

City of Salem, Massachusetts



## Request for Proposals

R-21

### **Conservation and Restoration of Historic Artwork**

August 19, 2015

#### **PROPOSALS DUE:**

**Friday, September 18, 2015, 10:00 AM**

\*Late proposals will be rejected

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

## LEGAL NOTICE

### CITY OF SALEM REQUEST FOR PROPOSALS R-21

The City of Salem, through its Purchasing Department, is seeking proposals from a full-service art conservation and restoration firm to conserve three fine antique oil paintings and frames that feature prominent individuals important to the history of the city. The framed paintings are located in the City Council Chambers at City Hall. The goal of this project is to clean, stabilize and preserve these works of art for the enjoyment of present and future generations.

Sealed proposals must be received at the Purchasing Department, Salem City Hall, 93 Washington Street, 2<sup>nd</sup> Floor, Salem, Massachusetts 01970, **on or before 10:00 AM, Friday, September 18, 2015** at which time and place they will be privately opened for the following:

#### **Conservation and Restoration of Historic Artwork**

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 **10:00AM Wednesday, August 19, 2015** at the Purchasing Department, Salem City Hall, 93 Washington Street, 2<sup>nd</sup> Floor, Salem, Massachusetts 01970.

The RFP may be viewed and printed from or [www.salem.com](http://www.salem.com) within the Purchasing Department, under IFBs RFPs, and RFQs R-21.

M-W 8AM- 4PM

Th 8AM-7PM

F 8AM-12PM

Whitney Haskell  
Purchasing Agent

August 19, 2015

**CONSERVATION AND RESTORATION OF HISTORIC ARTWORK**  
**R-21**  
**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: \_\_\_\_\_

<b>CONSERVATION AND RESTORATION OF HISTORIC ARTWORK</b> <b>R-21</b> <b>PROPOSER'S CHECKLIST</b>
---

---

	Yes	No
1. Cover Sheet		
2. Proposer's Checklist (this sheet)		
3. Price Proposal		
4. Non-Price/Technical Proposal		
• Required Certifications		
• Technical Proposal		
5. Acknowledgement of Addenda: _____ (if applicable) #’s		

<p style="text-align: center;"><b>CONSERVATION AND RESTORATION OF HISTORIC ARTWORK</b> <b>R-21</b> <b>PRICE PROPOSAL FORM</b></p>
---

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

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

DESCRIPTION	TOTAL
Phase I. Preliminary Conservation and Restoration Assessment	
Phase II. Conservation and Restoration of Artwork and Frames	
Phase III. Final Conservation Treatment Report	

**TOTAL BASE COST ESTIMATE: \$25,000**

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

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Company/Organization (Proposer): \_\_\_\_\_

Date: \_\_\_\_\_

**CONSERVATION AND RESTORATION OF HISTORIC ARTWORK**

**R-21**

**REQUIRED CERTIFICATIONS**

**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.

\_\_\_\_\_  
(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 three fine antique oil paintings and frames that feature prominent individuals important to the history of the city. The framed paintings are located in the City Council Chambers at City Hall. The goal of this project is to clean, stabilize and preserve these works of art for the enjoyment of present and future generations.

The anticipated performance period shall be commence on or around October 9, 2015 and terminate or around June 1, 2016.

### **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, August 19, 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](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, 93 Washington Street, 2<sup>nd</sup> 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 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".

#### **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:

##### ☐ **NON-COLLUSION FORM**

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

##### ☐ **TAX COMPLIANCE FORM**

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

##### ☐ **CORPORATE BIDDER FORM**

If the proposal is being submitted by a corporation the proposal must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

##### ☐ **PLAN OF SERVICES**

###### Qualifications of the Proposer

- A brief description of the proposers' 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.

#### Work Plan and Timeline

- Please provide a detailed proposal/work plan on how the Project Scope requirements will be met and include a timeline 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 **Friday, September 18, 2015 at 10:00 AM.**

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, 2<sup>nd</sup> 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@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.

#### **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, 2<sup>nd</sup> Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

## **PART 3. SCOPE OF 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 the conserve and restore three historic artworks and frames residing in Salem City Hall Council Chambers.

The Artworks are comprised of the following portraits:

- Portrait of John Endecott painted by George Southward in 1873. The painting was presented by WM. G. Endicott to the city of Salem in 1892. The subject, John Endecott, who was born c. 1588 and died March 15, 1665, served as the first governor of the Massachusetts Bay Colony in 1629.
- Portrait of Simon Bradstreet by an unknown artist painted and presented to Salem in 1892. Simon Bradstreet, a resident of Salem, among others including John Winthrop, Bradstreet helped to found Boston, the capital of the Massachusetts Bay Colony. Before he served as the last governor of the Colony, Bradstreet and Endecott, the subject in the aforementioned painting, were at odds with each other over beliefs concerning charter rights. Fittingly the two face each other as they hang on opposite walls.
- Portrait of John Glen King painted by Salem artist, Frank W. Benson. The subject, John Glen King, was born in Salem on March 19, 1787 and served as the first president of the common council of Salem. The artist, Frank W. Benson, is celebrated as one of America's best impressionist painters. Benson was a native of Salem, born into a prosperous old Salem family. The painting in City hall by Benson is a copy of the original painting by the artist Charles Osgood, a Salem artist who painted many portraits for Salem.

