

City of Salem, Massachusetts



Request for Proposals

R-10

Student Information System

August 24, 2015

PROPOSALS DUE:

September 30, 2015, 2:00 PM

*Late proposals will be rejected

Whitney C. Haskell
Purchasing Agent
93 Washington Street, 2nd Floor
Salem, MA 01970
whaskell@salem.com
(978) 619-5695

STUDENT INFORMATION SYSTEM
R-10
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: _____

STUDENT INFORMATION SYSTEM
R-10
PROPOSER'S CHECKLIST

Submissions:

	Yes	No
1. Cover Sheet		
2. Proposer's Checklist (this sheet)		
3. Price Proposal		
4. Non-Price/Technical Proposal		
• Required Certifications		
• Disclosure of Beneficial Interests Form		
• Plan of Services		
5. Acknowledgement of Addenda: _____ (if applicable) <div style="text-align: center;">#’s</div>		

**STUDENT INFORMATION SYSTEM
R-10
PRICE PROPOSAL**

Proposers shall use “**ATTACHMENT A**” to this RFP in submitting their price proposal(s). Please remember to submit your price proposal in a separately sealed marked envelope. Any Technical Proposal with prices may be deemed unresponsive.

This form must be completed and placed with your price proposal. Ensure your envelope is marked:

“Price Proposal –Student Information System”

The price proposal set forth in this RFP shall constitute full and complete consideration to the City for the services to be provided by the Bidder. There shall be no reimbursement for out-of-pocket or other expenses incurred by the Bidder in connection with the performance of the services. Any exceptions may result in proposal rejection.

First year start-up costs (please fill in any costs that are applicable):

1. Consultant Hourly Rate \$_____ X Est. # of hours _____ = \$_____
2. Customization Hourly Rate \$ _____ X Est. # of hours _____ = \$_____
3. Data Conversion = \$_____
4. Training Hourly Rate \$ _____ X Est. # of hours _____ \$_____
5. Administrative Fee/s (if applicable; describe on separate sheet) \$_____

Three year subscription rate (SR) costs:*

6. Year 1 SR per SPS enrolled student (pro-rated for 7 months) \$_____ X est. # 4,300 = \$_____
7. Year 2 SR per SPS enrolled student for 12 months \$_____ X est. # 4,300 = \$_____
8. Year 3 SR per SPS enrolled student for 12 months \$_____ X est. # 4,300 = \$_____

GRAND TOTAL (add lines 1-8 above) \$_____

Please submit a price list for any function designate as “add on,” identifying the function and the cost.*

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Company/Organization (Proposer):

Date:

<p style="text-align: center;">STUDENT INFORMATION SYSTEM R-10 CERTIFICATIONS</p>
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1. 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

Salem, Massachusetts is a city of 42,000 people, located fifteen miles northeast of Boston. The City has 12 schools with a current enrollment of approximately 4,200 students. There are one PK, seven elementary schools, one middle school and three high schools. One each of the elementary and one of the high schools are Horace Mann Charter Schools. Student and Staff information is maintained in iPass, by Harris School Solutions.

The City seeks to procure a fully web based Student Information System (SIS) with integrated grade book and parent/student portal. Essential components of the system include: SIF compliant and certified by the Massachusetts Department of Elementary and Secondary Education; ability to utilize the Power Law in grading; robust reporting and scheduling modules; integration with other school systems; and superior support.

1.2 APPLICABLE LAW

This procurement will be conducted pursuant to M.G.L. ch. 30B, sec. 6.

1.3 APPROVAL

Any contract that may result from the procurement shall be subject to the approval of the Mayor of the City of Salem.

1.4 INCORPORATION BY REFERENCE

All requirements, specifications, terms and conditions described in this Request for Proposals ("RFP") shall be incorporated by reference into any contract that may result.

1.5 TIME FOR AWARD

Any contract that may result from the procurement shall be awarded within forty five (45) days after the proposal due date. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most advantageous proposer.

