

City of Salem, Massachusetts



Request for Proposals

R-49

Maintenance and Repairs to the Water and Wastewater Pumping Stations, Tide Grates and Water Storage Facilities

March 2, 2016

PROPOSALS DUE:

Wednesday, March 16, 2016, 2:00 PM

*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-49
MAINTENANCE AND REPAIRS
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-49
MAINTENANCE AND REPAIRS
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:

Proposer must:		Yes	No
1.	Have a minimum of a Grade V professional wastewater and Grade 3D water distribution operator licenses in Massachusetts		
2.	Have certification for confined space entry and OSHA training		
3.	Retain mechanical skills in ejector pump and pressure pump maintenance.		
4.	Be familiar with lock out tag out procedures		
5.	Demonstrate at least five year experience with water, wastewater and valve maintenance		

**REQUEST FOR PROPOSALS
R-49
MAINTENANCE AND REPAIRS
PRICE PROPOSAL**

YEARS 1 AND 2

Category	Workday Hourly Rate¹	Premium Hourly Rate²
Routine Inspection and Non- Repair Maintenance	\$	\$
Controls/Electrical	\$	\$
Mechanical	\$	\$
Laborer	\$	\$

YEAR 3 (OPTION)

Category	Workday Hourly Rate	Premium Hourly Rate
Routine Inspection and Non- Repair Maintenance	\$	\$
Controls/Electrical	\$	\$
Mechanical	\$	\$
Laborer	\$	\$

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PRINTED)

DATE

¹ Workday Hourly Rate: 7:00 AM to 5:00 PM Weekdays

² Premium Hourly Rate: 5:00 PM to 7:00 AM, Holidays and Weekends

REQUEST FOR PROPOSALS
R-49
MAINTENANCE AND REPAIRS
REQUIRED CERTIFICATIONS

1. 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 (if different than name))

(Date)

2. 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 (if different than name))

(Date)

3. CORPORATE BIDDER (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 (if different than name))

(Date)

4. PREVAILING WAGES

The undersigned bidder or quoter hereby certifies, under the pains and penalties of perjury, that the foregoing bid or quote is based upon the payment to laborers employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder or quoter agrees to indemnify the awarding authority for, from and against any loss, expenses, damages, action or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid or quote to be based upon the payment of the said applicable prevailing wage rates, or (2) the failure of the bidder or quoter, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wages.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(Date)

5. DEBARRMENT

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(Date)

6. LABOR HARMONY AND OSHA TRAINING

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(Date)

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The City of Salem is soliciting proposals from qualified firms/individuals to provide operation, repair and maintenance for the City of Salem water and wastewater pumping stations and tide gates.

The term of the contract shall be two (2) years. The City, at its sole discretion, may extend the contract for one additional year. The contract term is expected to commence on or around March 15, 2016.

1.2 APPROVAL

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

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 OBTAINING THE REQUEST FOR PROPOSALS

The RFP shall be available beginning, Wednesday, March 2, 2016.

The RFP and related documents shall be available for free download from the City's Purchasing Department website at www.salem.com/purchasing under "Open Procurements."

Hardcopies of the RFP and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 2nd 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

1.8 PERFORMANCE BOND

A performance bond in the amount of 100 percent of the two-year total with a corporate surety qualified to do business under the laws of the Commonwealth and satisfactory to the Town, will be required of the proposer for the faithful performance of the contract. A 100 percent payment bond will be required.

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".

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

PREVAILING WAGE

Wages for this project are subject to the prevailing wage rates as set by the Department of Labor Standards. A copy of the prevailing wage rates for this project is included in the Invitation for Bids, along with a Payroll Record Form and Statement of Compliance.

In the event that the option to renew is exercised, an updated prevailing wage rate sheet will be sent to the Contractor along with the contract amendment letter.

Certified Weekly Payroll documents shall be sent to the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970. Payroll records must be sent three (3) business days after the close of the previous work week. See 'Certification Regarding Payment of Prevailing Wage Rates' attached.

DEBARMENT

Every bid must include a certification regarding the contractor's debarment status. A debarred contractor is not eligible for the award of public contracts during the period of its debarment. See 'Certification Regarding Debarment' attached.

