

# **City of Salem, Massachusetts**



## **REQUEST FOR PROPOSALS RFP # O-25**

### **Operation of Transportation Services for North Shore Workforce Investment Board**

**November 28, 2012**

#### **PROPOSALS DUE:**

**Thursday, December 13, 2012, 2:00 P.M.**

Late Proposals Will Be Rejected

#### **DELIVER COMPLETED SUBMISSIONS TO:**

City of Salem  
Purchasing Department  
Attn: Whitney Haskell  
120 Washington Street, 3<sup>rd</sup> Floor Salem, MA 01970  
Phone: 978-619-5695  
e-mail: [whaskell@salem.com](mailto:whaskell@salem.com)



**RFP # O-25**

**CITY OF SALEM  
PURCHASING DEPARTMENT  
Salem, Mass., November 28, 2012**

Sealed Proposals from interested contractors to provide Transportation Services will be received and registered at the Office of the City Purchasing Agent, 120 Washington Street, Salem, MA 01970

The City of Salem reserves the right to reject any or all Proposals, to omit any item or items called for, or to accept the Proposal deemed in the best interest of the City.

This Proposal request is to be returned to the office of the Purchasing Agent by 2:00 P.M. December 13, 2012 signed and sealed by the party making the offer.

Send all communications to City Purchasing Agent, 120 Washington Street, Salem, Massachusetts 01970.

**OPERATION OF TRANSPORTATION SERVICES**

The Proposer acknowledges receipt of the following Addenda \_\_\_\_\_

The undersigned hereby agrees to furnish the City of Salem, in conformity with this Proposal, all Goods or Services at the price affixed thereto.

**COMPANY NAME** \_\_\_\_\_

**BUSINESS ADDRESS** \_\_\_\_\_

**CITY, STATE & ZIP CODE** \_\_\_\_\_

**TELEPHONE & FAX NO.** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**AUTHORIZED OFFICER (print)** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**LEGAL NOTICE  
CITY OF SALEM**

RFP# O-25

Sealed proposals from interested contractors to provide Transportation Services will be received and registered at the Office of the City Purchasing Agent, 120 Washington Street, Salem, Mass. 01970, until 2:00 P.M, December 13, 2012 at which time and place they will be publicly opened and read for the following:

***Transportation Services for the North Shore Workforce Investment Board***

Proposal specifications, information, and forms are available on request at the Office of the City Purchasing Agent and may be viewed on **[www.northshorewib.org](http://www.northshorewib.org)** and **[www.salem.com](http://www.salem.com)** The Contract Award is made by the Purchasing Agent and is subject to approval by the Mayor. The City of Salem reserves the right to reject any and all Proposals or to waive any informalities in the Proposal Process, if deemed in the city's best interest.

Whitney Haskell  
Purchasing Agent

Wednesday November 28, 2012

## **CERTIFICATE OF NON-COLLUSION AND TAXATION ATTESTATION CLAUSE**

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983, all bidders must certify to the following, by signing this page in the space indicated below.

- 1. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion of 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, unity or group or individuals.**
- 2. “Pursuant to M.G.L. Ch 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law”.**

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**Authorized Officer (Print)**

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**\*(Authorized Signature)**

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**(Name of business)**

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**(Social Security No. or Federal Identification No.)**

**\*Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.**

This does not constitute the legal signature required for the bid or proposal on page one.

**REQUEST FOR PROPOSALS**  
**RFP# O-25**  
**SPECIFICATIONS, CONDITIONS AND REQUIREMENTS**  
**TO PROVIDE TRANSPORTATION SERVICES**

Sealed proposals from interested contractors to provide Transportation Services will be received and registered at the Office of the City Purchasing Agent, 120 Washington Street, 3rd floor, Salem, MA 01970, until 2:00 P.M. December 13, 2012, at which time the Non-Priced Proposal(s) shall be opened.

**1. PROPOSAL RULES**

- A. This proposal is solicited to the General Public and a Contract will be awarded pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws, and subject to approval by the Mayor of Salem, Massachusetts.

**Proposers shall submit One Original and four copies each, of the price and non-price proposals. The Price Proposal shall be type written and shall represent the amount proposed to provide Transportation Services.**

The Price Proposal must be signed, dated and placed in a separate envelope and sealed. The Non-Price proposal must comply with all the minimum requirements set forth in this request for proposals in order to be considered responsive. The Non-Price Proposal shall also be signed, dated and placed in a separate envelope, and sealed.

**Please note:** All information pertaining to qualifications and method of satisfying the attached specifications and comparative criteria must be documented, signed, and enclosed in the Non-Price Proposal envelope that you will provide.

Both of the envelopes containing the price and non-price proposals must be marked with the proposer's name, date of opening, bid number, description of proposal, and marked as either the PRICE PROPOSAL OR NON-PRICE PROPOSAL.

