

City of Salem



Invitation for Bids

S-27

29 Passenger Bus

March 20, 2017

BIDS DUE:

April 4, 2017, 11:30 AM

*Late bids will be rejected

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

**29 PASSENGER BUS
S-27
COVER SHEET**

Proposer:	<hr/>			
Street Address:	<hr/>	<hr/>	<hr/>	<hr/>
	(Number and Street)	(City)	(State)	(Zip)
Taxpayer Identification No:	<hr/>		<hr/>	
	(Social Security Number)		(Federal Identification Number)	
Contact Name:	<hr/>			
Telephone:	<hr/>			
Email Address:	<hr/>			
Fax:	<hr/>			
Authorized Signature:	<hr/>			
Name:	<hr/>			
Title:	<hr/>			
Date:	<hr/>			

29 PASSENGER BUS

S-27

CHECKLIST

Submission Requirements:

- ☒ **Please Check:**
- ☐ Completed Cover Sheet
- ☐ Bid Form
- ☐ Specification Checklist
- ☐ Signed Certificate of Non-Collusion
- ☐ Signed Tax Compliance Certification
- ☐ Certificate as to Corporate Bidder
- ☐ 5% Bid Deposit
- ☐ Acknowledgement of Addenda: _____ *(if applicable)*
(#s)

29 PASSENGER BUS
S-27
BID FORM

Bidder agrees to furnish and deliver the vehicle described in these specifications for the total price of:

\$ _____

(figures)

_____ DOLLARS AND _____

_____ CENTS.

(written)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PRINTED)

DATE

<p>29 PASSENGER BUS S-27 CERTIFICATIONS</p>

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 Bidder)

(Federal Tax Identification or Social Security Number)

(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 Bidder)

(Federal Tax Identification or Social Security Number)

(Date)

FORM C
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 Bidder)

(Federal Tax Identification or Social Security Number)

(Date)

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The Salem School Department is seeking bids for a 29-passenger bus as described herein.

The delivery date shall be no later than **August 1, 2017**.

The selected vendor will be required to supply a performance bond in the amount of 50% of the contract price.

1.2 APPLICABLE LAW

This procurement will be conducted pursuant to Massachusetts General Laws Chapter 30B, Section 5.

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 Invitation for Bids 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 bid opening. The time for award may be extended for up to 45 days by agreement between the City and apparent low bidder.

1.6 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this Invitation for Bids or reject in whole or in part any and all bids 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 bid pricing.

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

1.8 OBTAINING THE INVITATION FOR BIDS

The Invitation for Bids shall be available beginning, Monday, March 20, 2017.

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

Hardcopies of the Invitation for Bids and related documents may be obtained at the Office of the Purchasing Agent, 120 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 BIDDERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a bid. Bids must be sealed and marked as noted.

2.1.1 BID PRICING FORM

Every bid must include a completed 'Bid Form'. See attached. All material, equipment and labor is F.O.B. City of Salem.

2.1.2 NON-COLLUSION

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

2.1.3 TAX COMPLIANCE

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

2.1.4 CORPORATE BIDDER

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

2.1.5 SPECIFICATION CHECKLIST

Every bid must include a completed "Specification Checklist." The "Specification Checklist" is controlling. Any attached documentation will be considered for informational purposes only. Any deviations from the specifications may disqualify a bid.

2.1.6 BID DEPOSIT

Each bid must be accompanied by a deposit equal to five percent (5%) of the amount of the bid. The bid deposit may be in the form of a certified treasurer's or cashier's check payable to the City of Salem from a responsible bank or trust company; cash; or a bid bond.

2.1.7 PERFORMANCE BOND

The selected contractor shall be required to furnish a Performance Bond in the amount of fifty percent (50%) of the contract price, within ten days of the date of notification of the contract award.

2.2 BID DELIVERY

Below please find a description of the manner in which sealed bids must be submitted.

2.2.1 DUE DATE AND TIME

Bids shall be received by the Office of the Purchasing Agent on or before **11:30 AM, Tuesday, April 4, 2017.**

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

2.2.2 ADDRESS

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

2.2.3 HOURS OF OPERATION

Bids 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

Bidders must submit one (1) original and one (1) copy of the bid.

2.2.5 LABELING

The outside of the envelope containing the sealed bid must be labeled with 1) the bid number 2) the bid opening date and time and 3) the name of the bidder.

2.3 SIGNATURES

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder 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/REQUESTS FOR CLARIFICATION

Questions concerning this Invitation for Bids 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 Invitation for Bids.