LABOR HARMONY AND OSHA CERTIFICATION

Every bid must include a certification regarding labor harmony training approved by the U.S. Occupation Safety and Health Administration completed by all employees to be employed at the worksite. See 'Labor Harmony and OSHA Certification' attached.

PLAN OF SERVICES

The Plan of Service shall include the sections discussed below:

Title Page – 1 page

The title page shall list the title of the project, which is "City of Salem Maintenance and Repairs to the Water and Wastewater Pumping Stations, Tide Gates and Water Storage Facilities." The page shall indicate clearly the name of the company submitting the Proposal and the name, address and phone number of the Proposers designated contact person along with qualifications. A fax number and e-mail address for the contact person shall also be indicated on the Title Page. The Proposer's designated contact person is the individual who shall be the main point of contact for City of Salem to communicate with regarding this procurement.

Executive Summary – 2 pages

The Executive Summary shall be a non-technical review that highlights the key features of the Proposer's approach to the Project. The section shall indicate the headquarters of the entity. Relevant experience as well as key management staff who will be assigned to this Project should be highlighted.

Project Approach – 2 pages

In this section, the Proposer shall describe how it intends to operate and maintain the Facilities for the Term of the Service Agreement. The Proposer shall describe its understanding of the Facilities and the requirements of the City of Salem, along with any and all federal or state regulatory requirements. This section shall allow the City of Salem to gain an understanding of how the Proposer will approach the Project, what the Proposer sees as priorities and how the Proposer will protect the Facilities' assets through the contract term. This information will be used to complete the criteria evaluation of item 7.

Management Structure and Individual – 3 pages

In this section, the Proposer shall include the resume of individual who will be assigned to the City of Salem. Reference should be included on whom the individual will report to in the firm/company and how annual reviews will be managed along with compensation and incentives.

Firm, Project Manager and Staff Experience – 6 pages

In this section, the proposer shall provide resumes of the firm, project manager, and staff proposed. The resumes shall include work experience on similar projects in similar communities, references with contact information, education, certifications, licenses, diploma's and degrees. This information will be used to complete the criteria evaluation of items 1 through 6.

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 **Wednesday, March 16, 2016, 2:00 PM.**

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

Key Business Terms:

1. The Contract Operator will operate the system in accordance with all applicable law. The Contractor shall prepare for City approval all required regulatory reports.
2. The Contract Operator shall operate and maintain, inspect and monitor pumping station, UST's, storage facility and tide gate activities, and respond to service calls in the distribution and collection system as received by the City. Such service shall be provided on a 24 hour, 7-day per week basis.
3. The term for the agreement will be two years with one -year renewal, to be executed at the sole discretion of the City.
4. The City reserves the right to terminate the contract operator if at the discretion of the City such services are less than acceptable. Termination will include a sixty-day notification.
5. The Proposer shall provide an hourly rate employee with the minimum qualifications specified. The Proposer shall include in its cost proposal, the hourly rate of the individual including all overhead, profit and benefits, vehicle usage including the cost of fuel, and any tools. To be provided in a separate sealed envelope.
6. A resume of work experience, references, education, certificates, diplomas, degrees, and licenses shall be provided for each operator in the proposal. The Proposer shall not change its hourly rate employee without the explicit approval of the City of Salem; such approval shall not be unreasonably withheld.
7. Repair or replacement and all capital and operating costs will be the responsibility of the City of Salem, paid from funds determined by the City Engineer.
8. The Contract Operator shall submit monthly and annual reports summarizing activities under the contract, in accordance with all applicable local, state (MassDEP) and federal (USEPA) requirements.

Scope of Services:

- routine facility operations for a minimum of four (4) hours per day, Monday through Friday.
- on call services for non-routine hours to respond to alarms and emergencies within 1 hour.
- routine facility maintenance in accordance with the system operation and manufacturers recommendations.
- preparation of monthly reports on work completed and work pending to maintain the systems in a reliable and efficient manner.
- provisions for vehicle and necessary tools.

