

City of Salem, Massachusetts



Request for Proposals

S-23

Summer Programing for Salem Public Schools

January 9, 2017

PROPOSALS DUE:

Tuesday, January 31, 2017

*Late proposals will be rejected

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

REQUEST FOR PROPOSALS
S-23
SUMMER PROGRAMMING
COVER SHEET

Proposer: _____

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

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

Contact Name: _____

Telephone: _____

Email Address: _____

Fax: _____

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

**REQUEST FOR PROPOSALS
S-23
SUMMER PROGRAMMING
CHECKLIST**

Submissions:

	Yes	No
1. Cover Sheet		
2. Proposer's Checklist (this sheet)		
3. Price Proposal		
• Price Proposal Form		
4. Non-Price/Technical Proposal		
• Required Certifications		
• Program Proposal		
• Reference Form		
• Background Check Acknowledgement		
5. Acknowledgement of Addenda: Addendum #1 Date: _____ Addendum #2 Date: _____ Addendum #3 Date: _____ Addendum #4 Date: _____		

Minimum Requirements:

	Yes	No
1. At least three references from other communities where proposer has provided similar programs.		
2. All staff will be First Aid & CPR certified.		
3. All Teachers will be DESE licensed educators.		
4. All staff will be required to comply with SPS policies regarding background checks.		

REQUEST FOR PROPOSALS
S-23
SUMMER PROGRAMMING
PRICE PROPOSAL

A proposed program budget including a total submittal price based on 120 students per program, should include:

- Staffing (all program positions)
- Curriculum/Program Materials
- Program Supplies
- In-Kind Donations/Services
- Contract Services
- Food
- Transportation
- Other (please specify)

Total:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PRINTED)

DATE

<p>REQUEST FOR PROPOSALS S-23 SUMMER PROGRAMMING REQUIRED CERTIFICATIONS</p>
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FORM A
NON-COLLUSION

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

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Date)

FORM B
TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Federal Tax Identification or Social Security Number)

(Date)

FORM C
CERTIFICATE OF CORPORATE AUTHORITY *(if applicable):*

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

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Date)

PART 1. GENERAL INFORMATION

1.1 DESCRIPTION

The City of Salem is seeking proposals from qualified person(s) or firm(s) to provide Summer Vacation Educational & Enrichment program(s) for Salem Public School students during the summer of 2017. The dates of the program will be July 10th to August 11th. The awarded contract will be for the summer of 2017, with the option to renew for the two following years (summer of 2018 and summer of 2019).

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

1.2 APPLICABLE LAW

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

1.3 APPROVAL

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

1.4 INCORPORATION BY REFERENCE

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

1.5 TIME FOR AWARD

Any contract that may result from the procurement shall be awarded within thirty (30) days after the proposal due date. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most advantageous proposer.

1.6 RIGHT TO CANCEL/REJECT

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

1.7 TAXATION

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

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

1.8 OBTAINING THE REQUEST FOR PROPOSALS

The RFP shall be available beginning, Monday, January 9, 2017.

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

Hardcopies of the RFP and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 3rd Floor, Salem, MA 01970, between the hours of 8:00 AM-4:00 PM on Monday-Wednesday, 8:00-7:00 PM on Thursday, and 8:00 AM-12:00 PM on Friday.

PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

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

2.1.1 PRICE PROPOSAL FORM

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

2.1.2 NON-PRICE/TECHNICAL PROPOSAL

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

☐ NON-COLLUSION FORM

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

☐ TAX COMPLIANCE FORM

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

☐ CORPORATE BIDDER FORM

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

☐ PROGRAM PROPOSAL

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

2.2 PROPOSAL DELIVERY

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

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **11:00 AM on Tuesday, January 31, 2017.**

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

Email and facsimile submissions will not be accepted.

2.2.2 ADDRESS

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

2.2.3 HOURS OF OPERATION

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

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

2.2.4 COPIES

Proposers must submit one (1) original and one (4) copies of the proposal.

2.2.5 LABELING

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

2.3 SIGNATURES

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

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS

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

2.4.2 CHANGES

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

2.4.3 MODIFICATIONS AND WITHDRAWALS

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

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

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

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled due date, 120 Washington Street, 3rd Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

PART 3. SCOPE OF SERVICES

General Description:

The City of Salem is seeking proposals from a qualified organization to provide five week Summer Educational & Enrichment program(s) to be run Monday through Friday between the hours of 8 am and 4 pm at one (or several) of Salem's K-5 or K-8 schools. The program dates will be July 10, 2017 to August 11, 2017. The awarded contract will have an option to renew for the summers of 2018 and 2019.

