

City of Salem, Massachusetts



Request for Proposals

R-45

Consultant Services Housing Lead Paint Inspector

January 19, 2016

PROPOSALS DUE:

Tuesday, February 2, 2016, 11:00 AM

*Late proposals will be rejected

Whitney C. Haskell
Purchasing Agent
93 Washington Street, 2nd Floor
Salem, MA 01970
whaskell@salem.com
(978) 619-5695

REQUEST FOR PROPOSALS
R-45
HOUSING LEAD PAINT INSPECTOR
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: _____

**REQUEST FOR PROPOSALS
R-45
HOUSING LEAD PAINT INSPECTOR
CHECKLIST**

Submissions:

- Completed Cover Sheet
- Checklist
- Price Proposal Form
- Non-Price Proposal
 - o Signed Certificate of Non-Collusion
 - o Signed Tax Compliance Certification
 - o Signed Certificate as to Corporate Bidder (*if applicable*)
- Acknowledgement of Addenda: _____ (*if applicable*)

Minimum Requirements:

| | | Yes | No |
|----|--|-----|----|
| 1. | The inspector must be listed on the Massachusetts Child Lead Poisoning Prevention Program's list of licensed Private Inspectors. | | |
| 2. | Must be experienced in lead inspections, with a minimum of five (5) years of experience having occurred during the past seven (7) years. | | |
| 3. | Must have experience in composing initial lead reports, pre-clearance inspections (specifically monitoring for 454 CMR 22.00 compliance) and dust wipe inspections | | |
| 4. | Must have worked on at least five projects, each with a minimum value of \$15,000 to the standards of Mass. Lead Law. | | |
| 5. | Must use recent XRS technology in their inspections. | | |
| 6. | Must have working knowledge of current HUD lead paint regulations under 24 CFR Part 35 and Sections 1012 and 1013 (Title X) of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and demonstrate knowledge of all additional updates to state and federal law. | | |
| 7. | The Proposal must be complete, accurate and responsive to the RFP's requirements. | | |
| 8. | Evidence of insurance coverage must be satisfactory, including general and professional liability. | | |

**REQUEST FOR PROPOSALS
R-45
HOUSING LEAD PAINT INSPECTOR
PRICE PROPOSAL**

Lead Inspections

The Consultant provides the following price proposal of fixed fee costs:

| | | |
|---------------|---|----------|
| Task 1 | Initial Lead Inspection/Risk Assessment Report for single-family dwelling: | \$ _____ |
| | For each additional unit per property add: | \$ _____ |
| Task 2 | LBP Re-inspection (Re-occupancy or Full Compliance) | \$ _____ |
| Task 3 | Laboratory fees for dust wipe samples (per sample), to be billed Separately for all re-occupancy, full compliance or failed inspections | \$ _____ |
| Task 4 | Cost for MA Childhood Lead Poisoning Prevention Program site-specific waiver preparation, submission & execution by all parties: | \$ _____ |
| Task 5 | Hourly rate for other work performed (with prior approval of the Department of Planning & Community Development): | \$ _____ |

| | | |
|------------------------------|---|----------|
| Sub Total Attachment: | | |
| A. | Cost for a single-family dwelling (assume Tasks 1-2 completed), And assume 1 site visit for Task 2): | \$ _____ |
| B. | Cost for a 2-family property (assume Tasks 1-2 completed, assume 2 site visits for Task 2): | \$ _____ |
| C. | Cost for 7 dust wipe samples (Task 3) | \$ _____ |
| D. | Cost for CLPPP waiver service (Task 4): | \$ _____ |
| E. | Two hours of other work based on Task 5: | \$ _____ |
| | TOTAL A + B + C + D + E: | \$ _____ |

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PRINTED)

DATE

**REQUEST FOR PROPOSALS
R-45
HOUSING LEAD PAINT INSPECTOR
REQUIRED 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 Proposer)

(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 Proposer)

(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 Proposer)

(Date)

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

1.1.1 INTRODUCTION

The City of Salem's Department of Planning and Community Development (DPCD) is requesting proposals from qualified firms (Consultants) to undertake the responsibilities of Lead Paint Inspector. The basic objective of the Consultant's efforts will be to work toward successful lead identification and abatement as required by Federal and State Law. The consultant shall perform specialized office and/or fieldwork for the Housing Programs Division, which involves completing initial lead inspections, Lead Inspection/Risk Assessment Reports, interim monitoring, re-occupancy letters, dust wipe tests and Certificates of Compliance of assigned properties.