1.6 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this RFP or reject in whole or in part any and all proposals if the City determines that cancellation or rejection serves the best interests of the City.

1.7 TAXATION

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the proposal pricing.

Copies of the City's tax exempt paperwork shall be available upon request of the selected contractor.

1.8 OBTAINING THE REQUEST FOR PROPOSALS

The RFP shall be available beginning, Monday, August 24, 2015

The RFP and related documents shall be available for free download from the City's Purchasing Department website at http://saalem.com/Pages/SalemMA_Purchasing/index under the link titled "IFBs RFPs, and RFQs."

Hardcopies of the RFP and related documents may be obtained at the Office of the Purchasing Agent, 120 Washington Street, 3rd Floor, Salem, MA 01970, during regular office hours:

Monday-Wednesday:	8:00 AM – 4:00 PM
Thursday:	8:00 AM – 7:00 PM
Friday:	8:00 AM – 12:00 PM

PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

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

2.1.1 PROPOSAL COMPONENTS

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

☐ **PRICE PROPOSAL**

Every proposal must contain a 'Price Proposal Form' outlining the proposed rental payments.

☐ **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 applicable)**

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.

2.2 PROPOSAL DELIVERY

Below please find a description of the manner in which sealed proposals must be submitted. Price and Non-Price proposals must be separately sealed and labeled.

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **Wednesday, September 30, 2015, 2:00 PM.**

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

2.2.2 ADDRESS

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

Facsimile and email submissions will not be accepted.

2.2.3 HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the City of Salem:

Monday-Wednesday:	8:00 AM-4:00 PM
Thursday:	8:00 AM-7:00 PM
Friday:	8:00 AM-12:00 PM

2.2.4 COPIES

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

2.2.5 LABELING

Price and Non-Price proposals must be separately sealed and labeled. Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer and (4) price or non-price proposal.

2.3 SIGNATURES

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS

Questions concerning this RFP must be submitted in writing to: Whitney Haskell at whaskell@salem.com at least five (5) days prior to the bid opening date. Written responses will be mailed to all bidders on record as having picked up the RFP.

2.4.2 CHANGES

If any changes are made to this RFP, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all proposers on record as having picked up the RFP.

2.4.3 MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposals by written notice received by the City of Salem prior to the time and date set the proposal due date.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the RFP.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them.

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled due date, 93 Washington Street, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

PART 3. SPECIFICATIONS

1. The proposed Student Information System (SIS) shall be entirely hosted by the Bidder. Provide both a detailed and a high-level overview of the system proposed, along with a narrative explanation of the system's key features. Identify which features are included in the core product offering and which are offered as optional modules.
 - a. Attachment 1 contains a detailed requirements spreadsheet with eleven (11) tab categories that identify all of the general and specific functional requirements. Submit a fully completed and annotated Attachment 1 including the following: General Requirements, Reporting & Dashboards, Records & Demographics, Import-Export, Attendance, Grading, Scheduling, Discipline, Parent-Student Portal, Staffing, and Technical.
 - b. Provide a detailed description of how the Bidder will meet the Salem Public Schools (SPS) requirements relating to the Scheduling module. Refer to Attachment 1 for the detailed technical aspects of SPS requirements regarding the scheduling module.
 - c. Provide a detailed description of how the Bidder's system will meet SPS core business requirements relating to the parent portal. Refer to Attachment 1 for the detailed technical aspects of SPS requirements regarding the parent portal.
 - d. Provide a detailed description of how the Bidder will meet SPS core business requirements relating to grading setup, including GPA calculation. It is highly desirable that the Bidder's system be capable of utilizing the Power Law. Refer to Attachment 1 for the detailed technical aspects of SPS requirements regarding grading.
 - e. Provide a detailed description of how the Bidder will meet SPS core business requirements of system customization, reporting, importing/exporting and integration with external systems. Refer to Attachment 1 for the detailed technical aspects regarding customization, reporting, exporting and integration.
2. Provide an implementation plan, which shall include detailed identification of tasks, time lines and resources including but not limited to installation, data conversion, customizations, training, external system integration and ongoing support. The transition plan shall assume a start date of December 1, 2015 and a "go live" date of June 30, 2016. Provide information regarding implementation methodology and the expected roles of both the Bidder and the District throughout the implementation process.
 - a. Bidder shall outline its data conversion methodology and the expected roles of both the Bidder and the District as it pertains to data conversion. It is desirable that the bidder provide examples of import templates/definitions that will be utilized in migrating/converting data.
 - b. Bidder shall outline system integration methodology and the expected roles of both the Bidder and the District as it pertains to, but not limited to the following systems:
 - i. Active Directory/LDAP
 - ii. ELLevation
 - iii. eSped
 - iv. Follet Destiny
 - v. Galileo
 - vi. Healthmaster
 - vii. Microsoft Office 365