The provider of the Education and Enrichment Summer Program will:

- Provide differentiated instruction to students **with a range of needs** through research-based methods that support student achievement in literacy, math and science and the development of students' social emotional health.
- Take advantage of opportunities to involve community partners in providing learning experiences including community exploration opportunities outside of the school.
- Provide intentional project-based or hands on educational opportunities.
- Include youth development goals that inspire intrinsic motivation, high attendance and engagement
- Collaborate with the district to use individual student pre/post assessment data to drive and evaluate summer programming. This data will be included in a final program report.
- Co-Develop programming with the Salem Public Schools that will meet the needs of students with disabilities, English Language Learners, students who are homeless, and the general population of Salem Public Schools' students.
- Collaborate with SPS to align behavior interventions with SPS's Positive Behavior Intervention Support (PBIS) framework.
- Consult with SPS before removing any student from the program.

Program Proposal Requirements:

Section One – Program Description:

- A description of the programming that will be provided, including a proposed daily schedule, and proposed community involvement opportunities.
- A plan for engaging the families of the students, who may speak languages other than English.
- A description of strategies that will be used for positively managing student behavior.
- A staffing plan, including minimal qualifications for staff in all positions.
- A training plan, outlining the steps that will be taken to ensure staff are properly trained in programmatic goals and plans, individual student needs, and health & safety requirements before the program begins.

Section Two – Qualifications:

- Evidence of a high likelihood of success in providing summer programming to students of similar age(s) in a similar sized program(s) in at least three communities.
- At least three (3) references from school districts where the proposer has successfully provided comparable services. The Salem Public Schools may be used as one of these references (as applicable).
- Teachers must have appropriate DESE licensure.

Section Three – Health and Safety:

- Plans to handle illness, or injury to a child or staff.
- Safety procedures: (i.e. adult check in and check out procedure to ensure pickup of children by authorized adults

only, safety drill procedures, etc.)

Enrollment:

Each proposal should be written to accommodate up to 160 students with an emphasis on instruction/enrichment activities designed for students within the range of grades 3-5, staffed at minimum by one classroom teacher and one teacher assistant. The determination of additional staffing levels and the management plan needed to carry out program services is the responsibility of the vendor.

SPS will be responsible for:

- Helping to recruit student participants through the recommendations of school principals and parent registration. Should applicants exceed the seats available, a lottery system will be utilized in making a final determination on student participants.
- Augmenting vendor staff with SPS support as deemed appropriate by the SPS to support enrolled students.
- Providing student contact, academic and medical information given parent permission as part of program participation.
- Facility space including 6 classrooms, cafeteria, a common storage space and bathrooms. Access to the media center, computer cart/lab (internet) and gym, can be provided as available (schedules to be worked out in advance).
- The cost of the general operation of the building including custodial services.
- A student breakfast and lunch program.
- Providing a designated onsite building contact person/liaison.
- Instituting a sliding scale fee structure for program participation as costs may require.
- Assisting in recruiting and recommending teachers and other SPS staff to be hired by the vendor.

General Vendor Obligations:

The successful Proposer will:

- Recruit qualified staff.
- Work cooperatively with SPS Pupil Support Services Department to support an inclusive, positive, and effective experience for all participants.
- Develop a program that contains an educational component with materials, texts and curriculum linked to the Salem Public Schools' and Massachusetts State Curriculum Frameworks. Activities may involve mixed groups based upon student's age and interest.
- Ensure the cleaning and general maintenance of the area(s) used (i.e. washing tables, cleaning-up spills, placing refuse in waste barrels) on a daily basis.
- Provide a daily attendance roster maintained by the program.
- Comply with all existing SPS emergency procedures e.g. fire drills.
- Designate a full-time, onsite supervisor who will maintain a mobile/cell telephone with his/her emergency contact number made available to the SPS onsite liaison.
- Provide Field trip transportation (as needed).

PART 4. EVALUATION AND SELECTION

4.1 MINIMUM REQUIREMENTS

1. At least three references from other communities where proposer has provided similar programs.
2. All staff will be First Aid & CPR certified.
3. All Teachers will be DESE licensed educators.
4. All staff will be required to comply with SPS policies regarding background checks.

