

City of Salem, Massachusetts



## Request for Proposals

S-10

# Automated On Demand Bicycle Sharing System

August 29, 2016

**PROPOSALS DUE:**

**Wednesday, September 14, 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-10  
BIKE SHARE 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-10  
BIKE SHARE 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)*
  - Plan of Services
- Acknowledgement of Addenda: \_\_\_\_\_ *(if applicable)*

**Minimum Requirements:**

		Yes	No
1.	Proposer must be a business regularly engaged in providing the services described herein.		
2.	Proposer must be able to provide a certificate of insurance for the requirements listed.		
3.	Proposer's submission must be complete.		

**REQUEST FOR PROPOSALS**  
**S-10**  
**BIKE SHARE PROGRAM**  
**PRICE PROPOSAL**

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

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

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

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

Proposer may attach additional documentation providing a breakdown of, or further explanation of the costs.

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

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

\_\_\_\_\_  
DATE

**REQUEST FOR PROPOSALS**  
**S-10**  
**BIKE SHARE 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 issuing a Request for Proposals from qualified firms or organizations interested in providing a flexible and automated on-demand bicycle sharing system. The system will allow people to rent bicycles at low cost within a specified network of stations, and return them to any other station within the system. The program is intended to be launched in Spring 2017.

### **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, Monday, August 29, 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

**Marketing Plan:** The successful Proposer will propose appropriate branding and identity decisions to City of Salem, and market bike sharing in Salem with the goal of supporting a successful program in the first year of operation.

These requirements include:

1. Development of brand, image, logo and marketing plan for the bike sharing system. The City of Salem will have final say on system branding, logos and images.
2. Development of website, web-based applications, and smart-phone applications appropriate for system.

3. Identifying target markets with estimated percentages of user demographics.
4. Identifying key messages for different target markets.
5. Identifying social media strategies.
6. Identifying strategies to engage low-income users and traditionally under-represented groups including communities of color, immigrants, refugees and individuals that do not use traditional banking services.

Pricing Strategy, Payment Systems, and Marketing Plan: The successful Proposer will develop a plan that addresses maximizing ridership and net revenue as well as low income patron access. The successful Proposer shall provide membership and user- fee pricing models with ridership and net revenue projections for each model for comparison.

### **System & Station Management**

This aspect of the bicycle share program will include, but not be limited to, the on-going operation of the bicycle sharing program through staffing, system and station management, member services, marketing, collection of payments in a manner that is consistent with the City of Salem requirements and State Laws including identifying any third party vendors involved in the collection of payments and working with Salem partner financial institutions to process credit card payments (convenient payment mechanisms for non-credit card holders should also be provided, if feasible), maintaining sponsorships, and customer service.

The successful Proposer will enter into a Services Contract with the City to operate a bike sharing system for up to three years. The intent of the City of Salem is to provide the selected respondent with sufficient resources, including planning costs, system start-up costs and assistance with station locations for the first three (3) years of deployment.

1. The Proposer shall be responsible for the day-to-day operation and maintenance of the bike sharing system. Operation includes, but is not limited to, continuous (24-hour) operation and management of the system, 24-hour customer service and support, maintenance, an agreed upon minimum percentage of fleet operable at any time, and system monitoring and balancing.
2. Such maintenance shall include, but is not limited to, inspecting and repairing bicycles, cleaning and removing graffiti from the system structures on a timely basis, including removal of debris, snow and ice in and around the system structures, preventive maintenance and prompt repairs.
3. Repairs and maintenance of bicycles shall be contracted to a local bicycle shop to keep business local and support local small businesses.
4. The system management will include annual performance reports and presentations to elaborate on public response to the system by establishing evaluation metric related to ridership, projected vehicle trip reductions, and private buy-in to sponsorships; the

performance report will elaborate on engagement of significant future partners for widening the reach of the network.

Key Requirements of the Proposal:

- Understanding of City of Salem infrastructure, demographics, and its unique characteristics
- Concise and comprehensive implementation plan for all phases of implementation
- Projected Costs of Implementation for all Phases
- Marketing Strategy
- Timeline for Implementation
- Locations Plan
- Performance Standards/Evaluation
- Customer Service
- State-of-the-art bicycles, racks, locking mechanisms, networking, and system components.
- Describe the specifications of the hardware, technology, and software (i.e. solar powered, cell enabled, PCI-Compliant, GPS, etc.)
- Operation/Maintenance Plan
- Creation of Green Jobs
- Ability to track system use and performance
- Integration and Expansion of the System

The above list is not all-inclusive. It is expected that the proposal will include technical discussions recommending additions, deletions, unique features, examples, and best practices. The City of Salem is not interested in proposals recommending E-Bikes or any motorized assisted bicycles.

## 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, September 14, 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, 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 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**

The City of Salem intends to enter into a contract for planning, deploying and management of a self-sufficient, independently operated bike share system requiring no City staff maintenance. Key metrics of a successful bike share program will include:

- The system should allow for bicycles to be accessed from self-service kiosks or racks by subscribers and walk-up renters. A subscriber shall be able to register via a website, cell phone, or smart phone, submit payment data, and execute a user agreement. Subscriptions should be weekly, monthly, or annual.
- Walk-up renters (tourists, first-time users, etc.) shall be able to rent bicycles directly at the stations, including submitting credit cards, registering, and executing a user agreement, all via a website, smartphone, or cell phone.
- The system has the ability to maximize the use of bike sharing by making it inviting and simple to use for first-time riders. Attracting, retaining, and increasing ridership requires providing the highest quality backend operation, maintenance, and customer service possible. Distribution of bikes throughout the system at all times, excellent station maintenance and safe bicycle working conditions, as well as addressing customer needs are critical factors.