1.1.2. BACKGROUND

The City of Salem is a seaside, historic community located 16 miles North of Boston with approximately 19,700 housing units. Of the total City housing stock, 56.6% was built 1939 or earlier and approximately 78% was built before 1978. Due to potential lead hazards posed by the age of the housing stock, Salem is considered a high-risk community.

Through the U.S. Department of Housing and Urban Development (HUD), the City of Salem is an entitlement recipient of Community Development Block Grant (CDBG) funds and also receives Home Investment Partnership (HOME) funds administered by the North Shore HOME Consortium. The City of Salem's Department of Planning and Community Development (DPCD) administers the Housing Rehabilitation Loan Program, which assists low- and moderate-income households by providing low interest deferred loans to correct code issues and bring homes up to Housing Quality Standards, as well as the First-Time Homebuyer Downpayment Assistance (FTHB) Program that provides funds for downpayment and closing costs for first-time homebuyers. Many of our Housing Rehabilitation Loan Program projects include deleading in the scope of work. The City is also a Local Rehabilitation Agency for MassHousing's Get the Lead Out loan program.

We estimate that 5-10 housing units will undergo lead paint abatement each fiscal year through the Housing Rehabilitation Loan Program. Multiple projects may be underway at the same time. Some units may require interim monitoring. The estimate of units is not a commitment by the City to a minimum/maximum number of units.

1.2.3 BUDGET

The total cost of the Awarded Contract shall not exceed \$30,000 (budgeted at \$10,000 per year).

1.2 APPLICABLE LAW

This procurement will be conducted pursuant to M.G.L. ch. 30B, sec. 6.

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 Request for Proposals ("RFP") 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 forty five (45) days after the proposal due date. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most advantageous proposer.

1.6 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this RFP or reject in whole or in part any and all proposals 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 proposal pricing.

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

1.8 OBTAINING THE REQUEST FOR PROPOSALS

The RFP shall be available beginning, Tuesday, January 19, 2016.

The RFP and related documents shall be available for free download from the City's Purchasing Department website at http://salem.com/Pages/SalemMA_Purchasing/index under the link titled "IFBs RFPs, and RFQs."

Hardcopies of the RFP and related documents may be obtained at the Office of the Purchasing Agent, 120 Washington Street, 3rd Floor, Salem, MA 01970, during regular office hours:

Monday-Wednesday: 8:00 AM – 4:00 PM
Thursday: 8:00 AM – 7:00 PM
Friday: 8:00 AM – 12:00 PM

PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a proposal.

2.1.1 PRICE PROPOSAL FORM

Every proposal must include a completed 'Price Proposal Form'. See attached. The price proposal shall be separately sealed and labeled as "Price Proposal".

The total cost of the Awarded Contract shall not exceed \$30,000 (budgeted at \$10,000 per year). The City seeks proposals that demonstrate maximum value and total work to be performed within the funding available. All cost assumptions must be clearly documented in this submittal. There will be no reimbursement for out of pocket expenses, photographs, travel, etc. All prices are fixed and are not subject to increase during the period of this contract. The contract is subject to the availability of funds.

2.1.2 NON-PRICE/TECHNICAL PROPOSAL

Each proposal must include a Non-Price/Technical, which shall be separately sealed and labeled as "Non-Price Proposal," containing:

NON-COLLUSION FORM

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

TAX COMPLIANCE FORM

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

CORPORATE BIDDER FORM

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

PLAN OF SERVICES

Cover Letter

A cover letter signed by an officer of the firm, binding the firm to all statements made in the proposal is required. Include a primary contact person for the proposal.

