

City of Salem, Massachusetts



Request for Proposals

R-53

Operation of Afterschool Programs at Salem Public Schools

February 24, 2016

PROPOSALS DUE:

Wednesday, March 16, 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-53
AFTERSCHOOL PROGRAMS
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-53
AFTERSCHOOL PROGRAMS
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.	Proposer demonstrates a proven successful track record of developing and executing after school programming for at least 3 years		
2.	Proposer demonstrates compliance with all Massachusetts DESE and Office for Children regulations, including licensing, staff qualifications, staff/student ratios, etc.		
3.	Proposer has safety procedures including adult check in and check out procedure to ensure pickup of children by authorized adults only, staff certified in first aid and CPT, understanding of SPS fire drill procedures		
4.	Proposer has the capacity to attend professional development instruction with SPS personnel.		
5.	Proposer must have a sliding scale fee structure that allows for low income students to attend programming while they are on the waitlist for a state voucher or provide an alternative program site at no cost to the student or City		
6.	Proposer must Work with school administration and after school liaison to streamline communication between school and afterschool program		

Applying For:

Site	<input checked="" type="checkbox"/>
Bates	
Bentley	
Bowditch	
Carlton	
Horace Mann	
Saltonstall	
Witchcraft Heights	

**REQUEST FOR PROPOSALS
R-53
AFTERSCHOOL PROGRAMS
PRICE PROPOSALS**

1. PAYMENTS TO THE CITY OF THE SALEM

The proposer agrees to pay the City, the amount listed below, payable in monthly installments:

Number of Students	Payment per Day
15 or fewer	\$62.00
16-26	\$74.00
27-39	\$93.00
40-52	\$111.00
53-65	\$137.00

2. COST TO ATTENDEES

1. Cost to family per student per day attended:

Days per Week	Cost per Day
5	\$
4	\$
3	\$
2	\$
1	\$

2. Sibling Discounts:

	Yes	No
Is a sibling discount offered?		

If yes, the percentage discount per day for a family with the number of students attending is:

Number of Students	Percent Discount
2	%
3	%
4	%
5	%

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PRINTED)

DATE

**REQUEST FOR PROPOSALS
R-53
AFTERSCHOOL PROGRAMS
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

The City of Salem is seeking proposals, from qualified vendors, to operate high-quality afterschool programming for SPS students.

The City expects to award contracts and notify proposers by May 1, 2016.

The term of any resulting lease shall commence on September 1, 2015 and terminate June 30, 2016, with the option to renew for up to two additional seasons, in one year increments.

A contract will be awarded for each site. Multiple sites may be awarded to a single proposer. Proposers must indicate which site(s) they are seeking to service. The specific academic needs of each site are defined below. Proposer must tailor their proposed program to meet that need. The Plan of Services will include generally applicable program information and section specific to the site.

1.1.2. SITE DESCRIPTIONS

Carlton Innovation Elementary School

The Carlton Innovation School is the smallest elementary school in Salem and serves students in grades K-5. Housed in a "green" building built in 2004, Carlton strives to incorporate and promote environmental awareness. Currently, our school is home to twelve multi-age classroom and two Learning Skills classes. Carlton was named an Innovation School by the Department of Education in September 2012, which allows it to operate with greater autonomy and flexibility with regard to curriculum, staffing, budget, schedule/calendar, professional development, and district policies. An Innovation School is able to implement innovative strategies to improve student achievement. Our guiding principle is the idea of continuous progress, which changes our instructional focus to each student as individuals. We enroll kindergarteners three times a year, at the start of each trimester and students are able to move through grades on a trimester basis.

Bentley Charter School

The scholars of Bentley Academy Charter School gain an unmatched elementary school experience through the use of teacher chosen curricula based on student needs, data to drive differentiated instruction, intentional experiences that enhance and support students' vision of themselves as collegiate scholars, and a focus on self-improvement for the whole school community that will prepare them for the rigors of middle school, high school, college, and beyond. BACS students strive to achieve at the same high levels regardless of socio-economic status, race, or other element of privilege or challenge. By applying our key design elements and with vigorous reinforcement of our core values, BACS works to eliminate the achievement gap and graduate students with the academic skills and personal mindset to

succeed in middle and high school so that a wide range of post-secondary options are available to them.

Bates Elementary School

By focusing on the enhancement of the arts, by building a foundation for literacy and by maximizing the potential of the whole child, the Bates School strives to guide our students beyond their creative horizons, surrounded by a safe, friendly, and child centered community. School's Theme: Our school theme is the enrichment of the arts. In this vein, we stress and integrate the arts within our programs. Every child performs in a choral presentation throughout the school year. We work closely with Salem's cultural institutions to align our social studies topics with culturally enriching activities. We have an annual art show in the Spring, displaying works from each child.

