

City of Salem, Massachusetts



Request for Proposals

S-29

**Develop & Enhance Curriculum for Salem Public Schools**

March 6, 2017

**PROPOSALS DUE:**

**Tuesday, March 21, 2017, 2:00 PM**

\*Late proposals will be rejected

Whitney C. Haskell  
Purchasing Agent  
93 Washington Street  
Salem, MA 01970  
[whaskell@salem.com](mailto:whaskell@salem.com)  
(978) 619-5695

**REQUEST FOR PROPOSALS**  
**S-29**  
**CURRICULUM DEVELOPMENT**  
**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-29  
CURRICULUM DEVELOPMENT  
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		
	• Program Proposal		
	• Reference Form		
	• Background Check Acknowledgement		
5.	Acknowledgement of Addenda:    Addendum #1    Date: _____ Addendum #2    Date: _____ Addendum #3    Date: _____ Addendum #4    Date: _____		

**Minimum Requirements:**

		Yes	No
1.	At least three references from other communities where proposer has provided similar services.		
2.	Sample unit trajectory of workshops and a sample workshop plan for each proposed unit.		
3.	All staff will be required to comply with SPS policies regarding background checks.		

**REQUEST FOR PROPOSALS**  
**S-29**  
**CURRICULUM DEVELOPMENT**  
**PRICE PROPOSAL**

A proposed total project cost for each proposed unit, outlining the costs of each portion of the project:

**Total:**

English Language Arts for Grades K – 2: \_\_\_\_\_

English Language Arts for Grades 3 – 5: \_\_\_\_\_

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

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

\_\_\_\_\_  
DATE

**REQUEST FOR PROPOSALS  
S-29  
CURRICULUM DEVELOPMENT  
REQUIRED 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 DESCRIPTION**

The City of Salem is seeking proposals from qualified organizations or individuals to develop and enhance existing curriculum units in English Language Arts for grades K – 2 and for English Language Arts for grades 3 – 5. This project will begin in the spring of 2017, and will be completed during the first half of the school year 2017-2018.

Proposers may respond to either English Language Arts for grades K – 2 or for English Language Arts for grades 3 – 5, or both. The City of Salem will award one or two contracts, as is deemed to be in the best interest of the City.

The City reserves the right to award no contracts at all if it is deemed to be in the best interest of the City.

### **1.2 APPLICABLE LAW**

This procurement is being conducted pursuant to Massachusetts General Law 30B, Section 6.

### **1.3 APPROVAL**

Any contract(s) 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 thirty (30) 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, March 6, 2017.

The RFP and related documents shall be available for free download from the City’s Purchasing Department website at <http://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, 3rd Floor, Salem, MA 01970, between the hours of 8:00 AM-4:00 PM on Monday-Wednesday, 8:00-7:00 PM on Thursday, and 8:00 AM-12:00 PM on Friday.

## 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 the proposal.

#### 2.1.1 PRICE PROPOSAL FORM

Every proposal must include a completed 'Price Proposal Form'.

#### 2.1.2 NON-PRICE/TECHNICAL PROPOSAL

Each proposal must include a Non-Price/Technical proposal, as described in more detail below.

##### 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.

##### PROJECT PROPOSAL

The Project Proposal is outlined in detail below in section 3.

### 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, for each proposal submitted.**

#### 2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **2:00 PM, Tuesday, March 21, 2017.**

Any proposal received after that time shall be rejected as non-responsive.

Email and facsimile submissions will not be accepted.

#### 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.

### 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 one (4) copies of each proposal.

### 2.2.5 LABELING

Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer.

## 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, 120 Washington Street, 3rd 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 3A. SCOPE OF SERVICES – ENGLISH LANGUAGE ARTS, GRADES K-2**

**General Description:**

The City of Salem is seeking proposals from a qualified organization to develop and enhance existing curriculum units in English Language Arts for grades K - 2. This project will begin in the spring of 2017, and will be completed during the first half of the school year 2017-2018.

**Program Proposal Requirements:**

**Section One – Project Description:**

Salem Public Schools has an online curriculum map repository that contains the district’s agreed-upon content and skills for each grade level course, including those within the scope of this project (K-2 ELA).

The overarching goals of this project are to:

- Provide guidance to teachers through a trajectory of essential workshops that build upon each other toward the expected student outcomes for the unit.
- Organize existing resources into manageable chunks to help teachers (especially new teachers) plan more effectively.
- Develop a strong connection between the reading and writing sections of the literacy block.
- Ensure a close alignment between assessments and expected student outcomes.
- Incorporate science and social studies texts in order to infuse content into the literacy block, a best practice for schools with a high percentage of English Language Learners.

