

City of Salem, Massachusetts



Request for Proposals

R-69

Assessment Center for Beverly, Peabody and Salem Police Departments

Friday, May 27, 2016

PROPOSALS DUE:

Friday, June 17, 2016 at 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-69
ASSESSMENT CENTER
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-69
ASSESSMENT CENTER
CHECKLIST**

Submissions:

	Yes	No
1. Cover Sheet		
2. Proposer's Checklist (this sheet)		
3. Price Proposal		
• Price Proposal Form		
4. Non-Price/Technical Proposal		
• Required Certifications		
• Plan of Services		
5. Acknowledgement of Addenda: _____ Date: _____		

Minimum Requirements:

	Yes	No
Consultants must have at least three (3) years experience in conducting comprehensive assessment centers for Sergeants, including all elements identified in this RFP.		
Consultants must have completed at least five (5) comprehensive assessment centers for Sergeants, including all elements identified in this RFP.		
A statement that Consultants will follow the International Congress on Assessment Center Methods http://www.assessmentcenters.org/articles.asp , especially Guidelines and Ethical Considerations for Assessment Center Operations, International Public Management Association Assessment Council (IPMAAC) http://www.assessmentcenters.org/Assessmentcenters/media/2014/2014-Final-Presentations/International-AC-Guidelines-6th-Edition-2014.pdf		
A statement that the vendor and consultants abide by the Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection procedures. https://www.gpo.gov/fdsys/pkg/CFR-2011-title29-vol4/xml/CFR-2011-title29-vol4-part1607.xml		

**REQUEST FOR PROPOSALS
R-69
ASSESSMENT CENTER
PRICE PROPOSAL**

Proposer agrees to complete the scope of services contained herein for the total price of:

\$ _____

(figures)

_____ DOLLARS AND _____

_____ CENTS.

(written)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PRINTED)

DATE

**REQUEST FOR PROPOSALS
R-69
ASSESSMENT CENTER
REQUIRED CERTIFICATIONS**

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)

(Federal Tax Identification or Social Security Number)

(Date)

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)

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 Proposer)

(Federal Tax Identification or Social Security Number)

(Date)

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

1.1.1 INTRODUCTION

The Police Departments of the Cities of Salem, Beverly and Peabody, Massachusetts are each looking to fill the position of sergeant. In total, there are fourteen (14) candidates that are eligible to participate in the assessment center as a weighted, graded component of the examination process for the title of Sergeant.

To that end, the communities are jointly seeking a consultant to develop, construct, validate, administer and score the assessment center component for the title of Police Sergeant.

Each community's exercises may be modified to meet the specific needs of each community and to address particular areas of concern. The communities expect the assessment to be conducted in July of 2016, at a mutually agreed upon neutral site to be secured by the involved departments.

Percentages of Delegation Agreements for Each Community:

Salem:	40% Written, 40% Assessment Center, 20% Education and Experience
Beverly:	40% Written, 40% Assessment Center, 20% Education and Experience
Peabody:	40% Written, 40% Assessment Center, 20% Education and Experience

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, Friday, May 27, 2016.

The RFP and related documents shall be available for free download from the City’s Purchasing Department website at saalem.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, 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

1. Name, address, and telephone number of firm;
2. Name, telephone number, and email address of designated contact person for this project;
3. A description of the general skills of the firm, including a description of the consultant's familiarity with selection, assessment center and hiring processes for leadership positions in the field of public safety.
4. Resumes of the principal(s) who will be providing the services under this contract, including the number of hours each principal is expected to devote to this project;
5. A description of the manner in which the consultant will fulfill the Scope of Services as outlined in Part III of this Request for Proposals and the proposed timetable for project completion, including a timeline ending in mid-May.

6. A list of at least five (5) projects of similar nature and magnitude performed by the consultant within the last three (3) years, including the client's name address, telephone number, contact person, and brief project description.
7. Samples of work, such as a comprehensive proposal for another municipality, including a copy of an assessment center plan and subsequent recommendation.

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 **Friday, June 17, 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

1. Develop, construct, validate, administer and score the assessment center component as a weighted, graded component of the examination process for the title of Police Sergeant.
2. Provide a job analysis report for each community to include evidence of validation gathered for the examination before the assessment center is conducted.
3. Agree to defend the examination should it be necessary based on an appeal pursuant to M.G.L. Chapter 31, section 2(b.)
4. The assessment center will incorporate a series of exercises based on the job analysis provided by the vendor to the respective cities and the job descriptions provided by each community for the position of sergeant which will evaluate, at a minimum, the candidate's ability to:
 - i. Analyze situations quickly and objectively and to determine proper course of action;
 - ii. Direct, supervise and monitor work of subordinates
 - iii. Review and approve written reports, prepared by subordinate personnel or other employees
 - iv. Administer and enforce departmental policies rules and regulations
 - v. Plan organize and schedule the work of subordinates
 - vi. Provide information and assistance to the general public
 - vii. Review interpret and disseminate information, directives, and policies to subordinate personnel or other employees
 - viii. Inspect police personnel, equipment, and facilities to ensure compliance with departmental regulation.
 - ix. Communicate effectively
5. Determination of the knowledge, skills, abilities and personal characteristics (KSAP's) that are supported by job analysis data that will be evaluated during the assessment center exercises.
6. The security plan that will be utilized to ensure the integrity of the assessment center.
7. Agree to abide by the Delegation Agreements for Assessment Centers that have been entered into between the Human Resources Division and the respective cities.
8. A list of selected assessors and their credentials will be provided to the City in advance of scheduling the assessment.
9. Submit assessment center component scores to HRD.