The system will include the following site locations:

Drinking Water Facilities

- Salem Road Pumping Station and Under Ground Storage Tank (UST) for standby pumping (Beverly)
- Highland Avenue Water Booster Pumping Station

- Storage Facilities at: Gallows Hill and Folly Hill

Wastewater Facilities

- Ocean Avenue West Screw Lift Station (Stormwater)
- Ravenna Avenue Sewer Lift Station
- Home Street Sewer Lift Station
- Highland Avenue Ejector Station
- Wilson Street Ejector
- Swampscott Road Sewer Lift Station and Under Ground Storage Tank (UST) for standby power generation
- Mach Street Sewer Lift Station
- Forest River Park Lift Station
- Winter Island Sewer Lift Station

Tide Gate Facilities

- Tide Gates at Forest River/Lafayette Road Areas
- South River Drainage Conduit

The System will be operated by an individual who will be dedicated to the City of Salem. The individual shall have a minimum of a Grade V Professional Massachusetts wastewater and Grade D3 water distribution system licenses and may be called upon to act as the City's secondary water system operator, when the City's primary water operator is unavailable. The City Engineer will be involved in daily oversight of the operations. Capital improvements and purchasing will be the responsibility of the City of Salem and coordinated by the Contract Operator.

Detail:

Operational decision-making will reflect the following minimum objectives:

- Protecting public health and welfare;
- Protecting Proposer's employee health and safety;
- Complying with all applicable laws, rules, regulations and ordinances, including without limitation, City, State, and Federal requirements and safety requirements;
- Protecting the environment;
- Minimizing odors and managing noise and traffic so as to be a "good neighbor" and have no negative impacts on nearby residents;
- Protecting and preserving the Facilities.

The Contract Operator employee responsibilities shall include, but are not necessarily limited to:

- Operating, maintaining and repairing in conformance to all applicable laws;
- Ordering all materials, both durable and consumable, and supplies necessary to operate, maintain and repair the Facilities on the City's behalf;
- Operating all wastewater pumping systems so as to minimize backup of wastewater into the collection system and eliminate any potential for wastewater discharge from the collection

system due to system backup caused by insufficient pumping at the Facilities; Preparing and submitting any regulatory responses to spill or back-up events;

- Operating all water facilities so as to maintain pressure and flow;
- Cooperating with the City and third party contractors who will be responsible for expanding the capacity and upgrading the Facilities during the Term of this Service. The Contractor will cooperate with these parties to minimize production disruptions and to maintain compliance with the operation and maintenance standards and all applicable law;
- Responding immediately to emergency or disaster situations in accordance with the Emergency Operating Plan and providing assistance to the City during emergency conditions as requested by the City;
- Maintaining professional responsible working relationships with the City, regulatory authorities, material and service vendors, the media and the public;
- Providing and maintaining adequate security at all Facilities, buildings, plants and equipment;
- Develop and periodically update as necessary SOPs to reflect current conditions or the addition of new processes or equipment at the facilities and as necessary to ensure proper operation and performance of the Facilities.

The Contract Operator employee shall be responsible for all aspects of maintenance and repairs at the Facilities, including corrective, preventive, and predictive maintenance of all assets. At a minimum, he/she shall perform all of the preventive maintenance recommended by the manufacturer of the equipment at the frequency that the manufacturer recommends. He/she shall use its professional judgment in determining what additional maintenance is appropriate and necessary. This includes but is not limited to the following:

- All spare parts, materials and supplies shall be stored in an orderly manner;
- Quarterly interior and exterior window washing;
- Roof leak repair within twenty-four hours of discovery;
- Regular pest control including fire ant and rodent control;
- Immediate repair of all plumbing and piping leaks and failures upon discovery;
- Damp mop daily floors of building entrances, administration areas, control rooms and laboratories with an approved solution regularly;
- Clean interior and exterior of all facilities regularly, including removal of all graffiti;
- Weed control will be performed in paved areas to keep cracks and joints clear of vegetation;
- Grass and landscaped areas will be maintained in an attractive, neat manner, which may be used for open houses and plant tours.