The unit maps are arranged as follows:

Stage I	Overview of the unit, essential questions, enduring understandings, and required content skills
Stage II	Assessments
Stage III	Trajectory of workshops

The curriculum unit developer will:

- Review/adjust Stage I of each unit to ensure that the reading and writing content and skills are connected.
- Review/adjust Stage II end-of-unit assessments to ensure alignment with expected outcomes.
- Add formative assessments to Stage II as needed (drawing from Stage III workshops).
- Develop Stage III:
  - Review available resources and select essential reading and writing workshops.
  - Arrange these workshops in a logical arc or trajectory across the unit.
  - Summarize workshops so that teachers can quickly ascertain:
    - The focus teaching point
    - Guided practice activities
    - Resources
    - How to check for understanding
  - Develop schematic workshop plans for each workshop.
  - Research appropriate mentor texts and student texts that connect ELA instruction to concurrent and relevant science and/or social studies topics.
- Develop units within the online curriculum map platform.
- Work collaboratively with the Teaching & Learning Office, literacy coaches, and teacher focus groups to gather feedback and plan next steps.

### **Section Two – Qualifications:**

- Possess a comprehensive knowledge and understanding of the Massachusetts English Language Arts Framework (March 2011), including the shifts required by the Common Core.
- Have extensive experience in early literacy curriculum development, effective instructional practices, and assessment alignment.
- Have an in-depth knowledge of the workshop model of literacy instruction, particularly as the model applies to the early grades.
- Possess familiarity with Lucy Calkins and Teachers' College resources.
- Be able to develop aligned curriculum through Understanding by Design's "backward planning".
- Demonstrate past success in the management, execution, and delivery of complex curriculum development tasks.
- Work collaboratively with the Salem Public Schools Teaching & Learning Office, literacy coaches, and teacher focus groups to meet benchmarks and gather feedback on the work at predetermined intervals.
- Provide at least three (3) references from school districts where the proposer has successfully provided comparable services. The Salem Public Schools may be used as one of these references (as applicable).

### **Section Three – Proposal:**

- Interested applicants should review an existing sample map (see Grade 1, Unit 3, attached). This provides an idea of the work that has been done to date.
- Applicants should also review the sample workshop planning template (attached).
- The proposal should provide a cost estimate for a total of thirteen units: grade K (four units); grade 1 (four units); grade 2 (five units). Each unit will contain approximately 20 essential workshops.
- Applicants must provide a sample unit trajectory of workshops and a sample workshop plan to demonstrate the quality of their work.

**PART 3B. SCOPE OF SERVICES – ENGLISH LANGUAGE ARTS, GRADES K-2**

**General Description:**

The City of Salem is seeking proposals from a qualified organization to enhance existing curriculum units in English Language Arts for grades 3 -5. This project will begin in the spring of 2017, and will be completed during the first half of the school year 2017-2018.

**Project Proposal Requirements:**

**Section One – Project Description:**

Salem Public Schools has an online curriculum map repository that contains the district’s agreed-upon content and skills for each grade level course, including those within the scope of this project (Grades 3-5 ELA).

The overarching goals of this project are to:

- Provide guidance to teachers through a trajectory of essential workshops that build upon each other toward the expected student outcomes for the unit.
- Organize existing resources into manageable chunks to help teachers (especially new teachers) plan more effectively.
- Develop a strong connection between the reading and writing sections of the literacy block.
- Ensure a close alignment between assessments and expected student outcomes.
- Incorporate science and social studies texts in order to infuse content into the literacy block, a best practice for schools with a high percentage of English Language Learners.

The unit maps are arranged as follows:

Stage I	Overview of the unit, essential questions, enduring understandings, and required content skills
Stage II	Assessments
Stage III	Trajectory of workshops

The curriculum unit developer will:

- Review/adjust Stage I of each unit to ensure that the reading and writing content and skills are connected.
- Review/adjust Stage II end-of-unit assessments to ensure alignment with expected outcomes.
- Add formative assessments to Stage II as needed (drawing from Stage III workshops).
- Develop Stage III:
  - Review available resources and select essential reading and writing workshops.
  - Arrange these workshops in a logical arc or trajectory across the unit.
  - Summarize workshops so that teachers can quickly ascertain:
    - The focus teaching point
    - Guided practice activities
    - Resources
    - How to check for understanding
  - Develop workshop/lesson overviews (see attached template).
  - Research appropriate mentor texts and student texts that connect ELA instruction to concurrent and relevant science and/or social studies topics.
- Develop units within the online curriculum map platform.
- Work collaboratively with the Teaching & Learning Office, literacy coaches, and teacher focus groups to gather feedback and plan next steps.