Witchcraft Elementary School

By being student focused in everything we do, by fostering the best teaching and learning practices, and by using the rich resources in the Salem community, the mission of the Salem Public Schools is to inspire students to realize their full potential and to prepare them to function successfully in a complex world.

Bowditch K-8

Our school theme is “Learning through Literacy and Languages”. Our program follows the Salem Public Schools' curricula and learning expectations with the added benefit of providing Spanish language instruction to all of our students. Our goal is to promote a high level of academic achievement in all subject areas, and to develop language proficiency in English and Spanish and appreciation of different cultures. We are a Title I School and follow the Response to Intervention approach to attend to our students' reading, mathematics and socio-emotional learning needs. Also, we house the District Autism Spectrum Disorder (ASD) Program in the Middle School, a successful educational program for students on the Autism Spectrum, that provides a comprehensive set of services and supports the full integration of these students into the life of our school community.

Saltonstall K-8

School is a special place in which to learn. Here, we have multi-age classes. Students are with the same teacher for two years. They really get to know their teachers and the teachers really get to know them. Saltonstall school has a longer school day. Students attend classes from 8-3 every day. At the Saltonstall, students examine all topics by looking at different ways of learning. The Saltonstall community knows that not all people learn in the same way. People are smart in many different ways. We respect one another for our differences.

Horace Mann Laboratory School

Founded in 1896, the Horace Mann Laboratory School has the welcoming feel of a small neighborhood school while drawing upon the comprehensive resources of Salem State University. Students develop balanced literacy skills through a “workshop” model and build

mathematical fluency and conceptual understanding through a strong K-5 curriculum. Science is enriched by in-class hands-on learning experiences and field trips led by the New England Aquarium, Salem Sound Coastwatch, and the Discovery Museum. We nurture not only children's curiosity and intellectual skills, but also their healthy social and emotional development. Our Responsive Classroom curriculum fosters a sense of safety and belonging. Horace Mann students are greeted by name when they arrive each morning and begin each day with a morning meeting. We benefit from a unique and long-standing relationship with Salem State University. Faculty collaborate regularly to design innovative and enriching learning experiences, and our students enjoy access to Salem State facilities, such as the South Campus gymnasium, the Learning Commons and the Mainstage Theater. We function as a true community, where all adults and children are respected and appreciated.

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, Wednesday, February 24, 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

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.

PLAN OF SERVICES

- A program description for proposed services at each site. Program should include:
 - Schedule
 - Descriptions for all student programming
 - Learning outcomes their curriculum aims for and their explicit links to Common Core standards and 21st Century Skills
 - Internal evaluation strategy for assessing program quality
 - **Discussion of how the proposed program fits with the mission of each school site proposed.**
- Partnership strategy that outlines how provider plans to establish and maintain a strong relationship with school

- A resume for site supervisor that demonstrates experience and ability to act as liaison to school staff
- Schedule of PD dates and content for after school staff
- Recruiting strategies for increasing access for high needs populations including homeless, ELL and low-income students.
- Transportation plan for students for which lack of transportation is a barrier to participation
- Proof of licensure from the state of Massachusetts
- Explanation of sliding scale fee structure
- Current references that speak to partner flexibility and capacity to effectively partner with school administration and staff
- Explanation of internal evaluation for academic and youth development goals
- Support strategy students with disabilities, ELL students and homeless students

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, 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

Programs will:

1. Run from when the regular school day lets out until 6 PM.
2. Maintain an adequate staff of employees for the efficient operation of the business. Including a site supervisor on-site for the entire duration of the program and for up to 6 hours per week of non-program time.
3. Engage students in enrichment, academic and wellness youth development programs.
4. Agree to a responsible use agreement for technology use within the building.
5. Arrange for snacks or meals that fit within the SPS wellness policy.
6. Coordinate with SPS to provide Safety Care Training to at least three staff members.
7. Conduct a needs assessment in partnership with the school to identify appropriate number of slots to offer in the program.
8. Adhere to emergency plan protocols laid out by the school.
9. Execute academic objectives such as targeted math or ELA support (dependent on school needs).
10. Ensure that all recruitment, enrollment and family engagement materials are translated into languages spoken by students of the school.
11. Employ staff who can communicate with families who do not speak English.
12. Manage and run 2 family engagement events throughout the year targeted at students in program but inclusive of entire building.
13. Work with school administration and after school liaison to streamline communication between school and afterschool program.
14. Retain one emergency slot per school to be filled on an as needed basis by the school and Director of Expanded Learning at no cost to the student.
15. Have a sliding scale fee structure that allows for low income students to attend programming while they are on the waitlist for a state voucher or provide an alternative program site at no cost to the student or City.
16. Cancel programming when school buildings are closed for snow or other circumstances.
17. Work collaboratively with the District's Homeless Coordinator and Director of Expanded Learning to develop a transportation plan for students for whom lack of transportation is a barrier to participation.
18. Collect data and deliver to school as appropriate.
19. Attend district PD days throughout the year according to school needs.
20. Utilize an evaluation system aligned with district goals
21. Provide accommodations as deemed appropriate by school and program for students with disabilities.
22. Align programming to school year schedule.
23. Send their site supervisor to quarterly check in meetings with Director of Expanded Learning

