

City of Salem



Request for Proposals

T-03

Historic Bronze Statue Conservation Nathaniel Hawthorne Statue

July 12, 2017

BIDS DUE:

Wednesday, August 2, 2017 at 2:00 PM

*Late quotes will be rejected

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

LEGAL NOTICE

CITY OF SALEM REQUEST FOR PROPOSALS T-03

The City of Salem, through its Purchasing Department, is seeking proposals from a full-service art conservation and restoration firm to conserve the Nathaniel Hawthorne Statue, a prominent historic outdoor bronze statue on a granite base located on Hawthorne Boulevard. The goal of this project is to stabilize the statue surface, return the sculpture to its original appearance, and protect the statue surfaces to prevent future corrosion and simplify annual maintenance requirements.

Sealed proposals must be received at the Purchasing Department, Salem City Hall, 93 Washington Street, 2nd Floor, Salem, Massachusetts 01970, **on or before 2 PM, Wednesday, August 2, 2017** at which time and place they will be privately opened for the following:

Historic Bronze Statue Conservation Nathaniel Hawthorne Statue

The City of Salem reserves the right to reject any and all bids or to waive any informalities in the Proposal process, if deemed in the City's best interest.

The Request for Proposal (RFP), containing scope of services, proposal requirements and evaluation criteria will be/is available upon request after **10 AM July 12, 2017** at the Purchasing Department, Salem City Hall, 93 Washington Street, 2nd Floor, Salem, Massachusetts 01970.

The RFP may be viewed and printed from www.salem.com within the Purchasing Department, under "Open Procurements".

M-W 8AM – 4PM

Th 8AM – 7PM

F 8AM – 12PM

Whitney Haskell
Purchasing Agent

July 12, 2017

**NATHANIEL HAWTHORNE STATUE CONSERVATION
T-03
COVER SHEET**

Proposer: _____

Street Address: _____
(Number and Street) (State) (Zip Code)

Taxpayer
Identification No: _____
(Social Security Number) (Federal Identification Number)

Contact Name: _____

Telephone: _____

Email Address: _____

Fax: _____

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

**NATHANIEL HAWTHORNE STATUE CONSERVATION
T-03
PRICE PROPOSAL FORM**

The selected firm will be paid upon completion of each project phase in accordance with the Scope of Services defined in Section 2.1 of the RFP. The table below is to be completed by the lead conservator to all anticipated costs and expenses.

Please review the Scope of Services Section 2.1 and provide below and estimate for anticipated costs and expenses below:

DESCRIPTION	TOTAL
Phase I. Preliminary Conservation Assessment	
Phase II. Outdoor Historic Bronze Conservation Treatment	
Phase III. Final Conservation Treatment Report	

TOTAL BASE COST ESTIMATE: _____

Please also include a rate sheet for additional services that may be required.

The Conservator hereby pledges to deliver the complete scope of services required for the rates and chargers shown above.

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Company/Organization (Proposer): _____

Date: _____

**NATHANIEL HAWTHORNE STATUE CONSERVATION
T-03
REQUIRED CERTIFICATIONS**

NON-COLLUSION:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

2. 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.

3. CORPORATE BIDDER (*if applicable*):

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Federal Tax Identification or Social Security Number)

(Date)

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The City of Salem, through its Purchasing Department, is seeking proposals from a full-service art conservation and restoration firm to conserve the Nathaniel Hawthorne Statue, a prominent outdoor historic bronze statue located on Hawthorne Boulevard. The goal of this project is to stabilize the statue surface, return the sculpture to its original appearance, and protect the statue surfaces to prevent future corrosion and to simplify annual maintenance requirements.

The anticipated performance period shall commence on or around September 1, 2017 and terminate on or around October 1, 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, Wednesday July 12, 2017.