## **Section Two – Qualifications:**

### **Applicants will:**

- Possess a comprehensive knowledge and understanding of the Massachusetts English Language Arts Framework (March 2011), including the shifts required by the Common Core.
- Have extensive experience in elementary literacy curriculum development, effective instructional practices, and assessment alignment.
- Have an in-depth knowledge of the workshop model of literacy instruction, particularly as the model applies to the early grades.
- Possess familiarity with Lucy Calkins and Teachers' College resources.
- Be able to develop aligned curriculum through Understanding by Design's "backward planning".
- Demonstrate past success in the management, execution, and delivery of complex curriculum development tasks.
- Work collaboratively with the Salem Public Schools Teaching & Learning Office, literacy coaches, and teacher focus groups to meet benchmarks and gather feedback on the work at predetermined intervals.
- Provide at least three (3) references from school districts where the proposer has successfully provided comparable services. The Salem Public Schools may be used as one of these references (as applicable).

## **Section Three – Proposal:**

- Interested applicants should review an existing sample map (Grade 4, Unit 1, attached). This provides an idea of the work that has been done to date.
- Applicants should also review the sample workshop planning template (attached).
- The proposal should provide a cost estimate for a total of sixteen units: grade 3 (six units); grade 4 (five units); grade 5 (five units). Each unit will contain approximately 20 essential workshops.
- Applicants must provide a sample unit trajectory of workshops and a sample workshop plan to demonstrate the quality of their work.



## PART 4. EVALUATION AND SELECTION

### 4.1 MINIMUM REQUIREMENTS

1. At least three references from other communities where proposer has provided similar services.
2. Sample unit trajectory of workshops and a sample workshop plan for each proposed unit.
3. All staff will be required to comply with SPS policies regarding background checks.

### 4.2 COMPARATIVE EVALUATION CRITERIA

If the proposer meets all the above quality requirements, the comparative evaluative criteria listed below shall be used to rank Proposals. Also, below are the standards a proposer must meet in order to receive the described ranking.

#### 3.3.1 EXPERIENCE & SUCCESS IN PROVIDING COMPARABLE SERVICES

Proposers must demonstrate thorough knowledge and application of the Massachusetts literacy curriculum frameworks for the unit or unit(s) for which they are proposing to develop. Preference will be given to the proposer whose supporting documentation and references clearly demonstrate that they have a record of success, having led similar projects in at least three school districts (preferably in at least one urban area).

<b>Highly Advantageous</b>	The Proposer has conducted similar curriculum work of a similar nature in at least three school districts of similar size to the Proposal for at least three years each.
<b>Advantageous</b>	The Proposer has conducted similar curriculum work in fewer than three districts but for two or more years.
<b>Not Advantageous</b>	The proposer has not conducted similar curriculum work and/or has limited experience in this field.

#### 3.3.2 EVIDENCE OF KNOWLEDGE AND EXPERIENCE WORKING WITH LUCY CALKINS READING AND WRITING UNITS

Preference will be given to the proposer(s) whose supporting documentation and references clearly demonstrate that they have experience working with Lucy Calkins reading and writing units.

<b>Highly Advantageous</b>	The Proposer has demonstrated experience working with Lucy Calkins reading and writing units for at least three years.
<b>Advantageous</b>	The Proposer has demonstrated experience working with Lucy Calkins reading and writing units for fewer than three but for two or more years.
<b>Not Advantageous</b>	The proposer does not have demonstrated experience working with Lucy Calkins reading and writing units.

#### 3.3.3 EVIDENCE OF EXPERIENCE DEVELOPING STANDARDS-BASED FORMATIVE AND SUMMATIVE ASSESSMENTS, AND OF DEVELOPING TEXT SETS.

Preference will be given to the Proposer who provides an organized system of pre/post program student assessment utilizing valid, reliable measures and the capacity to monitor student progress on a regular basis.

<b>Highly Advantageous</b>	The Proposer can demonstrate experience with developing effective,
----------------------------	--

	standards-based formative and summative assessments, and of developing text sets, in at least three school districts or for at least three years.
<b>Advantageous</b>	The Proposer can demonstrate experience with developing effective, standards-based formative and summative assessments, and of developing text sets, in at least one school districts or for at least two years.
<b>Not Advantageous</b>	The proposer has not conducted similar work and/or has limited experience in this field.

#### **4.3 RULE FOR AWARD**

Following the deadline for receipt of proposals, the Chief Procurement Officer will open the non-price proposals. An evaluation committee will evaluate the proposals based on the minimum requirements and comparative criteria contained herein. Price proposals will then be opened and considered. Any contract(s) that may result from this procurement will be awarded to the most advantageous proposer, taking into account the evaluation criteria and price.