2.4.2 CHANGES

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

2.4.3 MODIFICATIONS AND WITHDRAWALS

A bidder may correct, modify, or withdraw a bid by written notice received by the City of Salem prior to the time and date set for bid opening.

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 Invitation for Bids.

After the bid opening a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

2.5 UNFORESEEN OFFICE CLOSURES

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

2.6 BID OPENING PROCEDURE

At the time and place fixed for opening of bids, the City will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

PART 3. SPECIFICATIONS

3.1 SPECIFICATIONS

TYPE "A" MICRO BUS CHASSIS SPECIFICATIONS 29 PASSENGERS

The "Specification Checklist" is controlling. Any attached documentation will be considered for informational purposes only. Any deviations from the specifications may disqualify a bid. Please note any exceptions.

CHASSIS SPECIFICATIONS

✓	Please Check
	1. CHASSIS: Model year 2016 or newer, GM 4500 159"-wheel base, 14,200lb GVW, 6.0 V8 Gas with dual rear wheels.
	2. CHASSIS AIR CONDITIONING
	3. ALTERNATOR: 160 AMP
	5. BATTERY: Dual Batteries
	6. BACK UP ALARM: 112 decibels when vehicle is in reverse
	7. BRAKES: Hydraulic with ABS
	8. BUMPERS: Front chassis supplied black; Rear 3/16" thick 91/2" high with 12" wrap around extended 2" black
	9. DRIVE LINE: Protective drive shaft loops installed
	10. DRIVER SEAT: High back adjustable with cloth upholstery and passenger side armrest
	11. DRIVERS STEP: Aluminum
	12. ENGINE: 6.0 Liter V8 gas
	13. FUEL TANK: Chassis supplied 35-gallon capacity

	14. HEADLIGHTS: Halogen day time running lights
	15. HORN: Chassis supplied dual horns
	16. IGNITION: To include body solenoid for positive shut off to all circuits
	17. MUDFLAPS, Rear Mud flaps to be included
	18. PAINT: National school bus yellow with lusterless black hood and wheels
	19. RADIO: AM/FM/CD, 4 deluxe speakers
	20. STEERING: Full power with <u>tilt wheel</u> column
	21. SUSPENSION: spring suspension TIRES: LT225/75R-16D all season.
	22. 1 SPARE BLACK WHEEL AND TIRE
	23. TRANSMISSION: Automatic, 6 speed with overdrive
	24. TOW HOOKS: Frame mounted on rear
	25. WIRING: Color-coded
	26. WHEELS: Painted black
	27. WARRANTY: Standard 5-year/60,000 mile on engine and transmission. Bidder shall be a licensed dealer for the chassis manufacturer and be certified to do all chassis warranty repairs at the bidder's dealership. A copy of the dealer license shall be included in the bid documents.
✓	TYPE "A" BODY SPECIFICATIONS
	1. 29 Passengers
	2. AIR CONDITIONING, 55,000 BTU Rear A/C, 2 Year Limited Warranty
	3. AUXILIARY FAN: One mounted over windshield right side
	4. AUXILIARY POWER OUTLET, to be located on engine console
	5. BODY SOLENOID: Wired through dash for all body circuits
	6. BARRIERS: Left and right side permanently mounted with modesty panel on each one.
	7. CEILING: Full Acoustic Headlining

	8. CHILD CHECKMATE SYSTEM
	9. CONTROL PANEL: Shall be installed on right side of driver's seat within easy reach.
	10. All switches to be labeled and backlit with dimmer switch
	11. DIRECTIONALS: Side mounted with armored protection. Rear amber 7".
	12. EMERGENCY DOOR: Shall include a locking retainer to hold the door in the open position. Door must include an emergency buzzer when handle is lifted. A sliding vandal lock shall be supplied to lock rear door. This lock shall disengage the ignition until it is unlocked.
	13. EMERGENCY WINDOWS: One push out window per side with vertical hinge. Labels shall be placed on the interior and exterior of these indicating the operation and location of the windows. All windows to be tinted.
	14. ENTRANCE DOOR: 32"x77" Outward opening with manual control. Electric not acceptable
	15. HANDRAIL: Stainless steel on left and right side of entrance door.
	16. FLOOR: 14 Gauge galvanized steel floor with h" Plywood sub floor, with grey rubber floor. Rubber flooring to be smooth under passenger seats with 12" ribbed rubber aisle. Aisle to have aluminum strips.
	17. HEADROOM: A minimum of 76" at center line front to rear required with interior width of 93"
	18. HEADER PADS: located over emergency, entrance, and wheelchair door
	19. HEAT: 42,000 BTU rear under seat heater LH.
	20. HEATER HOSES: All rubber hoses to be insulated with constant torque heater hose clamps
	21. INTERIOR SIDE PANELS: aluminized mar proof
	22. INSULATION: All insulation to be a minimum of 2" with "R" value or 5.75
	23. JOINT STENGTH: Bus body must meet FMVSS 221 joint strength requirements
	24. LIGHTS: Interior dome lights shall be evenly spaced over the aisle. Drivers dome light to be on separate switch
	25. LIGHTS: A red light over the emergency exit shall be wired with clearance lights