The cover letter should be addressed to **City of Salem, Purchasing Department, Ms. Whitney Haskell, 120 Washington Street, 3rd Floor, Salem, MA 01970.**

Qualifications and Experience

A description of the history, experience and qualifications of your firm and any proposed subcontractors to perform the Scope of Services. Please provide:

1. Structure of firm, i.e., sole proprietorship, partnership, corporation; Size of firm; Years firm has been in business;
2. Name(s) of principals in firm; Educational and experiential background of principals;
3. Identify the principal and personnel assigned to the project. Submit copies of their licenses, registrations or certifications;
4. List of other similar projects your firm and the staff assigned to the project have undertaken related to CDBG/HOME funded, municipal housing rehabilitation and first-time homebuyer programs, and/or MassHousing's Get the Lead Out program. Demonstrate familiarity with Federal and State lead-based paint requirements. If any part of the lead inspection process will be subcontracted, please provide the same information for the subcontracting firm;
5. References for 3 similar projects your firm has undertaken with contact information;
6. Listing of all current contracts;
7. List of training courses/sessions attended over the last five years.
8. Listing of any actions taken by any regulatory agency or litigation involving the firm or its agents or employees with respect to any work performed;
9. All insurance that the firm has that would be applicable to the work; and
10. Timeframe for scheduling inspections, issuing Lead Inspection/Risk Assessment Reports from time of inspection, Letters of Re-Occupancy and Certificates of Compliance from time of final inspection.

Please include an example of a Lead Inspection/Risk Assessment Report, Re-Occupancy letter and Certificate of Compliance.

City Resources

The City will be responsible for:

- Client intake
- Application Approval
- Preparation of program related documents
- Loan closing and loan closing documents
- Processing payments

Please provide a list any additional resources or other assistance, which the proposer needs from the City in order to complete each task in the scope of services.

Subcontracting

If subcontracting is planned, submit name of the firm(s), address contact person(s), phone number(s), names of responsible operating officers, and evidence of any required insurance, permits, and licensing/authorization of proposal documents. Describe relevant experience.

General Proposal Appearance

The name of the proposer and title of the project must appear on the outside front cover of each proposal. Each page of the proposal must be numbered consecutively from the beginning of the proposal, excluding all appended material.

2.2 PROPOSAL DELIVERY

Below please find a description of the manner in which sealed proposals must be submitted. Price and Non-Price proposals must be separately sealed and labeled.

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **Tuesday, February 2, 2016 at 11:00 AM.**

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

2.2.2 ADDRESS

Sealed proposals shall be delivered to the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970.

Facsimile and email submissions will not be accepted.

2.2.3 HOURS OF OPERATION

Proposals 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

Proposers must submit one (1) original and two (2) copies of the proposal.

2.2.5 LABELING

Price and Non-Price proposals must be separately sealed and labeled. Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer and (4) price or non-price proposal.

2.3 SIGNATURES

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

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS

Questions concerning this RFP must be submitted in writing to: Whitney Haskell at 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 RFP.

2.4.2 CHANGES

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

2.4.3 MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposals by written notice received by the City of Salem prior to the time and date set the proposal due date.

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 RFP.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them.

2.5 UNFORESEEN OFFICE CLOSURES

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

PART 3. SCOPE OF SERVICES

SCOPE OF SERVICES

The following outlines a Scope of Services that the Consultant will perform for the DPCD. All housing activities will be carried out in accordance with the following regulations: Lead Safe Housing Rule (24 CFR Part 35); Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X); Community Development Block Grant Entitlement Program (24 CFR 570); HOME Investment Partnerships Program Final Rule (24 CFR Part 92); and the Massachusetts Lead Poisoning Prevention and Control (105 CMR 460.000). The major tasks that the Consultant will perform will include:

For Projects with Lead Abatement

1. Conduct lead inspections and complete Lead Inspection/Risk Assessment Reports (including cost estimates), and provide DPCD Housing Staff and Owner(s) with a copy.
2. Conduct interim monitoring inspections on projects, when necessary, and submit written report to City Housing Staff.
3. Issue re-occupancy letters and provide DPCD Housing Staff with a copy.
4. Conduct dust wipe tests, and re-test when necessary.
5. Issue Certificates of Compliance, and provide DPCD Housing Staff and Owner(s) with a copy.
6. Coordinate with DPCD Housing Staff, Housing Program Inspector, Owners and Contractors as necessary to set up inspection times, finalize work write-ups review construction bids and/or approve payment requests.
7. Be present, if deemed necessary, at contractor walk through of the property and start-up meeting with the owner, contractor and housing staff for questions/answers.

TIME OF PERFORMANCE

Services provided by the Consultant shall start immediately following contract execution and shall end when the contract funds have been fully expended, but no later than one year from the date of the contract. The City of Salem, at its sole discretion, may exercise the option to renew the contract for an additional two years in one year increments. During this time, the DPCD will assign projects to the Consultant as applications are received and approved for eligibility.