## PART 5. TERMS AND CONDITIONS

### 5.1 TERM OF CONTRACT

The term any contract(s) that results from this RFP, shall commence upon issuance of the Notice to Proceed and terminate upon completion of the scope of work. It is anticipated that the work be complete by June 30, 2018.

### 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.

**REFERENCE FORM**

Proposer: \_\_\_\_\_

RFP Title: \_\_\_\_\_

**Proposer must provide references for:**

The proposer must include at least three (3) references from school districts where the proposer has successfully provided a similar service. The Salem Public Schools may be used as one of these references.

Reference #1: \_\_\_\_\_

Contact #1: \_\_\_\_\_

Reference #2: \_\_\_\_\_

Contact #2: \_\_\_\_\_

Reference #3: \_\_\_\_\_

Contact #3: \_\_\_\_\_

## BACKGROUND CHECK ACKNOWLEDGEMENT FORM

I hereby authorize Salem Public Schools and/or its officers, employees, or agents to investigate my background, references, character education, past employment, and/or criminal records in order to confirm my qualifications as represented in my proposal.

By signed below, I release Salem Public Schools and/or its officers, employees, and/or agents, as well as any person or entity providing information on my background pursuant to this acknowledgement form, from any and all liability in relation to the information obtained from any and all of the above referenced sources used.

---

Applicant's Signature

---

Date

## ATTACHMENTS

Attachment A	CORI Form
Attachment B	Fingerprinting Instructions
Attachment C	ELA Lesson Template
Attachment D	Grade 1 Unit 3 Sample
Attachment E	Grade 4 Unit 1 Sample

## CORI REQUEST FORM

Revised 10/3/2016

SCHOOL/S or DISTRICT: \_\_\_\_\_

POSITION (Please circle one): **Employee** Contractor Volunteer Student Teacher/Observer

The Salem Public Schools has been certified by the Criminal History Systems Board for access to all conviction and pending criminal case data. In accordance with M.G.L. Chapter 385 of the Acts of 2002 (An Act Further Protecting Children), I understand as an employee, contractor, volunteer, or student teacher/observer in the **Salem Public Schools** a criminal record check will be conducted for conviction and pending information only and that it will not necessarily disqualify me.

---

### SUBJECT INFORMATION (PLEASE PRINT)

\* Indicates required information

\*First Name: \_\_\_\_\_ \*Middle Initial: \_\_\_\_\_

\*Last Name: \_\_\_\_\_ Suffix (Jr., Sr., etc): \_\_\_\_\_

\*Date of Birth (MM/DD/YYYY): \_\_\_\_\_

\*Last SIX digits of your Social Security Number: \_\_\_\_ -- \_\_\_\_\_

I do not have a Social Security Number

Father's Full Name: \_\_\_\_\_

Mother's Full Maiden Name: \_\_\_\_\_

Former Last Names: \_\_\_\_\_

\*Street Address, Apt #: \_\_\_\_\_

\*City: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Former Street Address, Apt #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

DRIVER'S LICENSE NUMBER: \_\_\_\_\_ STATE: \_\_\_\_\_

I hereby swear, under penalties of perjury that the information I have provided above is true to the best of my knowledge and belief.

Signature: \_\_\_\_\_

---

### AUTHORIZING INFORMATION

The above information was verified by reviewing the following form(s) of government issued identification:

\_\_\_\_\_

VERIFIED BY:

\_\_\_\_\_

Name of Verifying Employee (Please Print)

\_\_\_\_\_

Signature of Verifying Employee

\_\_\_\_\_

Date

COPY OF THE GOVERNMENT ISSUED PHOTOGRAPHIC IDENTIFICATION MUST ACCOMPANY THIS FORM



---

## INSTRUCTIONS FOR OBTAINING A FINGERPRINT-BASED BACKGROUND CHECK

Individuals who work or volunteer in schools and may have direct and unmonitored contact with students are required to obtain a fingerprint-based background check according to MGL Chapter 459. This document provides instructions to individuals who are required to obtain a fingerprint background check.

### **Important Things to Know:**

- Getting fingerprinted is a two-step process. First, you sign up for an appointment online, and then you must go to the location where you signed up to be fingerprinted according to your scheduled appointment
- There is a fee of \$55 for DESE licensed individuals and \$35 for non-licensed individuals. You will need to pay with a credit card while online or you may pay with a personal check or money order at the fingerprinting center.

**Step 1:** Register online for an appointment to have your fingerprint taken. Go to: <http://www.identogo.com/FP/Massachusetts.aspx> to register for a date, time, and location to have your fingerprints taken.