4.2 COMPARATIVE EVALUATION CRITERIA

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

3.3.1 EXPERIENCE & SUCCESS IN PROVIDING COMPARABLE PROGRAMMING

Proposers must demonstrate success or a high potential for success in providing a comparable program(s) focused on summer academic and enrichment activities/instruction. Preference will be given to the proposer whose supporting documentation and references clearly demonstrate that they have a record of success, having run a similar program(s) in at least three school districts (preferably in at least one urban area).

Highly Advantageous	The Proposer has run several very successful programs of a similar nature in at least three school districts of similar size to the Proposal for at least three years each.
Advantageous	The Proposer has run a successful program(s) in fewer than three districts but for two or more years.
Not Advantageous	The proposer has not run a similar program and/or has limited experience in this field of services.

3.3.2 EVIDENCE OF AN ORGANIZED PROGRAM DESIGNED TO PROVIDE INSTRUCTIONAL & ENRICHMENT THEME-BASED ACTIVITIES IN LINE WITH THE DESIGNATED PROGRAM GOALS

Preference will be given to the proposer(s) most closely meeting the academic, program, and student needs outlined in the Proposal.

Highly Advantageous	Proposer's plan of service(s) clearly reflects the criteria outlined in the Proposal with evidence/examples provided. e.g. sample schedules, themes, etc.
Advantageous	Proposer's plan of service demonstrates that they generally considered academic information, listing a variety of fun and educational activities which take into account a variety of student learning styles and needs.
Not Advantageous	Proposer's plan of service is incomplete and not responsive to the criteria outlined in the Proposal e.g. partial list of educational & enrichment activities.

3.3.3 THE PROPOSAL PROVIDES FOR AN ONGOING PROCESS OF ASSESSEMENT DESIGNED TO IMPROVE INSTRUCTION AND STUDENT LEARNING

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

Highly Advantageous	The Proposal contains specific details and supporting data for the use of a specific set of assessments applicable for use with intermediate level students that provides individual and collective data that can be utilized by SPS staff during the upcoming school year.
Advantageous	The Proposal contains a plan for pre/post testing of student participants that provides for the assessment of student progress.
Not Advantageous	The Proposal contains an incomplete, informal or vague means through which students' progress will be assessed.

3.3.4 THE PROPOSAL TAKES ADVANTAGES OF COMMUNITY PARTNERS AND OPPORTUNITIES TO USE LOCAL RESOURCES (people and places) IN PROVIDING A VARIETY OF LEARNING EXPERIENCES TO STUDENTS

Preference will be given to the Proposer that takes full advantage of the area resources in utilizing guest speakers, visits to relevant North Shore locations and partnerships, in providing a variety of "first hand" direct learning experiences to students.

Highly Advantageous	The Proposal includes specific information and evidence of organized plans for using a variety of partnerships, field trips, speakers, etc.to support program themes and goals.
Advantageous	The Proposal outlines general plans to take advantage of area resources to support learning and enrichment activities.
Not Advantageous	The Proposal fails to address the use of outside resources in their program plans.

3.3.5 THE PROPOSAL HAS A PLAN TO ENGAGE STUDENTS' FAMILIES, INCLUDING THOSE WHO MAY SPEAK LANGUAGES OTHER THAN ENGLISH.

Preference will be given to the Proposer that demonstrates an ability to engage students' families, including those who may speak languages other than English.

Highly Advantageous	The Proposal includes specific information and evidence of plans for engaging families in multiple languages, including at least English and Spanish, using varied methods.
Advantageous	The Proposal outlines general plans to engage families through written communication.
Not Advantageous	The Proposal fails to address a family engagement plan.

4.3 RULE FOR AWARD

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

PART 5. TERMS AND CONDITIONS

5.1 TERM OF CONTRACT

The term any contract(s) that results from this RFP, shall commence upon issuance of the Notice to Proceed. The contract(s) may be renewed for up to two additional years in one year increments.

5.2 ASSIGNMENT AND SUBCONTRACTING

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

5.3 INSURANCE REQUIRMENTS

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

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

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

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in

said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

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

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

5.4 INDEMNIFICATION

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

5.5 FEDERAL AND STATE LAW

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

5.6 SAMPLE CONTRACT

See 'Sample Contract' attached.