- viii. Munis
- ix. Naviance
- x. Nutrikids
- xi. Panorama
- xii. Teachpoint
- xiii. VersaTrans

3. Bidder shall provide detailed information regarding its training methodology, including, but not limited to the following: on-site training, web-based training, and on-going training options available post implementation. Bidder shall provide a complete training plan in the technical proposal. The plan shall include:
 - a. on-site administrative assistant training (i.e. demographics, attendance, enrollment, parent portal and administrating grading/historical records for secondary level).
 - b. on-site scheduler training (i.e. master schedule, walk-in scheduler, course, staff record set-up and parent portal).
 - c. on-site school and district administrator training (discipline, reporting, advanced searching, exporting, etc.).
 - d. on-site guidance counselor training for the secondary level (i.e. walk-in scheduling, browsing records, parent portal)
 - e. on-site teacher training (i.e., grading, attendance and parent portal). SPS will utilize a “Train the Trainer” model to train instructional personnel.
 - f. on-site system administrator training.
 - g. on-site special program enrollment training (i.e. RTI, Athletics, Assessment Tracking and Transportation).
4. The security of the District’s data is of the utmost importance. Bidder shall provide a detailed description of the hosted environment including data security, backup and protection; physical security and access; system reliability and redundancy. Discuss the use of external query and report writers (eg, Crystal Reports).
5. Bidder shall provide information on its post-implementation support model, including, but not limited to, all of the following: phone support, web support, experience/qualifications of support staff, expected/guaranteed response time. It is highly desirable that the Bidder provide online support (eg, portal) and “how to” tools (eg, knowledgebase; instructional video library).
6. The Bidder must demonstrate capability and compliance with Massachusetts state reporting requirements including, but not limited to, SIMS, SCS, and EPIMS using SIF standards. Bidder must demonstrate a proven track record of maintaining compliance with state/federal reporting requirements.
7. Bidder must provide a three (3) year product development and release cycle road map.
8. CORI and SORI checks shall be completed by the SIS Proposer on all employees on-site at any SPS location prior to their starting date as outlined in the Commonwealth of Massachusetts Education Reform Law of 1994. CORI and SORI check results must be submitted to SPS prior to the start of the SIS Proposer’s employee start date of planning and implementation.