**Step 2:** When asked to insert a “Provider ID” please use the following code: **02580000**

**Step 3:** When asked about “Applicant Employer Information” please input the following:

Salem Public Schools  
29 Highland Avenue  
Salem, MA 01970

Employer Phone: 978-740-1115  
Employer Contact Name: Deborah Phelan  
Occupation: Assistant Director of Human Resources

**Step 4:** Once you have entered all of the above information, please click the “Sent Information” button at the bottom of the screen.

**Step 5:** Please print the confirmation page and note the identification you will need to bring with you to the fingerprinting center.

For more information, please visit:

- [State laws and regulations](#) pertaining to fingerprinting background checks
- [State regulations](#) regarding background checks
- Salem Public Schools [School Committee Policy #4119](#)
- [MA DESE FAQ](#) regarding background checks
- [Mass.gov FAQ](#) regarding background checks

**Sample Workshop Template**

<b>WORKSHOP # and TITLE</b>	
<b>Overview of workshop:</b> <ul style="list-style-type: none"> <li>• <i>How does this workshop fit into the trajectory of lessons in this unit?</i></li> <li>• <i>How does this workshop support the “big ideas” of this unit?</i></li> <li>• <i>What are some key guiding questions to probe student thinking and engagement?</i></li> </ul>	
<b>High Expectations/Alignment</b> <i>What will students know and be able to do at the end of the lesson?</i>	<b>Standard(s):</b>
	<b>Content Objective(s):</b> <i>What am I learning?</i>  <i>Why am I learning this?</i>
<b>Assessment/Exit Slip</b> <i>What will students do to demonstrate mastery of the lesson objective?</i>	<i>How will I know when I have learned it?</i>
<b>Focus Lesson</b> <i>What is the teaching point?</i> <i>Name/explain what you will teach today.</i> <i>What mentor text or writing sample will you use?</i>	
<b>Guided Practice</b> <i>How will students practice the focus skill/strategy?</i>	
<b>Independent Work</b> <i>How will students independently practice and apply their learning?</i>	
<b>Small Group Instruction</b> <i>Concurrent with independent work – what instruction will take your readers/writers to the next level?</i>	
<b>Conferring Focus</b> <i>Concurrent with independent work – what is the focus of your conversations with students today?</i>	
<b>Group Share/Wrap-Up</b> <i>Guiding questions and prompts</i>	
<b>Resources</b> <i>(Attach links wherever possible)</i>	<b>Mentor text(s)</b>  <b>Texts for guided reading</b>  <b>Texts for small group work</b>
<b>Access for All</b> <i>How will you provide entry points for all students?</i> <i>What are the language objectives?</i> <i>How will you use the adults in your room?</i>	<b>Teacher Notes</b>
<b>Small Group Instruction</b> <i>Based on exit tickets, observations, and other formative assessments, how will you form groups for the following day’s targeted instruction? What will each group be working on?</i>	<b>Teacher Notes</b>



# 3: Active Reading & Opinion Writing

Collaboration

## Rationale for Unit

In this unit, children strengthen their ability to monitor their reading, develop efficient strategies for word solving, and learn how to take action when they encounter problems. They work on maintaining comprehension while reading longer texts with fluency and expression. Students tackle the big job of becoming more independent in cross-checking and self-correcting as they monitor for meaning. Many students will be reading chapter books by the end of first grade, so adding these strategies to their toolbox prepares them for the upcoming jump in text quantity. They spend time reading independently, in small guided reading groups, and in partnerships.

The focus of this unit is on opinion writing, specifically writing reviews. Over the course of the unit, first graders become proficient at stating an opinion and supplying supportive reasons for that opinion with specific details. In the first part of the unit, students learn to write their opinions and back up their opinions with reasons. As they progress through the unit, they write to persuade others to share their opinions using moves such as making comparisons and writing catchy introductions and conclusions. These opinions are reviews about anything and everything: toys, restaurants, video games, etc. They end the unit writing book reviews in order to persuade classmates to read the titles and authors they recommend.

\* Teachers should use the mentor text **Scaredy Squirrel** by: Melanie Watt for the writing portion of this unit, leading up to students writing their own book reviews.

Adapted from Lucy Calkins Units of Study 2013, 2015

## Stage 1: Desired Results

### Priority Academic Standards

MA: ELA & Literacy in History/Social Studies, Science, & Technical Subjects  
PreK-5(2011)

MA: Grade 1

#### Reading: Literature

**2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas.**



- 2. Retell stories, including key details, and demonstrate understanding of their central message or lesson.

#### Writing

##### Text Types and Purposes

**1. Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.**



- 1. Write opinion pieces in which they introduce the topic or name the book they are writing about, state an opinion, supply a reason

### Supporting Academic Standards

#### Reading: Literature

##### Craft and Structure

**4. Interpret words and phrases as they are used in a text, including determining technical, connotative, and figurative meanings, and analyze how specific word choices shape meaning or tone.**



- 4. Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.

