every floor, although some of these have been subdivided into office space. Notable are such Craftsman details as the heavy eave brackets with deep coursing and cornice, the deeply overhanging gabled eaves enframe half timbered stucco work. The rear entrance is identical with front (corresponding with the central corridor) but that it lacks only the dentilated verge-boards on the principal gable. Both front and rear entrance employ the same eave bracing as the larger gables only in enlarged rather than diminished scale, with finial above and pendant below. Also of note are the window surrounds, whose pilasters extend through the principal entablature.

HISTORICAL SIGNIFICANCE Explain the role owners played in local or state history and how the building relates to the development of the community.

With the growth of Amesbury of the late 19th early 20th century, grew the demand for new schools. In the Amesbury Town Reports of 1908 the Report of the School Committee begins. "The new and commodious Mann school building on Congress Street has been erected and dedicated, where in six grades of children are gathered, surrounded by such conveniences as tend to make life pleasant." The school building was by Elmer Smith Bailey of Cooper and Bailey Architects. This architectural firm was not noted in the Directories so it can be assumed that it was not an Amesbury/Newburyport firm. Possibly the Town of Amesbury was given this land by the previous owner, as it is in a very central residential area. As a final note, the dedication ceremony was held on 3 September 1908—just in time, presumably, for the start of the school year. In the eighty more that have passed since, the Horace Mann School's exterior has remained intact. Thus the civic pride of the past has been perpetuated unto the present.

BIBLIOGRAPHY and/or REFERENCES

- 1884 - Essex Atlas - structure noted of Mrs. William Drew
- 1890 - Birds Eye View - a structure noted
- 1908 - Amesbury Town Projects, pgs. 127-130 "Dedication of the Horace Mann Primary School Building.

REQUIRED PROPOSAL FORMS

<u>Form</u>	<u>Description</u>
1	Proposal Form
2	Price Proposal
3	Comparable Experience
4	Financial Qualifications
5	Certificate of Non-Collusion
6	Disclosure of Beneficial Interest Form
7	Certification as to Payment of Taxes
8	Corporate Resolution

Form 1: Proposal Submission Form
Horace Mann School Disposition

Proposer: _____

Development Team: Proposer must list and provide complete information about all members of the development team.

Proposer/Developer/Sponsor
Developer/Sponsor (Legal Name): _____
Form of Legal Entity: _____
Address: _____

Contact Person (Name): _____
Telephone: _____
Email: _____

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

General Partnership

Legal Name: _____
Address: _____

Partners: _____
Contact Person (Name): _____
:
Telephone Number: _____
Email: _____

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

Limited Partnership

Legal Name: _____

Address: _____

General Partner: _____

Contact Person (Name): _____

Telephone Number: _____

Email: _____

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

Development Consultant

Legal Name: _____

Address: _____

Contact Person (Name): _____

Telephone Number: _____

Email: _____

Attorney

Legal Name: _____

Address: _____

Contact Person (Name): _____

Telephone Number: _____

Email: _____

Architect

Legal Name: _____

Address: _____

MA Registration: _____

Contact Person (Name): _____

Telephone Number: _____

Email: _____

Landscape Architect

Legal Name:

Address:

MA Registration:

Contact Person (Name):

Telephone Number:

Email:

Engineer

Legal Name:

Address:

MA Registration:

Contact Person (Name):

Telephone Number:

Email:

Other Role (Identify):

Legal Name:

Address:

Contact Person (Name):

Telephone Number:

Email:

Does any member of the development team have more than one role or function in the project? If yes, please explain.

Yes No

Form 2: Price Proposal
Horace Mann School Disposition

Mr. Nipun Jain, City Planner
Office of Community and Economic Development
Amesbury City Hall
62 Friend Street
Amesbury, Massachusetts 01913

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

Name of Proposer: _____

Consideration Offered to City of Amesbury by the Proposer for Acquisition of the Property:

\$ _____
In Numbers

In Words

Signature

Name of Person Signing

Title

Form 3: Comparable Experience
Horace Mann School Disposition

Proposer: _____

Experience & References. Proposer must list and provide complete information about projects of comparable type and scale, developed by the Proposer in the Commonwealth of Massachusetts from 2009-present. Attach additional sheets if necessary.