PART 4. EVALUATION AND SELECTION

4.1 MINIMUM REQUIREMENTS

1.	A minimum of a Grade V professional wastewater and Grade 3D water distribution operator licenses in Massachusetts
2.	Certification for confined space entry and OSHA training
3.	Retain mechanical skills in ejector pump and pressure pump maintenance.
4.	Be familiar with lock out tag out procedures
5.	Demonstrate at least five year experience with water, wastewater and valve maintenance

4.2 COMPARATIVE CRITERIA

All criteria will be ranked as follows:

Highly Advantageous (HA)
Advantageous (A)
Not Advantageous (NA)
Unacceptable (U)

1) The number of years of experience the company has in the operation and maintenance business of water and wastewater pumping systems.

HA = Ten (10) or more years in Massachusetts
A = Five (5) or more years in New England
NA = At least two (2) years in New England and five (5) or more years nation wide
U = Less than two (2) years in New England

2) The number of years of experience the company has in operating and maintaining at least two similar water and wastewater systems with proven successful performance.

HA = Ten (10) or more years in Massachusetts
A = Five (5) or more years in New England
NA = At least two (2) years but less than five (5) years in New England and five (5) or more years nationwide
U = Less than two (2) years in New England

3) The number of years of experience the Project Manager in charge of project has in operation and maintenance.

HA = Twenty (20) or more years in Massachusetts
A = Ten (10) or more years in New England

- NA = At least five (5) years but less than ten (10) years in New England and ten (10) or more years nationwide
- U = Less than five (5) years in New England

4) Project Manager and staff meet Massachusetts Department of Environmental Protection certification requirements for operation and maintenance of the City’s system. Project manager and staff must be within 30-minutes of response time to Salem and available to respond to on-call events 24 hours per day, 7 days per week.

- A = Meets the requirements.
- U = Does not meet the requirements.

5) The number of years of familiarity Project Manager has with the design and operational logic of similar type pumping stations.

- HA = Twenty (20) or more years.
- A = Five (5) or more years.
- U = Less than five (5) years.

6) Has in-house telemetry, electrical, controls, and mechanical services for pump station preventive maintenance and repair and local (30 minute response time) repair facility capable of rebuilding pumps and controls.

- HA = Full time employment of trained staff.
- A = Part time employment of trained staff or demonstrated availability of a consulting staff on call 24 hours/7 days per week.
- U = No demonstrated availability above trained staff.

7) Project Approach

- HA = The project approach stated in the proposal addresses the items stated under Minimum submission Requirement and is superior in its content.
- A = The project approach stated in the proposal addresses the items stated under Minimum Submission Requirement.
- U = The project approach stated in the proposal does not address the items stated under Minimum Submission Requirement.

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

The City Engineer will review all proposals and make a formal recommendation to the City’s Procurement Officer. The formal recommendation will be made based on review and consideration of the Proposers’ Qualifications Submission Requirements, Proposal,

interview if needed, references and then price. Final Selection of a Contract Operator will be made to the most qualified firm/individual offering the best plan of service at a reasonable cost that is in the best interest of the City of Salem..

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 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.

5.4 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 of 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

**AGREEMENT FOR CITY OF SALEM'S MAINTENANCE & REPAIRS TO THE
WATER AND WASTEWATER PUMPING STATIONS, TIDE GATES AND WATER
STORAGE FACILITIES**

THIS Agreement, is made on this _____ day of _____, 2016, by and between the City of Salem, acting through its Purchasing Agent, City Engineer and Mayor, with its principal place of business at 93 Washington Street, Salem, MA 01970 (hereinafter "City") and _____ (hereinafter "Contractor") with its principal place of business at _____.

ARTICLE I
SCOPE OF SERVICES

The Contractor shall furnish the City with Maintenance & Repair Services on the City of Salem's Water and Wastewater Pumping Stations, Tide Gates and Water Storage Facilities, in accordance with specifications contained in the Request for Proposals (RFP) issued by the City, which RFP is incorporated herein in full. Contract documents shall include, in addition to said RFP, the Contractor's bid and insurance certificates, all of which are incorporated herein by reference.

ARTICLE II
TERM OF CONTRACT

This contract shall be effective for a two year period on or around March 2016 and shall terminate March 2018. The City of Salem may exercise, at its sole discretion, an option to renew the contract for one additional year.