**6. Assess how point of view or purpose shapes the content and style of a text.**



- 6. Identify who is telling the story at various points in a text.

##### Integration of Knowledge and Ideas

**7. Integrate and evaluate content presented in diverse media and formats, including visually and quantitatively, as well as in words.**



- 7. Use illustrations and details in a story to describe its characters, setting, or events.



# 1: Characters: The Heart of the Story Arc

Collaboration

## Rationale for Unit

In this unit, students use their growing knowledge of characters to develop ideas about characters' traits, motivations, troubles, changes, and lessons learned. They learn that characters are complicated and multidimensional. Readers become skilled at using inference, interpretation, and their developing analytical abilities to talk and write well about the stories they read. As they draw evidence-based conclusions, they show that their ideas are defensible and grounded in the text, quoting accurately from the text. Comparison of characters in different books helps students to recognize and appreciate recurring themes in literature.

In Writers' Workshop, students review the procedures and routines of the workshop, as well as the cycle of the writing process. Students use their Writers Notebook to collect and generate ideas. They think about qualities of effective realistic fiction writing. As students develop knowledge about the characters that they are reading about, they incorporate ways to describe and develop characters in their writing, thinking of their characters' wants and needs as well as the challenges that they face. A story arc consisting of several key scenes is used to focus their realistic fiction story. Teachers plan lessons to help students generate ideas; draft detailed and well organized stories; revise and craft their stories so that the reader can "live the story"; and edit with attention to standard conventions (spelling, punctuation, etc.)

Adapted from Lucy Calkins Units of Study 2013, 2015

**Note: Standards 4.RL.1 and 4.RI.1** (which ask students to refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences) form the foundation for all of the other reading standards in Grade 4. Assume that these two standards will be part of each subsequent unit throughout the year.

## Stage 1: Desired Results

### Priority Academic Standards

MA: ELA & Literacy in History/Social Studies, Science, & Technical Subjects PreK-5(2011)

MA: Grade 4

#### Reading: Literature

##### Key Ideas and Details

1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text.



- 1. Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.

2. Determine central ideas or themes of a text and analyze their

### Supporting Academic Standards

#### Writing

5. Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.



- 5. With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, and editing.

9. Draw evidence from literary or informational texts to support analysis, reflection, and research.



- 9a. Apply grade 4 Reading standards to literature (e.g., "Describe in depth a character, setting, or event in a story or drama, drawing on specific details in the text [e.g., a character's thoughts, words, or actions].").

**5. Analyze how and why individuals, events, and ideas develop and interact over the course of a text.**



- 3. Describe in depth a character, setting, or event in a story or drama, drawing on specific details in the text (e.g., a character's thoughts, words, or actions).

**6. Assess how point of view or purpose shapes the content and style of a text.**



- 6. Compare and contrast the point of view from which different stories are narrated, including the difference between first- and third-person narrations.

## Writing

**3. Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.**



- 3. Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences.



- 3a. Orient the reader by establishing a situation and introducing a narrator and/or characters; organize an event sequence that unfolds naturally.



- 3b. Use dialogue and description to develop experiences and events or show the responses of characters to situations.



- 3d. Use concrete words and phrases and sensory details to convey experiences and events precisely.



- 3e. Provide a conclusion that follows from the narrated experiences or events.

## Speaking and Listening

**Comprehension and Collaboration**

**1. Prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others' ideas and expressing their own clearly and persuasively.**



- 1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 4 topics and texts, building on others' ideas and expressing their own clearly.



- 1b. Follow agreed-upon rules for discussions and carry out assigned roles.

## Language

**2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.**



- 2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

- Follow the arc of a story through the actions, words, and thoughts of characters.
- Understand the power of words to provide insight into the challenges and experiences of others.

## Enduring Understandings

Students will understand that...

- Every story has a theme, central idea, or message.
- The heart of any good story is the character.
- Characters are often complicated and multidimensional.
- The way that characters talk, think, and act helps the reader to understand them and to follow the arc of the story.
- Early ideas about a character may change as the reader reads more.
- Realistic fiction (a type of narrative writing) tells a story that did not really happen, but could have happened.
- Realistic fiction stories can be written from a first-person or a third-person viewpoint.
- Concrete words and phrases and sensory details are used to convey experiences and events precisely.
- Narrative stories include problems and solutions, and are characterized by rising action and increasing tension.

## Essential Questions

- How do the characters in my book grow and change over the course of the story?
- What ideas do I have about the characters in my book? Where did I get these ideas? Why do certain ideas change as I read?
- When I write stories, how do I make my characters believable and three-dimensional?