Project Name: _____

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

Type : Single-Family

Two-Family/Multi-family

Commercial or Mixed-Use

Total Development Costs: (\$) _____

City/Town: _____

Address: _____

Contact Person (Name): _____

Telephone: _____

Email: _____

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

Identify members of the Proposer's development team who participated in the project, by name and role/responsibility.

<u>Development Team Member</u>	<u>Role/Responsibility</u>
_____	_____
_____	_____
_____	_____

Proposer: _____

Project Name: _____

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

Type : Single-Family
 Two-Family/Multi-family
 Commercial or Mixed-Use

Total Development Costs: (\$) _____

City/Town: _____

Address: _____

Contact Person (Name): _____

Telephone: _____

Email: _____

Was this project carried out on property owned or controlled by the municipality?

() Yes () No

Identify members of the Proposer's development team who participated in the project, by name and role/responsibility.

<u>Development Team Member</u>	<u>Role/Responsibility</u>
_____	_____
_____	_____
_____	_____

Proposer: _____

Project Name: _____

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

Type :
 Single-Family
 Two-Family/Multi-family
 Commercial or Mixed-Use

Total Development Costs: (\$) _____

City/Town: _____

Address: _____

Contact Person (Name): _____

Telephone: _____

Email: _____

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

Identify members of the Proposer's development team who participated in the project, by name and role/responsibility.

<u>Development Team Member</u>	<u>Role/Responsibility</u>
_____	_____
_____	_____
_____	_____

Form 4: Financial Qualifications
Horace Mann School Disposition

Proposer: _____

Financial Information & Qualifications. Proposer must respond to all questions in this form.

1. Legal Status of Proposer (check one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Nonprofit | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |

Joint Venture (explain): _____

2. Has the Proposer, or any director, general partner, voting member, joint venturer or 10% or greater stockholder of the Proposer, ever been declared ineligible to participate in any governmentally sponsored development or construction program?

() Yes () No

If "Yes", please explain in depth.

3. Has the Proposer, or any director, officer, general partner, voting member, developer or affiliated entity, joint venturer, or 10% or greater stockholder of the Proposer, ever filed a petition of voluntary bankruptcy?

() Yes () No

4. Has there ever been filed a petition or involuntary bankruptcy against the Proposer, or any director, officer, general partner, voting member, developer or affiliated entity, joint venturer, or 10% or greater stockholder of the Proposer?

Yes No

5. Has the Proposer, or any director, officer, general partner, voting member, developer or affiliated entity, joint venturer, or 10% or greater stockholder of the Proposer, ever made an assignment of assets for the benefit of creditors?

Yes No

6. Are there any unsatisfied judgments outstanding against the Proposer, or any director, officer, general partner, voting member, developer or affiliated entity, joint venturer, or 10% or greater stockholder of the Proposer?

Yes No

7. Has the Proposer been a party to any litigation within the last 5 years?

Yes No

If "Yes" was answered to any of questions 3 through 7, please explain in depth.

Form 5: Certificate of Non-Collusion
Horace Mann School Disposition

The undersigned certifies under penalties of perjury that the bid or proposal submitted relative to this project is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity.

(Name of person signing bid)

(Company)

(Date)

Form 6: Disclosure Statement for Transaction with a Public Agency Concerning Real Property

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL
PROPERTY**

M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

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:

(2) Type of Transaction, Agreement, or Document:

Sale 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, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(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, lessee, 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 lessee'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 (mm / dd / yyyy)

Print Name & Title of Authorized Signer

Form 7: Certification as to Payment of Taxes
Horace Mann School Disposition

Pursuant to G.L. c.62C, Section 49A, I, _____, hereby certify under the pains and penalties of perjury that _____ (Proposer) has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes and has filed all state tax returns and paid all state taxes required under law.

Date

Signature of Authorized
Representative of Proposer

Social Security Number or
Federal ID Number of Proposer

Title

Form 8: Corporate Resolution
Horace Mann School Disposition
(to be filed if Proposer is a 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 proposals in response to a Request for Proposals from the City of Amesbury 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)