PART 4. EVALUATION AND SELECTION

4.1 MINIMUM REQUIREMENTS

1. Consultants must have at least three (3) years experience in conducting comprehensive assessment centers for Sergeants, including all elements identified in this RFP.
2. Consultants must have completed at least five (5) comprehensive assessment centers for Sergeants, including all elements identified in this RFP.
3. A statement that Consultants will follow the International Congress on Assessment Center Methods <http://www.assessmentcenters.org/articles.asp>, especially *Guidelines and Ethical Considerations for Assessment Center Operations*, International Public Management Association Assessment Council (IPMAAC)
<http://www.assessmentcenters.org/Assessmentcenters/media/2014/2014-Final-Presentations/International-AC-Guidelines-6th-Edition-2014.pdf>
4. A statement that the vendor and consultants abide by the Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection procedures.
<https://www.gpo.gov/fdsys/pkg/CFR-2011-title29-vol4/xml/CFR-2011-title29-vol4-part1607.xml>

4.2 COMPARATIVE CRITERIA

1. Experience:

Highly Advantageous:	Consultant has ten (10) or more years experience in planning and implementing assessment centers for Sergeants.
Advantageous:	Consultant has more than five (5) but less than ten (10) years experience in planning and implementing assessment centers for Sergeants.
Not Advantageous:	Consultant has more than three (3) but less than five (5) years experience in planning and implementing assessment centers for Sergeants.

2. Similar Assessment Centers

Highly Advantageous:	Consultant has successfully completed more than ten (10) similar assessment centers comparable to this project.
Advantageous:	Consultant successfully has completed more than five (5) but less than ten (10) similar assessment centers comparable to this project.
Not Advantageous:	Consultant has successfully completed less than five (5) similar assessment centers comparable to this project.

3. Staff

Highly Advantageous:	Consultant assigns a principal consultant to the project who has
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	participated in at least ten (10) comparable assessment centers.
Advantageous:	Consultant assigns a principal consultant to the project who has participated in at least five (5), but less than ten (10) comparable assessment centers.
Not Advantageous:	Consultant assigns a principal consultant to the project who has participated in less than five (5) comparable assessment centers.

4. Plan of Services

Highly Advantageous:	Consultant has a well-defined and developed plan which demonstrates a clear understanding of the scope of services to be performed, and presents a well-defined and thorough plan to carry out that scope.
Advantageous:	Consultant has a sufficiently defined and developed Plan of Services in response to this Request for Proposals and demonstrates an adequate plan to carry out the scope of services.
Not Advantageous:	Consultant has an inadequately defined and developed Plan of Services in response to this Request for Proposals that is an incomplete and/or unclear and does not demonstrate an understanding of the scope.

5. Quality of Work/References:

Highly Advantageous:	Consultant provides five (5) or more references, all of which are favorable.
Advantageous:	Consultant provides more than three (3), but less than five (5) references which are favorable.
Not Advantageous:	Consultant provides references and more than one is not favorable.

6. Presentation/Interview:

Highly Advantageous:	Consultant receives an overall rating of “highly advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills. For an interview/presentation to be deemed “highly advantageous,” consultant will demonstrate 1) the ability to communicate and work effectively with the municipalities, 2) that the consultant has a firm grasp of the objectives, and 3) that the consultant has the capacity necessary resources to accomplish the objectives.
Advantageous:	Consultant receives an overall rating of “advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills. For an interview to be deemed “advantageous”, the consultant’s interview/presentation may be generally adequate but not full address one of the requirement elements listed above to the interview panel’s satisfaction, or be complete but disorganized or unclear.
Not Advantageous:	Consultant receives an overall rating of “not advantageous” from the interview panel based upon materials provided, clarity of presentation

	and public presentation skills. For an interview/presentation to be deemed “not advantageous”, the consultant fails to demonstrate any of the required elements listed above and/or is incomplete, disorganized or unclear.
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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

It is expected that the assessment center will be conducted in July of 2016 and that the process be complete on or around August 1, 2016.

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.

The insurance in force must include Errors and Omissions. Vendor must provide City with a copy of its fiduciary liability policy and the coverage amounts.

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 _____ 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.

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