## Content

Students will know about ...

- Inference, interpretation, and literary analysis
- Character development over the arc of a story
- Characters' traits, motivations, troubles, changes, and lessons learned
- Lessons to be learned from the experiences of others
- Point of view
- Drawing on evidence from the text
- Self-monitoring for comprehension
- Writing Workshop - routines and procedures
- The writing process
- Realistic fiction writing
- Story arcs
- Strong leads
- Character development
- Dialogue and description (sensory details)
- Revising, editing, and rewriting
- Standard conventions

## Skills

Students will be able to ...

### READING

- Refer to details and examples to explain the explicit or inferential meaning of a text.
- Summarize a text, including determining the central theme or idea of the text.
- Describe characters in depth, drawing on specific details in the text, including the character's thoughts, words, and actions.
- Compare and contrast point of view, including first/third person narrations.
- Compare and contrast similar characters across texts.
- Self-monitor for comprehension by asking: "What might this mean?" "Does that make sense?" "Could this word work?"
- Keep track of thinking during and after reading through the use of reading journals, sticky notes, or other tools.
- Participate respectfully in discussions about texts with partners, in small groups, and whole class.

### WRITING

- Write realistic fiction narratives, using effective technique, descriptive details, and clear event sequences.
- Focus writing through use of a "story arc".
- Orient the reader by establishing a situation and introducing a narrator and/or characters.

Creates believable, multi-dimensional characters

experiences and events precisely.

- Provide a conclusion that follows from the narrated experiences or events.
- Develop and strengthen writing as needed by planning, revising, trying new approaches, and editing.

---

## Communication: Vocabulary & Language

Students will use these terms when they communicate their thinking:

---

## Stage 2: Evidence of Goal Progress/Attainment

---

### Assessments

#### Grade 4 Unit 1 Common Assessment

##### Formative: Common Assessment

Students write a realistic fiction narrative after studying a mentor text.

 [Grade 4 Unit 1 Assessment Planning Sheet.pdf](#)

 [Grade 4 Unit 1 Assessment .pdf](#)

 [4.L.2.pdf](#)

 [4.RL.1 .pdf](#)

 [4.RL.2.pdf](#)

 [4.RL.3.pdf](#)

 [4.RL.6.pdf](#)

 [4.SL.1.pdf](#)

 [4.W.3.pdf](#)

---

## Stage 3: Strategic Plan for Learning

---

### Learning Activities / Lesson Plans / Trajectories

---

### Resources

#### Calkins RW Unit 1: *Interpreting Characters: The Heart of the Story*

Bend I: Establishing a Reading Life: Setting Up and Getting Going (*optional review*)

Bend III: Preparing for Publication with an Audience in Mind  
Bend IV: Embarking on Independent Fiction Projects

**Trade Books Included in the Unit (Reading)**

*The American Revolutionaries: A History in Their Own Words, 1750-1800*, Milton Meltzer  
*Every Living Thing*, Cynthia Rylant  
*Everything Weather*, Kathy Furgang  
*Hurricane & Tornado*, Jack Challoner  
*King George: What Was His Problem?*, Steve Sheinkin  
*Liberty!: How the Revolutionary War Began*, Lucille Recht Penner  
*Number the Stars*, Lois Lowry  
*The Revolutionary War*, Josh Gregory  
*Rose Blanche*, Christophe Gallaz and Roberto Innocenti  
*The Split History of the American Revolution*, Michael Burgan  
*The Tiger Rising*, Kate DiCamillo

**Trade Books Included in the Unit (Writing)**

*Fireflies!*, Julie Brinkloe  
*Pecan Pie Baby*, Jacqueline Woodson  
*The Revolutionary War* (Cornerstones of Freedom series), Josh Gregory  
*Fox*, Margaret Wild and Ron Brooks

**Other Suggested Texts**

 [Gr 4 Unit 1 Slower Than the Rest - Google Docs.pdf](#)

---



conversations and collaborations with diverse partners, building on others' ideas and expressing their own clearly and persuasively.



- 1. Participate in collaborative conversations with diverse partners about grade 1 topics and texts with peers and adults in small and larger groups.



- 1c. Ask questions to clear up any confusion about the topics and texts under discussion.



- a. Read grade-level text with purpose and understanding.



- b. Read grade-level text orally with accuracy, appropriate rate, and expression.



- c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

## Writing

**5. Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.**



- 5. With guidance and support from adults, focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed.

## Speaking and Listening

**2. Integrate and evaluate information presented in diverse media and formats, including visually, quantitatively, and orally.**



- 2. Ask and answer questions about key details in a text read aloud or information presented orally or through other media.