PART 4. EVALUATION AND SELECTION

4.1 MINIMUM REQUIREMENTS

1. Bidder has a minimum of ten (10) years of favorable experience developing, installing, managing and supporting SIS services in public school environments. It is desirable that the Bidder have at least seven (7) years experience providing SIS services in the Commonwealth.
2. A Letter of Interest including a brief history of Bidder's company and its experience developing and supporting SIS systems.
3. A letter demonstrating the Bidder's proposed system is SIF certified and in good standing with the Department of Elementary and Secondary Education (DESE), having earned a minimum of 3 "stars" in the DESE MA District Vendor Performance Ratings of April 8, 2015 available online at: <http://www.doe.mass.edu/infoservices/data/sif>.
4. An organizational chart indicating names, positions and current resumes of the key personnel related to this project; summaries of credentials and the number of years of experience of the Bidder's Project Manager and the Implementation Team who will work with Salem Public Schools on this contract.
5. Copies of Bidder's audited financial statements demonstrating profitability for the past 3 fiscal years.
6. A list of all Northeast regional public school districts for which the Bidder has provided Student Information System services as described in this RFP during the past five years. It is desirable that the Bidder demonstrate at least 50 current customers within the Commonwealth. It is highly desirable that the bidder demonstrate at least 100 current customers within the Commonwealth.
7. A list of up to 5 school districts (nationwide) that have converted from iPass (Harris) SMS to the proposed system. It is highly desirable that at least one of these be within the Commonwealth.
8. A minimum of 5 references from public school systems that the Bidder has successfully converted from an existing SIS to the proposed SIS. References shall be from districts with a minimum of seven (7) schools and no less than 4,000 students. References shall include a one paragraph synopsis with dates of service, original SIS systems' name, contact address, email address and telephone number.
9. If the Bidder has had a contract terminated for default during the past five (5) years, all such actions must be described. Indicate if Bidder has experienced no such termination for default in the past five (5) years. "Termination for default" is defined as notice to stop performance due to the Bidder's non-performance or unacceptable performance. Describe terminations for default that have occurred during the past five (5) years, including the other party's name, address and telephone numbers. Present Bidder's position on the matter.
10. Bidder shall submit a complete technical proposal, including a completed Requirements spreadsheet (see below).
11. If invited, Bidder agrees to provide up to two (2) on-site presentations. Presentations shall provide both an overview of the system and its operation, as well as a detailed demonstration of functional elements as described below:

- a. Overview

An introduction to the system, its major modules, features and functions; demonstration of the user interface (UI), help options, and reporting features. It is highly desirable that the UI is shown to be straight forward and easily understood. Help features are shown to be comprehensive and context sensitive with content that is clear and easily understood; it is desirable that the system include “how to” self-help videos. Reporting is shown to be robust with built-in system and on the fly options available; it is desirable that reports can be generated across multiple modules (ie, attendance, discipline, demographics, grading). It is highly desirable that the system is shown to support the import and reporting of assessment data from a variety of sources (eg, a 360 degree view of the student utilizing data from a variety of uniform assessment tools.)
- b. Data and workflow

The system is shown to easily link students and families. It is highly desirable that the system is shown to include workflow functionality (ie, when a new student is added to the system an email is sent to identified parties and the students is automatically populated in the library system).
- c. System configuration and administration

The system is shown to support multiple site and district configurations (ie, the system fully supports variable school calendars, grade and / or progress reports which may be traditional or standards-based). It is highly desirable that the system is shown to provide an easy to use import / export feature, with the ability to schedule jobs.
- d. Grading and scheduling

The gradebook is shown to be easy to setup and maintain, and is highly customizable. The gradebook is shown to be fully linked and synched with the system, showing real time student attendance, add/drop/transfer and other information. The gradebook is shown to incorporate traditional and standards-based grading options. It is highly desirable that the gradebook is shown to be device agnostic and “responsive” in design (operates smoothly on a computer, tablet, phone or other Internet-connected device). It is desirable that the system is shown to produce staff schedules in a variety of formats.
- e. Communication

The system is shown to support effective communication between staff and students/families. The “portal” is shown to provide an easy to navigate environment, with multi-language support and granular control at the district level regarding information displayed. It is highly desirable that the system is shown to provide the ability for a portal user to view, sign or print documents for any student for which they have authorized access (ie, handbooks, permission slips, etc..).

4.2 COMPARATIVE CRITERIA

Criteria (desirable, 3pts; highly desirable 5 pts):

Experience: 16pts

4.1.1 Bidder has a minimum of ten (10) years of favorable experience developing, installing, managing and supporting SIS services in public school environments. It is desirable that the Bidder have at least seven (7) years experience providing SIS services in the Commonwealth.