PART 4. EVALUATION AND SELECTION

4.1 MINIMUM REQUIREMENTS

1. The inspector must be listed on the Massachusetts Child Lead Poisoning Prevention Program's list of licensed Private Inspectors
2. Must be experienced in lead inspections, with a minimum of five (5) years of experience having occurred during the past seven (7) years;
3. Must have experience in composing initial lead reports, pre-clearance inspections (specifically monitoring for 454 CMR 22.00 compliance) and dust wipe inspections;
4. Must have worked on at least five projects, each with a minimum value of \$15,000 to the standards of Mass. Lead Law;
5. Must use recent XRS technology in their inspections.
6. Must have working knowledge of current HUD lead paint regulations under 24 CFR Part 35 and Sections 1012 and 1013 (Title X) of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and demonstrate knowledge of all additional updates to state and federal law.
7. The Proposal must be complete, accurate and responsive to the RFP's requirements.
8. Evidence of insurance coverage must be satisfactory, including general and professional liability.

4.2 COMPARATIVE CRITERIA

The proposal will be reviewed by the DPCD and ranked upon the following criteria:

1. *General experience – Lead inspections and working with municipal housing rehabilitation programs.*

Highly Advantageous

Significant experience in 1) providing lead inspection services in CDBG, HOME, and Get the Lead Out funded housing rehabilitation programs in Massachusetts within the past 5 years.

Advantageous

Some experience in in 1) providing lead inspection services in CDBG, HOME, and/or Get the Lead Out funded housing rehabilitation programs within the past 5 years.

Non-Advantageous

No CDBG, HOME, Get the Lead Out funded housing rehabilitation program or lead inspection services experience within the past 5 years.

2. *Lead Inspection/Risk Assessment Report - Working knowledge of Federal and State laws, detail and completeness of example provided.*

Highly Advantageous

Lead Inspection/Risk Assessment Report is well-organized, very detailed and illustrates satisfactory knowledge of Federal and State lead laws.

Advantageous

Lead Inspection/Risk Assessment Report is complete and has ample detail.

Non-Advantageous

No sample Lead Inspection/Risk Assessment Report was provided or sample provided is incomplete, lacks detail or is generally not applicable to a Housing Rehabilitation Program.

3. *Lead Paint - Working knowledge of current HUD lead paint regulations under 24 CFR Part 35 and Sections 1012 and 1013 (Title X) of the Residential Lead-Based Paint Hazard Reduction Act of 1992.*

Highly Advantageous

Familiarity with above referenced regulations and has attended more than one applicable training courses/sessions in the past seven years relating to implementation of lead regulations.

Advantageous

Familiarity with above referenced regulations and has attended at least one applicable training session in the past five years relating to implementation of lead regulations.

Non-Advantageous

Minimal familiarity with above referenced regulations and has not attended an applicable training course relating to implementation of lead regulations.

4. *References – Quality of work and timeliness*

Most Advantageous

References for providing Lead Paint Inspection services in CDBG and/or HOME funded housing rehabilitation programs are of uniformly high quality.

Advantageous

References for providing Lead Paint Inspection services in CDBG and/or HOME funded housing rehabilitation programs are generally good but with certain qualifications.

Non-Advantageous

No references provided for Lead Paint Inspection services in CDBG and/or HOME funded housing rehabilitation programs or references have raised questions regarding performance.

An interview may be scheduled, if deemed necessary.

4.3 RULE FOR AWARD

Any contract that may result from this procurement shall be awarded to the responsible and responsive proposer offering the most advantageous proposal, taking into consideration all evaluation criteria described herein, as well as price.

4.4 SELECTION PROCESS

Following the deadline for receipt of proposals, the Chief Procurement Officer (‘CPO’) will open the non-price proposals and prepare a register of proposals submitted. The non-price proposals will be evaluated by an evaluation committee based on the Minimum Requirements and Comparative Criteria contained in this RFP. The evaluation committee shall notify the CPO which proposal was deemed most advantageous. The CPO will then open and evaluate the price proposals, and award the contract to the most advantageous proposal taking into account the evaluation criteria and price.

PART 5. TERMS AND CONDITIONS

5.1 TERM OF CONTRACT

The term any contract that results from this RFP, shall commence upon issuance of the Notice to Proceed and terminate one year from that date, with the option to renew for up to two additional years in one year increments.