## Long-Term Transfer Goal:

Students will be able to independently use their learning to ...

- Become confident and skilled readers.
- Use writing to express their opinions and persuade others.

## Enduring Understandings

Students will understand that...

- Readers think about the story in order to anticipate patterns and specific words.
- Readers use all they know about letters, sounds, patterns, and high-frequency words to help them read.
- Readers are always monitoring for meaning, making sure that what they are reading looks right, sounds right, and makes sense, re-reading when needed.
- Talking about reading with others helps the reader to find meaning in the story.
- Persuasive writers support their opinions with reasons and evidence in order to persuade their audience.
- Writers reread and revise their writing to make sure that it makes sense, it is readable, and it is convincing.
- Reviews are a special type of opinion writing.

## Essential Questions

- Do I understand what I am reading? What can I do if I don't?
- How can working with a reading partner help me to better understand the story?
- How do I write to share an opinion?
- How do I make my writing persuasive and convincing?

---

## Content

Students will know about ...

- Strategies for decoding unfamiliar words (visual, meaning, syntax)
- Self-monitoring for comprehension
- Key details
- Visualizing the events to keep track of the story
- Noticing dialogue and who is speaking
- Retelling stories
- Central message or lesson
- Partner conversations about reading
- Opinion writing (reviews)
- Expressing and supporting opinions with reasons and evidence
- Techniques for hooking and persuading an audience
- Using writing partners and checklists to strengthen an argument
- Revising, editing, and rewriting for publication

## Skills

Students will be able to ...

### READING

- Use a variety of word solving strategies in order to tackle difficult words.
- Independently solve comprehension problems that they come across in their reading by using a variety of reading strategies.
- Call upon multiple cueing systems as they are reading by asking themselves, “Does this make sense?” “Does this sound right?” and “Does that look right?”
- Monitor for meaning and self-correct, using the appropriate fix-up strategies when meaning breaks down.
- Use high-frequency words and word parts to help read new words.
- Describe characters, settings, and major events in a story, using key details and illustrations.
- Demonstrate understanding of the central message or lesson of a story.
- Work with partners to engage in conversations about their reading in order to develop ideas and coach each other through tricky parts.
- Read with accuracy, fluency and expression, and understanding.
- Reread for multiple purposes (e.g. to fix breakdowns in comprehension; and to read with fluency, phrasing, and expression).

### WRITING

- Generate topics for opinion writing.
- Support their opinions with reasons and evidence.
- Incorporate techniques to make their writing more convincing.
- Try out a variety of strategies for revision in order to make their writing more persuasive.
- Think about their readers as they write, anticipating and answering potential questions they may have.
- Write with voice, using a variety of techniques to reach their audience
- Use an editing checklist to edit for grade-appropriate conventions.
- Write reviews of things, places, and books/authors.

---

## Communication: Vocabulary & Language

Students will use these terms when they communicate their thinking:

---

## Stage 2: Evidence of Goal Progress/Attainment

## Assessments

### End of Unit 3 Assessment

#### Formative: Common Assessment

Students will practice writing a book review (opinion) using the book *Secretly, Squirrel*. Then, students will independently write a book review.

 1.RL.2.pdf

 1.SL.1.pdf

 1.W.1.pdf

---

## Stage 3: Strategic Plan for Learning

---

[Learning Activities / Lesson Plans / Trajectories](#)

---

## Resources

**Scaredy Squirrel** by: Melanie Watt

**Calkins RW Unit 3: *Readers Have Big Jobs to Do: Fluency, Phonics, and Comprehension***

Bend I: Readers Have Important Jobs to Do

Bend II: Readers Add New Tools to Read Hard Words

Bend III: Readers Use Tools to Understand Their Books

Bend IV: Readers Use Everything They Know to Get the Job Done

**Calkins WW Unit 3: *Writing Reviews***

Bend I: Best in Show: Judging Our Collections

Bend II: Writing Persuasive Reviews

Bend III: Writing Persuasive Book Reviews

# SAMPLE CONTRACT

## CITY OF SALEM

Department  
Supply/Services

**Contract Number:**

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 Vendor's proposal/bid dated \_\_\_\_\_. (and attached hereto.)
3. 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 \_\_\_\_\_ 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.
4. **Performance Period:**
5. 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.
6. 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.
7. 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 bid/proposal is hereby made a part of this contract by reference.
8. 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.**
9. **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.

10. 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.
11. 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.
12. 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 \_\_\_\_\_.

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

\_\_\_\_\_  
XXXXX,  
XXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
Whitney Haskell,  
Purchasing Agent

Approved as to form: \_\_\_\_\_  
Elizabeth Rennard, Esq.,  
City Solicitor