REFERENCE FORM

Proposer: _____

RFP Title: _____

Proposer must provide references for:

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

Reference #1: _____

Contact #1: _____

Reference #2: _____

Contact #2: _____

Reference #3: _____

Contact #3: _____

BACKGROUND CHECK ACKNOWLEDGEMENT FORM

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

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

Applicant's Signature

Date

CORI FORM

CORI REQUEST FORM

Revised 10/3/2016

SCHOOL/S or DISTRICT: _____

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

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

SUBJECT INFORMATION (PLEASE PRINT)

* Indicates required information

*First Name: _____ *Middle Initial: _____

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

*Date of Birth (MM/DD/YYYY): _____

*Last SIX digits of your Social Security Number: ____ -- ____

☐ I do not have a Social Security Number

Father's Full Name: _____

Mother's Full Maiden Name: _____

Former Last Names: _____

*Street Address, Apt #: _____

*City: _____ *State: _____ *Zip: _____

Phone Number: _____

Former Street Address, Apt #: _____

City: _____ State: _____ Zip: _____

DRIVER'S LICENSE NUMBER: _____ STATE: _____

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

Signature: _____

AUTHORIZING INFORMATION

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

VERIFIED BY:

Name of Verifying Employee (Please Print)

Signature of Verifying Employee

Date

COPY OF THE GOVERNMENT ISSUED PHOTOGRAPHIC IDENTIFICATION MUST ACCOMPANY THIS FORM

Fingerprinting

INSTRUCTIONS FOR OBTAINING A FINGERPRINT-BASED BACKGROUND CHECK

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

Important Things to Know:

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

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

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

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

Salem Public Schools
29 Highland Avenue
Salem, MA 01970

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

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

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

For more information, please visit:

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

SAMPLE CONTRACT

CITY OF SALEM

Department
Supply/Services
Contract Number:

1. THIS AGREEMENT made and concluded this ____ day of _____ in the year Two Thousand _____ by and between _____; hereinafter referred to as the (Vendor) and the City of Salem, 93 Washington Street, Salem, MA 01970, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, Kimberley Driscoll; its Purchasing Agent, Whitney Haskell; and its _____; thereto duly authorized, hereinafter referred to as the (City).
2. WITNESSETH, that the said Vendor has agreed and by these presents does agree, for the consideration hereinafter contained to provide _____ pursuant to the Vendor's proposal/bid dated _____ . (and attached hereto.)
3. In case of any alteration of this contract, so much thereof as is not necessarily affected by the change, shall remain in force upon all parties hereto; and no payment for _____ under such alteration shall be made until the completion of the whole contract, and the adjustment and payment of the bill when rendered for same shall release and discharge the said City from any and all claims or liability on account of _____ furnished under this contract, or any alteration thereof.
4. **Performance Period:**
5. The Vendor shall not assign or transfer this contract, or any part thereof without the prior written consent of the Purchasing Agent of said City.
6. And the said Vendor further agrees to indemnify and save harmless the said City of Salem, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property, by or from the said Vendor, servants or agents, or by, or on account of, any act or omission of the said Vendor, or servants or agents, in the performance of this contract; and the Vendor hereby agrees that so much of the money due to under, and by virtue of, this agreement, as shall be considered necessary by said Purchasing Agent, may be retained by the City until all such suits or claims for damages as aforesaid, shall have been settled, and evidence furnished to the satisfaction of said Purchasing Agent, provided, however, that notice of such claims, in writing and signed by the claimants, shall be previously filed in the offices of the City Clerk of said City.
7. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with its bid/proposal dated _____ , now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, which bid/proposal is hereby made a part of this contract by reference.
8. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor _____ (\$_____), said payment to be made within thirty days from receipt and acceptance of a reasonably detailed invoice.
THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.

9. Insurance Coverage:

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

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

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

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

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

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

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

11. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject to the provisions of Massachusetts's law, and to all lawful implementing regulations, as amended from time to time.
12. IN WITNESS WHEREOF the said; (____); Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company. An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and _____.

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

By:

CITY OF SALEM:
By:

Authorized Signature

Kimberley Driscoll,
Mayor

Authorized Officer (print name)

Sarah Stanton,
Finance Director

Title

Margarita Ruiz,
Superintendent of Schools

Whitney Haskell,
Purchasing Agent

Approved as to form:

Elizabeth Rennard, Esq.,
City Solicitor