	26. LIGHTS: All exterior lights except warning lights to be LED. Clearance and side turn signals <u>shall be armored</u> .
	27. LETTERING: Shall include all state mandated specifications and customer's requirements
	28. MIRRORS: Interior mirror to be 6"x30" non-glare padded, Exterior Mirrors to be Heated and remote controlled with stainless steel brackets.
	29. MONITOR BOARD: Deluxe 8-way exterior lamp
	30. PAINT: School bus yellow with black trim. Hood to be painted lusterless black, Roof to be white
	31. REAR EMERGENCY DOOR: 37 h" x 52 h" Door Opening with grease fittings on door hinges
	32. REFLECTIVE MARKINGS: <u>3M brand</u> reflective tape shall outline the rear, sides, and all emergency exits. "SCHOOL BUS" signs shall be 3M diamond grade.
	33. ROOF HATCH: Single hatch centered on body with ability to vent. To include buzzer
	34. RUB RAILS: Four rub rails required (beneath passenger windows, floor line, seat level, and bottom snow rail)
	35. SAFETY ITEMS: Shall include a first aid kit, body fluid kit, and triangles. A seat belt cutter and fire extinguisher shall be in easy reach of the driver. Rubber chock blocks secured.
	36. SCHOOL WARNING LAMPS: Halogen Eight-way warning lamps wired non-sequentially. Lights shall have a black paint surround with individual hoods.
	37. SEATS: Bus shall be configured for 29 passengers. All seats with color-coded belts. 3 per 39" seat and 2 per 26" seat. Upholstery to be light Grey. Two complete rows to be equipped with integrated child seats. Total of 8 positions.
	38. STEPWELL LIGHT: 14 candle to illuminate when entrance door opens
	39. STATIC VENT: installed in first roof section
	40. STEREO: AM/FM/CD with 4 deluxe speakers. Front speakers to be at least two body sections behind driver.
	41. STOP ARM: Electric with LED/ Strobe, reflective background
	42. STORAGE COMPARTMENT: mounted above driver's seat with locking latches

	43. 2 Way Radio, of equal quality of existing units, installed and programmed to Salem Public Schools frequency.
	44. UNDER HOOD SHUT OFF VALVES: dual butterfly shut off valves to be mounted in line with heater hoses
	45. VISOR: chassis supplied driver's sun visor
	46. WARRANTY: 3-year bumper to bumper. A copy of the warranty shall be included in the bid documents.
	47. WINDOWS: 12" tempered windows All windows to be tinted without stops.
	48. WIRING: Color-coded wiring with numbers.

MANUFACTURER OF PROPOSED BUS: _____

YEARS AS DEALER OF LISTED MANUFACTURER: _____

PART 4. EVALUATION AND SELECTION

4.1 RULE FOR AWARD

Any contract that results from this procurement shall be awarded to the responsive and responsible vendor offering the lowest price for the vehicle specified herein.

PART 5. TERMS AND CONDITIONS

5.1 TERM OF CONTRACT

The contract term shall commence upon receipt of the “Notice to Proceed” and terminate upon satisfactory delivery of the vehicle.

5.2 DELIVERY TERMS

The vehicles shall be delivered to the City of Salem Garage, located at 5 Jefferson Avenue, Salem, MA 01970 between the hours of 8 AM and 3 PM Monday-Friday. Please coordinate delivery with Steve Tassinari at 978-745-2676.

The vehicle must be available for use by **August 1, 2017**.

5.3 ASSIGNMENTS AND SUBCONTRACTING

The selected vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City. The successful bidder shall be fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

5.4 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. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City. The Successful Bidder shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the application provisions of the Contract for the improvements embraced in the site preparation.

Invoicing for all work must be done weekly and must be accompanied by copies of original bills for material used.

5.5 INSURANCE REQUIREMENTS

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.

5.6 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.

5.7 FEDERAL AND STATE LAW

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

5.8 SAMPLE CONTRACT

See 'Sample Contract' attached.

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