

City of Salem



## Invitation for Bids

R-22

# Fresh Fruit and Vegetables for Salem Public Schools

August 24, 2015

**BIDS DUE:**

**September 8, 2015, 11:00 AM**

\*Late bids will be rejected

Whitney C. Haskell  
Purchasing Agent  
93 Washington Street, 2<sup>nd</sup> Floor  
Salem, MA 01970  
[whaskell@salem.com](mailto:whaskell@salem.com)  
(978) 619-5695

**FRUIT AND VEGETABLES  
R-22  
COVER SHEET**

Proposer: \_\_\_\_\_

Street Address: \_\_\_\_\_  
(Number and Street) (City) (State) (Zip)

Taxpayer  
Identification No: \_\_\_\_\_  
(Social Security Number) (Federal Identification Number)

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FRUIT AND VEGETABLES  
R-22  
CHECKLIST**

**Submission Requirements:**

- Please Check:**
- Completed Cover Sheet
- Bid Form
- Electronic version of Bid Form
- Signed Certificate of Non-Collusion
- Signed Tax Compliance Certification
- Certificate as to Corporate Bidder
- Acknowledgement of Addenda: \_\_\_\_\_ (*if applicable*)  
(#s)

**FRUIT AND VEGETABLES  
R-22  
BID FORM**

See 'Bid Sheet' attached.

This form is available in Microsoft Excel format at:  
[http://www.salem.com/Pages/SalemMA\\_Procurement/fruit/](http://www.salem.com/Pages/SalemMA_Procurement/fruit/)

Please submit a hard copy with the bid and an electronic copy on a compact disc, or other type of storage device that can be sealed in the bid envelope.

---

SIGNATURE OF AUTHORIZED REPRESENTATIVE

---

NAME (PRINTED)

---

DATE

**FRUIT AND VEGETABLES  
R-22  
CERTIFICATIONS**

**FORM A  
NON-COLLUSION**

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

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Federal Tax Identification or Social Security Number)

\_\_\_\_\_  
(Date)

**FORM B**  
**TAX COMPLIANCE**

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

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Federal Tax Identification or Social Security Number)

\_\_\_\_\_  
(Date)

**FORM C**  
**CERTIFICATE OF CORPORATE AUTHORITY *(if applicable)*:**

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Bidder in the Bid included herein, that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
(Secretary-Clerk)

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Federal Tax Identification or Social Security Number)

\_\_\_\_\_  
(Date)

## **PART 1. GENERAL INFORMATION**

### **1.1 PROCUREMENT DESCRIPTION**

The City of Salem, on behalf of the Salem Public School District “District”, is seeking bids for fresh fruits and vegetables as specified herein.

Due to the variable nature of fruit and vegetable pricing, the contract award will be based on the amounts listed on the Bid Form, as of the date of **August 25, 2015**. On the last day of each month, beginning on September 30, 2015, the vendor shall submit an updated pricing list for each item specified herein, that shall be effective for that month.

The District reserves the right to award multiple contracts.

Any contract(s) that result from this procurement shall be for a term of one year commencing on or around September 10, 2015 and terminating June 30, 2016, with the option to renew for up to two additional years in one-year increments.

### **1.2 APPLICABLE LAW**

This procurement will be conducted pursuant to Massachusetts General Laws Chapter 30B, Section 5.

### **1.3 APPROVAL**

Any contract that may result from the procurement shall be subject to the approval of the Mayor of the City of Salem.

### **1.4 INCORPORATION BY REFERENCE**

All requirements, specifications, terms and conditions described in this Invitation for Bids shall be incorporated by reference into any contract that may result.

### **1.5 TIME FOR AWARD**

Any contract that may result from the procurement shall be awarded within thirty (30) days after the bid opening. The time for award may be extended for up to 45 days by agreement between the City and apparent low bidder.

### **1.6 RIGHT TO CANCEL/REJECT**

The City reserves the right to cancel this Invitation for Bids or reject in whole or in part any and all bids if the City determines that cancellation or rejection serves the best interests of the City.

### **1.7 TAXATION**

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid pricing.

Copies of the City’s tax exempt paperwork shall be available upon request of the selected contractor.



## **1.8 OBTAINING THE INVITATION FOR BIDS**

The Invitation for Bids shall be available beginning, Monday, August 24, 2015.