The RFP and related documents shall be available for free download from the City's Purchasing Department website at saalem.com/purchasing under "Open Procurements"

Hardcopies of the RFP and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 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. SCOPE OF SERVICES

2.1 SCOPE OF SERVICE

Project Summary

The City of Salem is seeking to contract with a qualified full-service art conservation and restoration firm with current Professional Associate or Fellow status with the American Institute for the Conservation of Historic and Artistic Works (AIC) to conserve the Nathaniel Hawthorne Statue, a historic bronze statue on a granite base that sits at the edge of downtown Salem. The statue is located in a highly visible location across the street from the Hawthorne Hotel on Hawthorne Boulevard. This corridor (Route 1A) is highly traveled, which means that the statue is viewed daily by thousands of pedestrians and passersby. It also means, however, that the statue is subject to increased corrosion due to acid deposition.

The Nathaniel Hawthorne Statue was created in 1917 by American sculptor Bela Lyon Pratt (1867 - 1917). In 1925, Judge Alden C. White and the Hawthorne Memorial Association raised funds to buy the statue to coincide with the opening of the Hawthorne Hotel. The bronze statue on a granite base was dedicated on December 23, 1925. Since that time, it does not appear that the Hawthorne Statue has undergone any repairs or restoration. The statue is currently exhibiting discoloration due to copper corrosion. It is not known whether any internal structural issues exist.

The City has estimated a project budget of \$40,000 to complete the Nathaniel Hawthorne Statue Conservation project to be funded through the City's Community Preservation Act funds. This project will include research on the sculpture's repatination color, evaluation for internal structural repairs, cleaning the granite base, bronze repair, bronze repatination, and the application of a protective coating. The City will also be exploring options for lighting the structure at night. This project will be managed through the Department of Planning and Community Development (DPCD).

Project Scope

Phase I. Preliminary Conservation Assessment

- Conduct preliminary historical research for information regarding the statue's construction and any previous treatment from conservation activities;
- Examination, documentation and evaluation of the statue's existing structure including internal structural examination and identification of extent and causes of deterioration that includes diagnostic photographs of existing statue structure, surfaces, historic repatination color and any other pertinent elements to inform the outdoor historic bronze conservation;
- If preliminary examination of the statue's internal structure indicates that repairs are required, the conservator must make recommendations, discuss repair methods and procedures and submit an updated price proposal to the DPCD; and

- Lead conservator must maintain regular communication with the DPCD. The DPCD will serve as a liaison among City departments and any pertinent committee representatives during on-site conservation treatment.

Phase II. Outdoor Historic Bronze Conservation Treatment

- Appropriate bronze conservation treatment, granite cleaning and final protective coating will be informed by the preliminary conservation assessment and will be discussed with the DPCD prior to starting the process; and
- Conservator will provide written and photographic documentation of each conservation treatment phase to the DPCD.

Phase III. Final Conservation Treatment Report

- Conservator will provide a final treatment report and a long-term maintenance plan. A total of four (4) bound hard copies and one (1) electronic copy to be sent to DPCD.

PART 3. INSTRUCTIONS TO PROPOSERS

3.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a proposal.

3.1.1 PROPOSAL COMPONENTS

The following items must be submitted in order for the proposal to be considered:

PRICE PROPOSAL

Every proposal must include a completed 'Price Proposal Form'. See attached. The price proposal and rate sheet(s) shall be separately sealed and labeled as "Price Proposal".

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.

3.1.2 NON-PRICE/TECHNICAL PROPOSAL

Each proposal must include a Non-Price/Technical, which shall be separately sealed and labeled as "Non-Price Proposal," containing:

PLAN OF SERVICES

The Plan of Services should include, but is not limited to the following:

Part I – Company Description and Qualifications

- A brief description of the proposer's company and primary location.

- Resumes for all participating conservators and technicians.
- At least three (3) work samples that correlate with professional references where work of a similar scope and scale has been completed. Please include samples of conservation assessments and photo documentation of conservation treatment and associated sample reports.
- At least three (3) professional references where work of a similar scope and scale has been completed (municipal references preferred.)

Part II – Work Plan and Timelines

- Please provide a detailed proposal/work plan on how the Scope of Work requirements will be met and include a timelines for proposed work.

3.2 **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.