**Lead conservator(s) and any participating conservation technician(s) must abide by the American Institute for Conservation of Historic and Artistic Works' Code of Ethics and Guidelines for Practice.**

The City has received \$25,000 available for the conservation from the Community Preservation Project fund to complete the Conservation and Restoration of Historic Artwork project.

### **Project Scope**

#### Phase I. Preliminary Conservation Assessment

- Examination, documentation and evaluation of historic artwork as to the present condition of the paintings and frames.
- Lead conservator must maintain regular communication with the Department of Planning and Community Development. The Department of Planning and Community Development will serve as a liaison among City departments and any pertinent committee representatives during on-

#### Phase II. Conservation and Restoration

Conservation and Restoration of Historic Artwork and frames should include but not limited to:  
Cleaning

Stabilizing  
Lining  
Retouching  
Varnishing  
Rewiring/Remounting  
Stretching

Phase III. Final Conservation Treatment Report

- Conservator will provide a report when conservation and restoration is completed and will list materials and procedures used. The final report will include photographic records documenting condition before and after treatment. Recommendations for continued care and maintenance will also be provided. Both written and photographic records should be unambiguous. A total of four (4) bound hard copies and one (1) electronic copy to be sent to Department of Planning and Community Development and Department of Public Works

## **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 <u>OR</u> formal professional training through an apprenticeship in conservation related to fine art paintings and restoration of antique frames.
2. Proposer must provide at least three (3) professional references where work of a similar scope and scale has been completed.
3. Proposer must submit a complete application .

### **4.2 COMPARATIVE CRITERIA**

#### **4.2.1 Quality and Depth of Project Experience:**

Highly Advantageous	The lead conservator and participating conservation technician (s) have completed the conservation of at least three (3) fine art paintings and frames of similar size and age. Project work samples are of outstanding quality in content, and technical presentation
Advantageous	The lead conservator and participating conservation technician (s) have completed the conservation of at least three (3) fine art paintings and frames of similar size and age. Project work samples are of good quality in content and technical presentation
Not Advantageous	The proposer has limited experience in providing services related to similar projects, and limited prior experience with public or private restoration projects. Project work samples minimally meet current standards for content and technical presentation.

#### **4.2.2 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 presents 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.

#### 4.2.3 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 the consultant had met schedule expectations, communicated effectively with 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 deliverable, 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 3.3 Comparative Criteria.



## **PART 5. TERMS AND CONDITIONS**

### **5.1 TERM OF CONTRACT**

The term any contract that results from this RFP, shall commence on or around October 9, 2015 and shall terminate on or around June 1, 2016.

### **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.

## SAMPLE CONTRACT

CITY OF SALEM

XXXXXXX

Contract Number:

1. THIS AGREEMENT made and concluded this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Thirteen by and between \_\_\_\_\_; hereinafter referred to as the (Vendor) and the City of Salem, 93 Washington Street, Salem, MA 01970, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, Kimberley Driscoll; its Purchasing Agent, Whitney Haskell; and its \_\_\_\_\_; thereto duly authorized, hereinafter referred to as the (City).
2. WITNESSETH, that the said Vendor has agreed and by these presents does agree, for the consideration hereinafter contained to provide \_\_\_\_\_, pursuant to the scope of services, terms and conditions described in Request for Proposals/Invitation for Bids \_\_\_\_\_,

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

3. **Performance Period:** \_\_\_\_\_.
4. The Vendor shall not assign or transfer this contract, or any part thereof without the prior written consent of the Purchasing Agent of said City.
5. And the said Vendor further agrees to indemnify and save harmless the said City of Salem, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property, by or from the said Vendor, servants or agents, or by, or on account of, any act or omission of the said Vendor, or servants or agents, in the performance of this contract; and the Vendor hereby agrees that so much of the money due to under, and by virtue of, this agreement, as shall be considered necessary by said Purchasing Agent, may be retained by the City until all such suits or claims for damages as aforesaid, shall have been settled, and evidence furnished to the satisfaction of said Purchasing Agent, provided, however, that notice of such claims, in writing and signed by the claimants, shall be previously filed in the offices of the City Clerk of said City.
6. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with its bid/proposal dated \_\_\_\_\_ now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, which proposal is hereby made a part of this contract by reference.
7. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor \_\_\_\_\_ (\$\_\_\_\_\_), said payment to be made within thirty days from receipt and acceptance of a reasonably detailed invoice. **THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.**
8. **Insurance Coverage:**

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

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

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

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

9. This Agreement may be terminated upon thirty (30) days prior written notice for failure of Vendor to provide adequate service as determined by the Purchasing Agent.
10. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject to the provisions of Massachusetts's law, and to all lawful implementing regulations, as amended from time to time.
11. IN WITNESS WHEREOF the said; (\_\_\_\_); Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company.  
An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and its \_\_\_\_\_.

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

\_\_\_\_\_  
By:

\_\_\_\_\_  
Authorized Signature

**CITY OF SALEM**

By:

\_\_\_\_\_  
**Kimberley Driscoll,**  
**Mayor**

\_\_\_\_\_  
Authorized Officer (print name)

\_\_\_\_\_  
Sarah Stanton,  
Finance Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Lynn Duncan,  
Director-Planning and Community Development

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

Approved as to form:

\_\_\_\_\_  
Elizabeth Rennard, Esq.,  
City Solicitor