## PART 4. EVALUATION AND SELECTION

### 4.1 EVALUATION METHOD

The Statement of Proposals will be reviewed and evaluated by a selection committee according to the firm/project team’s relevant knowledge and experience in the elements described in the summary of services requested and the ability to undertake and complete the project in a timely manner. Specific evaluation criteria will include the following:

<b>Ranking Criteria Scoring</b>	
Demonstrated capacity to provide requested services	30
Familiarity with City of Salem geography for bike share station placement, and population as it relates to bike share	10
Cost of services	15
Experience with similar projects	10
Ability and expertise of the firm’s key personnel	20
Overall Quality of Client References	15
<b>Total</b>	<b>100</b>

The sum of the above evaluation criteria has a maximum value of 100 points.

Proposals will be reviewed by a committee consisting of representatives from:

- Department of Planning and Community Development
- City of Salem Bicycling Advisory Committee
- Purchasing Department
- Mayor’s Office

### 4.2 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.

### 4.3 SELECTION

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



open and evaluate the price proposals, and award the contract to the most advantageous proposal taking into account the evaluation criteria and price.

## PART 5. TERMS AND CONDITIONS

### 5.1 TERM OF CONTRACT

The City expects that any contract that may result from this procurement shall be for a term of one year with two options to renew.

### 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.

**ATTACHMENT A-SAMPLE CONTRACT**

**CITY OF SALEM**

\_\_\_\_\_ **DEPARTMENT**

\_\_\_\_\_ **CONTRACT # S-\_\_\_\_\_**

This Contract made this \_\_\_ day of \_\_\_\_\_, by and between the City of Salem, a municipal corporation located within the Commonwealth of Massachusetts, (hereinafter, the “City”), and \_\_\_\_\_, a corporation with a business address at \_\_\_\_\_ (hereinafter, the “Vendor”).

Article 1

Scope of Services

The Vendor shall provide the City of Salem with all labor, materials, and supervision to provide \_\_\_\_\_ in accordance with \_\_\_\_\_ #\_\_-\_\_\_\_\_ which is incorporated herein in full. Contract documents shall include said Invitation for Bids, Vendor’s proposal dated \_\_\_\_\_, and Insurance Certificates, all of which are incorporated by reference.

Article II

Term of Contract

This contract shall be effective \_\_\_\_\_, with the option to renew for up to two (2) additional one-year terms. The City shall retain the sole discretion in the exercise of each option to renew, any such option to be exercised following proper notice to the Vendor. The exercise of each option to renew shall be subject to appropriation.

Article III

Compensation

Compensation for work performed pursuant to the Contract shall be paid in compliance with the amounts listed in Attachment B.

Article IV

Affirmative Action

The parties hereto agree that it shall be a material breach of the contract for the Vendor to engage in any practice which shall violate any provision of the Massachusetts General Laws, Chapter 151B, relative to discrimination or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

Article V

Compliance with Laws

The Vendor shall comply with all Federal, State, and local laws, rules, regulation and orders applicable to the work provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits and approvals.

Article VI  
Incorporation of G.L.

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as through such terms were set forth in full herein, to the extent that the same are applicable to this Contract and the Vendor.

Article VII  
Independent Contractor

The Contract acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the Town for any purpose.

Article VIII  
City's Liability

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

Article IX  
Indemnification

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

Article X  
Insurance

A. The Vendor shall obtain and maintain during the term of this Contract the insurance coverage required in the Invitation for Bids

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

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

Article XI  
Assignment

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

Article XII  
Inspection and Reports

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

Article XIII  
Termination for Cause

If, at any time during the term of this Contract, the City determined that the Vendor has breached the terms of this Contract by negligently or incompletely performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the City, or by not complying with the direction of the City or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provision, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Vendor to cure such breach within 10 days. The Vendor specifically agrees that it shall indemnify and hold harmless the City as provided in Article IX, from any loss, damage, cost, change, expense or claim arising out of resulting from such breach, regardless of its knowledge or authorization of the actions resulting in the breach. If the Vendor fails to cure said breach within 10 days, the City may, at its election at any time after the expiration of said 10 days, terminate the Contract by giving written notice thereof to the Contractor specifying the effective date of termination. Upon the date so specified, this Contract shall terminate. Such terminate shall not prejudice or waive any rights or action which the City may have against the Contractor up to the date of such termination and the Vendor shall be liable to the City for any amount which it may be required to pay in excess of the Contract sum provided herein in order to complete the work specified herein in a timely manner.

XIV  
Notice

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Article XV  
Severability

If any term of condition of the Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced

Article XVI  
Governing Law

The Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of the appropriate courts for the adjudication of disputes arising out this Contract.

Article XVII  
Entire Agreement

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

**AECOM:**  
**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