5.2 ASSIGNMENT AND SUBCONTRACTING

The selected contractor(s) shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

5.3 OWNERSHIP OF MATERIAL

All rights, titles to and ownership of all data, material, and documentation resulting from this project and/or prepared for the City pursuant to the Awarded Contract shall remain exclusively with the City. The prospective consultant shall be paid for all services as will be specified in the contract.

5.4 ACCESS TO RECORDS

In addition to terms stated elsewhere in the RFP, the City of Salem or any of its duly authorized representatives, shall have access, upon demand, to any books, documents, papers, and records of the successful Consultant which are directly pertinent to the Awarded Contract, for the purposes of making audit examinations, excerpts, and transcriptions. The successful Consultant shall insert identical rights of access for these parties into any subcontractor agreements the successful Consultant enters into under the Awarded Contract. The City of Salem shall reserve this right for the term of the contract and for three (3) years from the date of final payment.

5.5 SECTION 3

This project may be subject to the requirements of Section 3 of the Housing & Urban Development Act of 1968, as amended, 12 USC 170U and the regulations set forth in 24 CFR 135, which is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons.

Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following:

- Business is 51% or more owned by Section 3 residents. A Section 3 Resident is 1) a Salem Housing Authority resident; or 2) a Salem resident whose total family income does not exceed 80% of the median income for the area as per the HUD local income limits; or 3) a resident of the Boston Metropolitan Statistical Area whose

total family income does not exceed 80% of the median income for the area as per the HUD local income limits.;

- At least 30% of the business's permanent, full-time employees are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
- Business provides evidence of a commitment to award more than 25% of the dollar amount of all subcontracts to businesses that fall within (1) or (2) above.

Any Business Concern seeking to qualify as a Section 3 Business shall demonstrate eligibility by completing the Section 3 Business Affidavit. A Section 3 business shall show that it has the ability to successfully carry out the terms and conditions of the proposed contract -- which shall include, among other factors, a demonstrated history of compliance with public policy requirements, including Section 3.

Whenever two or more equal sealed bids are received by qualified businesses, and one is from a Certified Section 3 Business, the Certified Section 3 Business will receive preference in awarding. If two or more qualified businesses are deemed Highly Advantageous in the Request for Proposals Process, and one is a Section 3 business concern, but their bid price is slightly higher than a non-Section 3 firm, the City of Salem can give preference to the Section 3 business in an effort to meet its numerical goals annually.

For more information, or to obtain a Section 3 Business Affidavit, please contact:

Jane A. Guy, Assistant Community Development Director
City of Salem Department of Planning and Community Development
120 Washington St.
Salem, MA 01970
978-619-5685; (F) 978-740-0404

5.6 CONFLICT OF INTEREST

The consultant agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. The consultant covenants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.

No employee of the City of Salem and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.

5.7 FAIR PRACTICES

The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, handicap, veteran status, familial status, sexual orientation or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to

race, color, religion, gender, age, handicap, veteran status, familial status, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice setting for the provisions of this non-discrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, age, handicap, veteran status or national origin. The Consultant agrees to comply with the "Governor's Code of Fair Practices" of January 12, 1966, Chapter 151B of the Massachusetts General Laws, as amended and Executive Orders which prohibit discrimination because of race, color, religion, national origin, age, sex, veteran status or handicap.

5.8 INSURANCE REQUIRMENTS

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.

5.9 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.

5.10 FEDERAL AND STATE LAW

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

5.11 SAMPLE CONTRACT

See 'Sample Contract' attached.

SAMPLE CONTRACT

CITY OF SALEM

XXXXXXX

Contract Number: X-XX

1. THIS AGREEMENT made and concluded this ___ day of _____ in the year Two Thousand Thirteen 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 scope of services, terms and conditions described in Request for Proposals/Invitation for Bids _____,

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 _____ furnished 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.

3. **Performance Period:** _____.

4. 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.

5. 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.

6. 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 proposal is hereby made a part of this contract by reference.

7. 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.**

8. 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.

- 9. 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.
- 10. 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.
- 11. 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 its _____.

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

Whitney Haskell,
Purchasing Agent

Approved as to form: _____
Elizabeth Rennard, Esq.,
City Solicitor