PART 4. EVALUATION AND SELECTION

4.1 MINIMUM REQUIREMENTS

1. Proposer demonstrates a proven successful track record of developing and executing after school programming for at least 3 years
2. Proposer demonstrates compliance with all Massachusetts DESE and Office for Children regulations, including licensing, staff qualifications, staff/student ratios, etc.
3. Proposer has safety procedures including adult check in and check out procedure to ensure pickup of children by authorized adults only, staff certified in first aid and CPR and understanding of SPS emergency protocol procedures.
4. Proposer has the capacity to attend professional development instruction with SPS personnel.
5. Proposer must have a sliding scale fee structure that allows for low income students to attend programming while they are on the waitlist for a state voucher or provide an alternative program site at no cost to the student or City
6. Proposer must work with school administration and after school liaison to streamline communication between school and afterschool program

4.2 COMPARATIVE CRITERIA

4.2.1 Plan for family engagement that includes school needs:

Highly Advantageous:	Has no plan
Advantageous:	Has plan that includes two engagement events for after school students
Not Advantageous:	Has plan that includes two engagement events for after school students that also includes families and students beyond the afterschool program

4.2.2 Recruitment plan:

Not Advantageous:	Has plan that recruits students with no attention to diversity
Advantageous:	Has plan that recruits students to reflect the diversity of the regular school day population
Highly Advantageous:	Has plan that reflects the diversity of the regular school day population with intentional inclusion of high needs students

4.2.3 Current references:

Not Advantageous:	Provides 3 current references
Advantageous:	Provides 3 current references that speak specifically to the quality of programming
Highly Advantageous:	Provides 3 current references that speak specifically to the quality of programming and ability to demonstrate flexibility and partnership skills

4.2.4 Strategy to support high needs students:

Not Advantageous:	Demonstrate willingness to support high needs students
Advantageous:	Provide evidence of specific plans developed to differentiate content and support individual high needs students enrolled in programming
Highly Advantageous:	Provide evidence of specific plans developed to differentiate content and support individual high needs students enrolled in programming and outline a proactive system to maximize inclusion for the broader benefit of high needs sub-groups

4.2.5 Quality of youth development/social emotional wellness programming:

Not Advantageous:	Has a research-driven program to work toward youth development/social emotional wellness goals
Advantageous:	Has a research-driven program that includes evaluation and professional development plan for achievement of youth development/social emotional wellness goals
Highly Advantageous:	Has a research-driven and proven program that includes PBIS alignment, evaluation and assessment of youth development/social emotional wellness goals

4.2.6 Quality of academic programming:

Not Advantageous:	Includes academic objectives
Advantageous:	Demonstrated ability to align programming to academic objectives based on school and student needs
Highly Advantageous:	Demonstrated ability to align programming to academic objectives based on school and student needs and measure outcomes

4.2.7 Individualized School Supports:

Not Advantageous:	Proposed plan meets the needs of elementary school students without specific attention to the unique needs of Salem Public Schools
Advantageous:	Proposed plan meets the needs of elementary school students with specific attention to the unique needs of Salem Public Schools
Highly Advantageous:	Proposed plan meets the needs of elementary school students with specific attention to the unique needs of Salem Public Schools and programmatic alignment specific to the site

4.3 RULE FOR AWARD

Each site's contract will be awarded to the proposer deemed most advantageous. Multiple contracts/sites may be awarded to a single proposer.

4.4 SELECTION PROCESS

Following the deadline for receipt of proposals, the Chief Procurement Officer ("CPO") will open the proposals and prepare a register of proposals submitted. The 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.

PART 5. TERMS AND CONDITIONS

5.1 TERM OF CONTRACT

The term of any resulting lease shall commence on September 1, 2015 and terminate June 30, 2015, with the option to renew for up to two additional seasons, 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 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.

5.4 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.

5.5 FEDERAL AND STATE LAW

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

5.6 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