The Invitation for Bids and related documents shall be available for free download from the City's Purchasing Department website at [http://saalem.com/Pages/SalemMA\\_Purchasing/index](http://saalem.com/Pages/SalemMA_Purchasing/index) under the link titled "IFBs, RFPs, RFQs."

Hardcopies of the Invitation for Bids and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970, between the hours of 8:00 AM-4:00 PM on Monday-Wednesday, 8:00-7:00 PM on Thursday, and 8:00 AM-12:00 PM on Friday.

## PART 2. INSTRUCTIONS TO BIDDERS

### 2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a bid. Bids must be sealed and marked as noted.

#### 2.1.1 BID PRICING FORM

Every bid must include a completed 'Bid Form'. See attached. All material, equipment and labor is F.O.B. City of Salem.

#### 2.1.2 NON-COLLUSION

Every bid must include a certification of good faith, certifying that the bid was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

#### 2.1.3 TAX COMPLIANCE

Every bid must include a written certification that the bidder has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

#### 2.1.4 CORPORATE AUTHORITY

If the bid is being submitted by a corporation, the bid must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

### 2.2 BID DELIVERY

Below please find a description of the manner in which sealed bids must be submitted.

#### 2.2.1 DUE DATE AND TIME

Bids shall be received by the Office of the Purchasing Agent on or before **11:00 AM, Tuesday, September 8, 2015.**

Any bid received after that time shall be rejected as non-responsive.

#### 2.2.2 ADDRESS

Sealed bids shall be delivered to the Office of the Purchasing Agent, 93 Washington Street, 2<sup>nd</sup> Floor, Salem, MA 01970.

#### 2.2.3 HOURS OF OPERATION

Bids must be delivered during the normal hours of operation of the City of Salem:

Monday-Wednesday:	8:00 AM-4:00 PM
Thursday:	8:00 AM-7:00 PM

Friday: 8:00 AM-12:00 PM

#### 2.2.4 COPIES

Bidders must submit one (1) original and one (1) copy of the bid. Bidders must also submit an electronic copy of the Bid Form (on a USB Drive or Compact Disc), which shall be sealed in the envelope with the bid.

#### 2.2.5 LABELING

The outside of the envelope containing the sealed bid must be labeled with 1) the bid number 2) the bid opening date and time and 3) the name of the bidder.

### 2.3 SIGNATURES

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder 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.

### 2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

#### 2.4.1 QUESTIONS/REQUESTS FOR CLARIFICATION

Questions concerning this Invitation for Bids must be submitted in writing to: Whitney Haskell at [whaskell@salem.com](mailto:whaskell@salem.com) at least five (5) days prior to the bid opening date. Written responses will be mailed to all bidders on record as having picked up the Invitation for Bids.

#### 2.4.2 CHANGES

If any changes are made to this Invitation for Bids, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all bidders on record as having picked up the Invitation for Bids.

#### 2.4.3 MODIFICATIONS AND WITHDRAWALS

A bidder may correct, modify, or withdraw a bid by written notice received by the City of Salem prior to the time and date set for bid opening.

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 Invitation for Bids.

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

### 2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled bid opening, 93 Washington Street, 2<sup>nd</sup> Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

## **2.6 BID OPENING PROCEDURE**

At the time and place fixed for opening of bids, the City will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

## **PART 3. SPECIFICATIONS**

### **3.1 SPECIFICATIONS**

See "Exhibit A" Product Description/Bid Form

#### **Orders**

1. Order shall be placed on a weekly basis (by phone, fax or internet if possible).

#### **Deliveries**

1. Fruit and vegetable products shall be delivered in the quantity and on the date ordered.
2. Deliveries will be made to the addresses and within the delivery times as specified in "Exhibit B."
3. All deliveries shall be made inside the kitchen of each school.
4. All deliveries shall be made at designated entrances,
5. On days, when school is cancelled due to inclement weather, no deliveries shall be made.
6. Summer deliveries must be provided as needed to locations that operate summer meal programs.