ARTICLE III
COMPENSATION

All compensation to Contractor is due upon receipt of Contractor's invoice and payable within thirty (30) days. No invoices will be paid until all required certified payroll sheets and OSHA certifications are transmitted to the Town and verified.

Pricing and invoicing for the work shall be consistent with the hourly rates listed in the Price Proposal:

Year One and Two : _____

Year Three: _____

No technician may be invoiced at a rate higher than the fixed hourly rate presented in the Contractor's Price Proposal.

Invoices for Preventive Maintenance and Corrective Repairs shall be presented no more frequently than monthly.

The Contractor will be allowed to aggregate individual projects into their invoices to the City, but doing so shall not relieve the Contractor from the requirement to present detailed descriptions of work completed and billable time itemized by tradesperson and rate, including any parts purchased as agreed to by the City at the time of the work order, FOR EACH PROJECT where such hourly work is performed as “Preventive Maintenance or Corrective Repair.”

ARTICLE IV TERMINATION

The City may terminate this Agreement for its convenience if it deems to be in the City’s best interest to do so, on thirty days written notice to the Contractor. In the event of termination, the Contractor will be paid for all services rendered through the date of termination.

ARTICLE V CITY’S LIABILITY

The City’s liability under this contract shall be to make all payments when they shall become due, and the City shall be under no further obligation or other liability. Nothing in this contract shall be construed to render the Mayor, or any other officer of the City, or their successors in office, personally liable for any obligation under this contract.

ARTICLE VI INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, boards, agents and employees from any loss, damage, cost, charge, expense or claim for injury to person or property which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney’s fees and expenses. If any such claim is made, the City may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect the City against such claims, costs and expenses.

ARTICLE VII INSURANCE

The Contractor shall obtain and maintain during the term of this contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the City, as required by the RFP attached hereto and incorporated herein.

All policies shall identify the City as an additional insured (except Workers’ Compensation) and shall provide that the City shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverage shall be provided to the City at the execution of this contract. Each such certificate shall specifically refer to the contract

and shall state that such insurance is required by the contract. Failure to provide or to continue in force the following insurance shall be deemed a material breach of the contract and shall be grounds for immediate termination:

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.

ARTICLE VIII PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish a bond in a form and with a surety company approved by the City and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all his obligations under this contract, and making full payment for all labor performed or materials furnished in the work. The penal sum of the bonds shall be the full amount of the Contract price, including all services of whatever kind required thereby. Failure to provide such performance and payment bond shall be grounds for termination.

ARTICLE IX ASSIGNMENT

The Contractor shall not assign, sublet or otherwise transfer this contract, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this contract, except by and with the written consent of the City.

ARTICLE X INSPECTION AND REPORTS

The City shall have the right at any time to inspect the work of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the City. Whenever requested, the Contractor shall immediately furnish to the City full and complete written reports of his operation under this contract in such detail and with such information as the City may request.

ARTICLE XI CONTRACT DOCUMENTS

This agreement shall consist of the following documents, all of which are incorporated herein by reference and are an integral part of this agreement.

Where there is any inconsistency between the terms of these documents they shall take precedence in the order of their listing, as follows:

- Any modifications including but not limited to Change Adjustments, duly authorized after execution of the Agreement
- The Request for Proposal in its entirety (includes technical and price proposals)
- This Instrument

ARTICLE XII ENTIRE AGREEMENT

This contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS HEREOF, the parties to this AGREEMENT have hereunto set their hands and seals as of the day and year first above written.

CITY OF SALEM

CONTRACTOR

By: _____
Kimberley Driscoll
Mayor

By: _____
Its Duly Authorized Officer

By: _____
Whitney Haskell
Purchasing Agent

By: _____
Elizabeth Rennard, Esq.
City Solicitor

By: _____
David Knowlton
City Engineer

In accordance with M.G.L. c. 44, section 31C, this is to certify that an appropriation in the amount of this contract is available, therefore, and that the Town Accountant has been authorized to execute this contract and approve all requisitions and change orders.

Sarah Stanton
Finance Director