3.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **Wednesday, August 2, 2017, 2 PM.**

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

3.2.2 ADDRESS

Sealed proposals shall be delivered to the Office of the Purchasing Agent, 93 Washington Street, Finance Office, 2nd Floor, Salem MA 01970.

Facsimile and email submissions will not be accepted.

3.2.3 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

3.2.4 COPIES

Proposers must submit one (1) original and three (3) copies of the proposal.

3.2.5 LABELING

Price and Non-Price proposals must be separately sealed and labeled. Each proposal shall be labeled with (a) the proposal number and title, (b) the proposal due date, (c) the name of the proposer and (d) price or non-price proposal.

3.3 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.

3.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

3.4.1 QUESTIONS

Questions concerning this RFP must be submitted in writing to: Whitney Haskell at whaskell@saalem.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.

3.4.2 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.

3.4.3 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.

3.5 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 4. EVALUATION AND SELECTION

4.1 MINIMUM REQUIREMENTS

1.	Lead conservator(s) and any participating conservation technician(s) must have a Master's degree in Conservation OR a formal professional training through an apprenticeship in conservation.
2.	Lead conservator(s) and any participating conservation technician(s) must abide by the American Institute for Conservation of Historic and Artistic Works' <i>Code of Ethics and Guidelines for Practice</i> .
3.	Proposer must provide at least three (3) professional references where work of a similar scope and scale has been completed. (Municipal references preferred.)
4.	Lead conservator(s) and any participating conservation technician(s) must have completed the conservation of at least three (3) outdoor historic bronze monuments on granite pedestals of similar size, age and situational context.
5.	Proposer must submit a complete application in accordance with RFP <i>Sec. 3.1 Requirements and Submissions</i> .
6.	Must provide on-site care, supplies, lifts and/or scaffolding.

4.2 COMPARATIVE CRITERIA

4.2.1 Qualifications of the Proposer:

Highly Advantageous	Lead conservator and participating conservation technician(s) have the required professional training, a current Professional Associate or Fellow status with the American Institute for the Conservation of Historic and Artistic Works (AIC), and experience appropriate to the project described herein that meets or exceeds the minimum requirements.
Advantageous	Lead conservator and participating conservation technician(s) have the required professional training, a current Professional Associate or Fellow status with the American Institute for the Conservation of Historic and Artistic Works (AIC), and experience appropriate to the project described herein that meets the minimum requirements.
Not Advantageous	Lead conservator and participating conservation technician(s) do not have the required professional training, a current Professional Associate or Fellow status with the American Institute for the Conservation of Historic and Artistic Works (AIC), and experience appropriate to the project described herein that meets the minimum requirements.

4.2.2 Quality and Depth of Project Experience:

Highly Advantageous	Lead conservator and participating conservation technician(s) meet or exceed the minimum requirements and have excellent quality of work and experience in providing services appropriate to the project described herein, In particular, the lead conservator and participating conservation technician(s) have completed the conservation of at least three (3) professional outdoor historic bronze monuments on granite pedestals of similar size, age and situational context. Project work samples are of outstanding quality in content, technical presentation and comply with the American Institute for Conservation of Historic and Artistic Works' <i>Code of Ethics and Guidelines for Practice</i> (AIC).
Advantageous	Lead conservator and participating conservation technician(s) meet the minimum requirements and have good quality of work and experience in providing services appropriate to the project described herein, In particular, the lead conservator and participating conservation technician(s) have completed the conservation of at least three (3) professional outdoor historic bronze monuments on granite pedestals of similar size, age and situational context. Project work samples are of good quality in content, technical presentation and comply with the American Institute for Conservation of Historic and Artistic Works' <i>Code of Ethics and Guidelines for Practice</i> (AIC).
Not Advantageous	The proposer has limited experience in providing services related to the City's requirements or with similar projects, and limited prior experience with public or private restoration projects. Project work samples minimally meet current standards for content and technical presentation.

4.2.3 Desirability of approach to the project, demonstrated understanding of scope of work, and proposer's ability to undertake and complete this project in a timely manner and on budget.

