

City of Salem, Massachusetts



## Request for Proposals

S-09

# Operation of Enrichment Programs for Nathaniel Bowditch School

August 10, 2016

**PROPOSALS DUE:**

**Friday, August 26, 2016, 11:00 AM**

\*Late proposals will be rejected

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

**REQUEST FOR PROPOSALS  
S-09  
ENRICHMENT PROGRAM  
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  
S-09  
ENRICHMENT PROGRAM  
CHECKLIST**

**Submissions:**

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

**Minimum Requirements:**

		Yes	No
1.	Demonstrated ability to host 280 students per week at a facility other than the school from 9-12		
2.	Have access to a pool		
3.	Have safety procedures to ensure student safety including staff certified in first aid and CPR and understanding of SPS emergency protocol procedures		

**REQUEST FOR PROPOSALS**  
**S-09**  
**ENRICHMENT PROGRAM**  
**PRICE PROPOSALS**

Proposer agrees to perform the scope of services described herein for the following price.

\$ \_\_\_\_\_  
(figures)

\_\_\_\_\_ DOLLARS AND \_\_\_\_\_

\_\_\_\_\_ CENTS.  
(written)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
NAME (PRINTED)

\_\_\_\_\_  
DATE

**REQUEST FOR PROPOSALS  
S-09  
ENRICHMENT PROGRAM  
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 enrichment programming for Nathaniel Bowditch students.

The term of any resulting lease shall commence on September 1, 2016 and terminate June 30, 2017, with the option to renew for up to two additional seasons, in one year increments.

#### **1.1.2. SITE DESCRIPTION**

##### 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.

### **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, August 12, 2016.

The RFP and related documents shall be available for free download from the City’s Purchasing Department website at [www.salem.com/purchasing](http://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.
- Facility overview of planned location for off school site programming

### **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, August 26, 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, 2<sup>nd</sup> 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](mailto:whaskell@salem.com) at least five (5) days prior to the bid opening date. Written responses will be mailed to all bidders on record as having picked up the 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**

Operator will:

- Run programming for all 4<sup>th</sup> and 5<sup>th</sup> graders at NBS every Tuesday between 9 and 12 at a host site
- Run programming for all 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup> graders at NBS every Tuesday between 9 and 12 at a host site
  - Programming will include the following:
    - Theatre
    - Music
    - Dance
    - Film
    - graphic design
    - digital recording
    - swimming
- Coordinate sign ups and class rosters
- Provide 1 Site Coordinator to support program time
- Run programming with a 1:10 ratio
- Operate enrichments on a trimester basis
- Provide all program materials
- Coordinate and run one showcase per trimester
- Offer 3-5 sessions of programming for students in K-3
- Provide program descriptions for parents and students to utilize when selecting their class choice

## PART 4. EVALUATION AND SELECTION

### 4.1 MINIMUM REQUIREMENTS

1. Demonstrated ability to host 280 students per week at a facility other than the school from 9-12
2. Have access to a pool
3. Have safety procedures to ensure student safety including staff certified in first aid and CPR and understanding of SPS emergency protocol procedures

### 4.2 COMPARATIVE CRITERIA

#### 4.2.1 Curriculum:

Not Advantageous:	Has no curriculum for enrichment classes
Advantageous:	Has enrichment curriculum for some enrichment classes
Highly Advantageous:	Has enrichment curriculum for all enrichment classes

#### 4.2.2 Program offerings:

Not Advantageous:	Has the ability to offer programming in three or less of the following areas: Theatre, Music, Dance, Film, graphic design, digital recording, swimming
Advantageous:	Has the ability to offer programming in 5 or less of the following areas: Theatre, Music, Dance, Film, graphic design, digital recording, swimming
Highly Advantageous:	Has the ability to offer programming in all of the following areas: Theatre, Music, Dance, Film, graphic design, digital recording, swimming

#### 4.2.3 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
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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

#### **4.3 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, 2016 and terminate June 30, 2017, 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