#### **Performance Standards**

1. All items offered shall be of the required pack and subject to all federal and state regulations applicable thereto. Prices are to be submitted for U.S. grades noted on Produce Description/Bid Form.
2. The District reserves the right to request samples, of any or all items for which a bid is submitted, for testing. The brand and grade offered and accepted shall be supplied during the entire contact period, and no substitutions shall be made except upon approval of the Food Service Director.
3. Fresh fruit and vegetables shall be subject to inspection, test and grading by the U.S. Department of Agriculture and items found to be below grade specified may be rejected and replaced by the grade specified. Products that fail to meet specification must be promptly (within the same day) replaced with the proper grade.
4. The bidder shall indicate the grade offered in accordance with U.S. Department of Agriculture standards by inserting in the column marked "grade" on the Bid Form. Brands shall be clearly stated on the Bid Form.
5. Upon request, successful bidders must furnish the U.S.D.A. grade certificates indicating items to the U.S. Grade A, when appropriate. U.S. grade certificate or an approved description shall be submitted for required items upon delivery. When applicable, these certificates must cover the specific brand of item(s) being delivered and shall be the same as the codes listed on the certificate of the descriptive label.
6. The vendor must have a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to purchasing, temperature control, receiving, holding,

storage, transportation and deliver. All HAACP records must be documented and available for review.

7. Quantities contained herein are estimated and are not guaranteed to be purchased in full during the contact period.
8. The District reserves the right to add or delete items from the Product Description/Bid Form at the discretion of the Food Service Director.
9. Bidder shall utilize only properly insulated, mechanically or thermostatically temperature controlled refrigerated transport equipment. Such equipment must be capable of maintaining temperature to protect products. The District reserves the right to reject the use of any equipment if it is not clean, sanitary, or otherwise unsuitable for hauling goods. All delivery personnel must demonstrate good customer service and should be neat and clean.

### **Use of Brand Names**

1. Any reference to any brand name of proprietary product in the specifications shall require the acceptance of an equal or better brand.
2. Samples may be requested before a final decision is made.
3. The Food Service Director shall have the right to determine whether an alternate brand is equal to the brand specified.

### **Warranty**

1. The bidder warrants that (1) the supplies are sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the District.
2. The bidder guarantees that upon inspection, any defection or inferior supplies shall be replaced without additional cost to the District. The vendor will assume any additional cost accrued by the District due to the defective or inferior supplies.

### **Product Specifications**

1. All fresh vegetables must be provided in good condition, bright good color, good shape, no mechanical damage, no evidence of wilting or decay.
2. The size and/or pack specified in the following list, is required for each item. Other sizes will not be accepted.
3. Any items rejected, or found to be unacceptable must replaced within 24 hours by the vendor.

## **PART 4. EVALUATION AND SELECTION**

### **4.1 RULE FOR AWARD**

Any contract that results from this procurement shall be awarded to the responsive and responsible vendor offering the lowest price for the item specified.

The District reserves the right to award multiple contracts.

## **PART 5. TERMS AND CONDITIONS**

### **5.1 TERM OF CONTRACT**

Any contract(s) that result from this procurement shall be for a term of one year commencing on or around September 10, 2015 and terminating June 30, 2015, with the option to renew for up to two additional years in one-year increments.

### **5.2 ASSIGNMENTS AND SUBCONTRACTING**

The selected vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City. The successful bidder shall be fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

### **5.3 PAYMENT**

The City shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract number. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City. The Successful Bidder shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the application provisions of the Contract for the improvements embraced in the site preparation.

Invoicing for all work must be done weekly and must be accompanied by copies of original bills for material used.

### **5.4 INSURANCE REQUIREMENTS**

General- The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.



Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

## **5.5 INDEMNIFICATION**

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

## **5.6 FEDERAL AND STATE LAW**

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

## **5.7 SAMPLE CONTRACT**

See 'Sample Contract' attached.