Highly Advantageous	The proposal demonstrates an excellent approach to the subject material, an understanding of the scope of work, ability to communicate effectively and in a timely fashion with the City and a timeline and budget required for each phase of the project.
Advantageous	The proposal demonstrates a good approach to the subject material, an understanding of the scope of work, ability to communicate effectively and in a timely fashion with the City and a timeline and budget required for each phase of the project.
Not Advantageous	The proposal does not demonstrate a desirable approach to the project and does not demonstrate a clear understanding of the scope of work.

4.2.4 Overall Quality of Client References

Highly Advantageous	All references contacted spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation. All references confirmed that consultant had met schedule expectations, communicated effectively with the municipality and delivered an “on-time” and on budget project.
Advantageous	The great majority of references spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation. The great majority of references confirmed that the consultant had met schedule expectations, communicated effectively with municipality and delivered an “on-time” and on budget project.
Not Advantageous	One reference indicated that there had been significant difficulties with the proposer’s ability to deliver the contracted services and deliverables, and complete the project on budget and in a timely manner.

4.3 RULE FOR AWARD

Any contract that may result from this procurement shall be awarded to the responsible and responsive proposer offering the most advantageous proposal, taking into consideration all evaluation criteria described herein.

4.4 SELECTION PROCESS

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

4.5 INTERVIEWS

Should the selection committee determine that interviews will be necessary in order for the Department of Planning and Community Development to make a decision, they may elect to hold interviews with the top two (2) ranked applicants, if deemed necessary and in accordance with Section 4.3 Comparative Criteria.

PART 5. TERMS AND CONDITIONS

5.1 TERM OF CONTRACT

The term of any contract that results from this RFP shall commence on or around September 1, 2017 and terminate 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 PAYMENT

The City shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract number.

5.4 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.

5.5 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.

5.6 FEDERAL AND STATE LAW

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

5.7 SAMPLE CONTRACT

See 'Sample Contract' attached.

ATTACHMENT A – SAMPLE CONTRACT

CITY OF SALEM

XXXX

Contract Number: XXXX

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.)

In case of any alteration of this contract, so much thereof as is not necessarily affected by the change, shall remain in force upon all parties hereto; and no payment for _____ furnished under such alteration shall be made until the completion of the whole contract, and the adjustment and payment of the bill when rendered for same shall release and discharge the said City from any and all claims or liability on account of _____ furnished under this contract, or any alteration thereof.

3. **Performance Period:** _____.
4. The Vendor shall not assign or transfer this contract, or any part thereof without the prior written consent of the Purchasing Agent of said City.
5. And the said Vendor further agrees to indemnify and save harmless the said City of Salem, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property, by or from the said Vendor, servants or agents, or by, or on account of, any act or omission of the said Vendor, or servants or agents, in the performance of this contract; and the Vendor hereby agrees that so much of the money due to under, and by virtue of, this agreement, as shall be considered necessary by said Purchasing Agent, may be retained by the City until all such suits or claims for damages as aforesaid, shall have been settled, and evidence furnished to the satisfaction of said Purchasing Agent, provided, however, that notice of such claims, in writing and signed by the claimants, shall be previously filed in the offices of the City Clerk of said City.
6. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with its bid/proposal dated _____ now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, which proposal is hereby made a part of this contract by reference.

7. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor _____ (\$ _____), said payment to be made within thirty days from receipt and acceptance of a reasonably detailed invoice. **THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.**

8. Insurance Coverage:

General - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

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 part and the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

9. This Agreement may be terminated upon thirty (30) days prior written notice for failure of Vendor to provide adequate service as determined by the Purchasing Agent.

10. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject to the provisions of Massachusetts's law, and to all lawful implementing regulations, as amended from time to time.

11. IN WITNESS WHEREOF the said; (______); Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company.

An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and its _____.

All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

By:

CITY OF SALEM:
By:

Authorized Signature

Kimberley Driscoll,
Mayor

Authorized Officer (print name)

Sarah Stanton,
Finance Director

Title

Tom Daniel,
Director – Planning and Community
Development

Whitney Haskell,
Purchasing Agent

Approved as to form:

Elizabeth Rennard, Esq.,
City Solicitor