4.1.6 A list of all Northeast regional public school districts for which the Bidder has provided Student Information System services as described in this RFP during the past five years. It is desirable that the Bidder demonstrate at least 50 current customers within the Commonwealth. It is highly desirable that the bidder demonstrate at least 100 current customers within the Commonwealth.

4.1.7 A list of up to 5 school districts (nationwide) that have converted from iPass (Harris) SMS to the proposed system. It is highly desirable that at least one of these be within the Commonwealth.

Specifications: 13pts

3.1d. Provide a detailed description of how the Bidder will meet SPS core business requirements relating to grading setup, including GPA calculation. It is highly desirable that the Bidder's system be capable of utilizing the Power Law. Refer to Attachment 1 for the detailed technical aspects of SPS requirements regarding grading.

3.2a. Bidder shall outline its data conversion methodology and the expected roles of both the Bidder and the District as it pertains to data conversion. It is desirable that the bidder provide examples of import templates/definitions that will be utilized in migrating/converting data.

3.5. Bidder shall provide information on its post-implementation support model, including, but not limited to, all of the following: phone support, web support, experience/qualifications of support staff, expected/guaranteed response time. Support shall be available 6am-6pm, Eastern. It is highly desirable that the Bidder provide online support (eg, portal) and "how to" tools (eg, knowledgebase; instructional video library).

Functional Presentation: 39pts

4.1.11a. It is highly desirable that the UI is shown to be straight forward and easily understood. Help features are shown to be comprehensive and context sensitive with content that is clear and easily understood; it is desirable that the system include "how to" self-help videos. Reporting is shown to be robust with built-in system and on the fly options available; it is desirable that reports can be generated across multiple modules (ie, attendance, discipline, demographics, grading). It is highly desirable that the system is shown to support

the import and reporting of assessment data from a variety of sources (eg, a 360 degree view of the student utilizing data from a variety of uniform assessment tools.)

4.1.11b. It is highly desirable that the system is shown to include workflow functionality (ie, when a new student is added to the system an email is sent to identified parties and the students is automatically populated in the library system).

4.1.11c. It is highly desirable that the system is shown to provide an easy to use import / export feature, with the ability to schedule jobs.

4.1.11d. It is highly desirable that the gradebook is shown to be device agnostic and “responsive” in design (operates smoothly on a computer, tablet, phone or other Internet-connected device). It is desirable that the system is shown to produce staff schedules in a variety of formats.

4.1.11e. It is highly desirable that the system is shown to provide the ability for a portal user to view, sign or print documents for any student for which they have authorized access (ie, handbooks, permission slips, etc..).

Price: 30pts

4.3 RULE FOR AWARD

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

4.4 SELECTION PROCESS

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

PART 5. TERMS AND CONDITIONS

5.1 TERM OF AGREEMENT

Any contract that results from this procurement shall be for a term of three (3) years, commencing upon issuance of the 'Notice to Proceed.'

5.2 ASSIGNMENT AND SUBCONTRACTING

The selected contractor(s) shall not assign, sell, subcontract or otherwise transfer any interest in this agreement without the prior written consent of the City.

5.3 EXAMINATION

By submitting a proposal, the Proposer warrants that he has examined the site of the work and has fully acquainted himself with all conditions and restrictions pertaining to the work and the execution thereof. No claim for any extra or extension of time will be allowed for failure to observe this requirement.

5.4 INSURANCE REQUIRMENTS

General- The Operator 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 Operator agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Operator 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.

Operator's Comprehensive General Public Liability and Property Damage Liability Insurance - The Operator 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 Operator'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 Operator shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Operator 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 Operator 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 Operator.

All insurance coverage shall be at the sole expense of the Operator 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 Operator 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 AGREEMENT

See 'Sample Agreement' attached.

SAMPLE AGREEMENT

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

XXXX,
XXXXXXXXXXXXXXXXXXXX

Whitney Haskell,
Purchasing Agent

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