# SAMPLE CONTRACT

## CITY OF SALEM

Department  
Supply/Services  
**Contract Number:**

1. THIS AGREEMENT made and concluded this \_\_\_ day of \_\_\_\_\_ in the year Two Thousand \_\_\_\_\_ by and between \_\_\_\_\_; hereinafter referred to as the (Vendor) and the City of Salem, 93 Washington Street, Salem, MA 01970, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, Kimberley Driscoll; its Purchasing Agent, Whitney Haskell; and its \_\_\_\_\_; thereto duly authorized, hereinafter referred to as the (City).
2. WITNESSETH, that the said Vendor has agreed and by these presents does agree, for the consideration hereinafter contained to provide \_\_\_\_\_ pursuant to the Vendor's proposal/bid dated \_\_\_\_\_ . (and attached hereto.)
3. In case of any alteration of this contract, so much thereof as is not necessarily affected by the change, shall remain in force upon all parties hereto; and no payment for \_\_\_\_\_ under such alteration shall be made until the completion of the whole contract, and the adjustment and payment of the bill when rendered for same shall release and discharge the said City from any and all claims or liability on account of \_\_\_\_\_ furnished under this contract, or any alteration thereof.
4. **Performance Period:**
5. The Vendor shall not assign or transfer this contract, or any part thereof without the prior written consent of the Purchasing Agent of said City.
6. And the said Vendor further agrees to indemnify and save harmless the said City of Salem, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property, by or from the said Vendor, servants or agents, or by, or on account of, any act or omission of the said Vendor, or servants or agents, in the performance of this contract; and the Vendor hereby agrees that so much of the money due to under, and by virtue of, this agreement, as shall be considered necessary by said Purchasing Agent, may be retained by the City until all such suits or claims for damages as aforesaid, shall have been settled, and evidence furnished to the satisfaction of said Purchasing Agent, provided, however, that notice of such claims, in writing and signed by the claimants, shall be previously filed in the offices of the City Clerk of said City.
7. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with its bid/proposal dated \_\_\_\_\_ , now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, which bid/proposal is hereby made a part of this contract by reference.
8. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor \_\_\_\_\_ (\$\_\_\_\_\_), said payment to be made within thirty days from receipt and acceptance of a reasonably detailed invoice. **THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.**
9. **Insurance Coverage:**

**General** - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

**Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance**

The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

**Comprehensive Automotive and Property Damage Insurance** - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

10. This Agreement may be terminated upon thirty (30) days prior written notice for failure of Vendor to provide adequate service as determined by the Purchasing Agent.

11. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject to the provisions of Massachusetts's law, and to all lawful implementing regulations, as amended from time to time.

12. IN WITNESS WHEREOF the said; (\_\_\_\_\_); Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company.

An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and \_\_\_\_\_.

All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

\_\_\_\_\_  
By:

**CITY OF SALEM:**  
By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
**Kimberley Driscoll,  
Mayor**

\_\_\_\_\_  
Authorized Officer (print name)

\_\_\_\_\_  
**Sarah Stanton,  
Finance Director**

\_\_\_\_\_  
Title

\_\_\_\_\_  
**XXXXXXXXXXXX,  
XXXXXXXXXXXX**

\_\_\_\_\_  
**Whitney Haskell,  
Purchasing Agent**

Approved as to form: \_\_\_\_\_  
**Elizabeth Rennard, Esq.,  
City Solicitor**

**EXHIBIT B**  
**SCHOOL/DELIVERY LOCATIONS**

**Food Service Manager:**

Deborah Jeffers  
77 Willson Street  
Salem, MA 01970  
978-740-1230

[deborahjeffers@salemk12.org](mailto:deborahjeffers@salemk12.org)

<b>Location</b>	<b>Address</b>	<b>Phone</b>	<b>Contract</b>	<b>Delivery Period</b>
Salem High School	77 Wilson Street	978-740-1116	Leeann Gibney	Monday before 10 AM
Collins Middle School	29 Highland Avenue	978-740-1196	Karen Cleary	Monday before 10 AM
Bowditch School	79 Willson Street	978-825-3440	Jyll Hudson	Monday before 10 AM
Saltonstall School	211 Lafayette Street	978-825-5532	Deborah Jeffers	Monday before 10 AM
Bates Elementary School	53 Liberty Avenue	978-825-3419	Patricia Mento	Monday before 10 AM
Bentley Elementary School	25 Memorial Drive	978-740-1174	Pam Ryan	Monday before 10 AM
Carlton Elementary School	10 Skerry Street	978-825-3463	Joan Pelletier	Monday before 10 AM
Horace Mann Elementary	33 Loring Avenue	978-542-7165	Lori Gerome	Monday before 10 AM
Witchcraft Elementary	1 Frederick Street	978-825-3309	Jeannette Dubois	Monday before 10 AM