**2. REVIEWING PERIOD**

- A. All Proposals meeting proposal requirements and conditions may be held by the City of Salem for a period not to exceed Forty-Five (45) days, excluding Saturdays, Sundays and the City of Salem's Legal Holidays, from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of proposers, prior to the awarding of the contract.

**3. BASIS OF PROPOSAL AWARD**

- A. The contract shall be awarded to the responsible and responsive proposer submitting the most Highly Advantageous proposal, taking into consideration the proposal's relative merits.

#### 4. PRICE

- A. The price to provide the services requested must be in the priced proposal envelope only.

#### 5. EVALUATION OF PROPOSAL

- A. The documented results and rankings based on the Evaluation Criteria shall then be submitted to the City's Chief Procurement Officer who will make the award.
- B. The WIB's Review Committee has been appointed to evaluate the relative merits of the submitted proposals. The proposal must be reviewed and approved by the Mayor of the City of Salem, Mass.

#### 6. COMPLIANCE WITH APPLICABLE LAWS

- A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- B. The successful proposer must comply with all federal, state, and municipal laws, ordinances, rules and/or regulations, including labor laws, and those against discrimination, existing or adopted in the future which are applicable at any time to the contractor pursuant to its obligations during this project. The successful proposer and any of his subcontractors, agents, servants and/or employees shall obtain at their sole cost and expense, all required permits, approvals, licenses and/or certificates necessary for the performance of all obligations pursuant to the agreement.

#### 7. FORCE MAJEURE

- A. Neither party shall be liable to the other or be deemed to be in breach under the agreement for any failure to perform, including without limitation a delay in rendering performance, due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortage or fluctuation in electric power, heat, light or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

#### 8. TERMINATION OF CONTRACT

- A. Subject to the provisions of the section entitled "Force Majeure," if the successful proposer shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the successful proposer shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for three (3) business days after written notice of such failure or violation is received by the successful proposer, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the successful proposer of such termination and specifying the

effective date thereof, at least seven (7) days before the effective date of such termination.

## 9. QUESTIONS AND INTERPRETATIONS

A. Any questions regarding the proposal documents shall be referred to the Purchasing Agent in writing at least **Seven (7) working days** prior to the date and time for receipt of bids. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all proposers of record and the addenda shall become part of the contract documents. No other form of communication in this regard will be considered legal and binding.

## 10. EXAMINATION

A. By submitting a proposal, the proposer warrants that he/she has fully acquainted himself/herself with all conditions, requirements and specifications

## 11. ABILITY AND EXPERIENCE

- A. The Awarding Authority will not award a contract to any proposer who cannot furnish satisfactory evidence of his/her ability and experience in this type of service to enable him/her to prosecute and complete the work within the contract period.
- B. The Awarding Authority may make such investigations as it deems necessary to determine the above and a proposer shall furnish any information requested in this regard and shall furnish it under oath if required.

## 12. CERTIFICATE OF NON-COLLUSION & TAX ATTESTATION FORM

**A. All proposers must sign the attached form which incorporates both an attestation clause regarding Massachusetts State tax returns and a Certificate of Non-Collusion and submit it with their Non-Price Proposal.**

## 13. CORRECTIONS

A. Erasures or other changes in the proposal must be explained or noted over the signature of the proposer.

## 14. CONFLICT OF INTEREST

A. The successful proposer agrees that, to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. The successful proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.

- B. No employee of the municipality and no public official who exercises any function or responsibilities in the review of approval of the undertaking or carrying out of this agreement shall:
  - 1. Participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested; or
  - 2. Have any financial interest, direct or indirect in this agreement or the proceeds thereof.

## 15. RULES AND REGULATIONS

- A. The proposer's attention is directed to the fact that all applicable Federal and State Laws and applicable Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over performance of the contract shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

## 16. LIABILITY

- A. The Proposer agrees to indemnify, save harmless, and defend the City, its agents, and its employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulation, or orders caused, in whole or in part, by the Proposer's employees, or its agents or servants, in the performance of an Awarded Contract

## 17. BID DEPOSIT: Not Required

## 18. SIGNATURE

- A. All Proposals shall be complete, factual, and signed by an authorized officer of the successful proposer's company on the front of the cover page.

## 19. WAIVER

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



## 20. CONTRACT

See attached Sample Contract

### **21. The performance period of the Awarded Contract shall be January 1, 2013 through October 31, 2013.**

22. The successful proposer, at its expense, must have sufficient Insurance as specified below and provide the City of Salem proof of said insurance at the time of contract award. Any State mandated insurance for this service not specified below must also be provided. The City of Salem must be named as additionally insured.

## 23. INSURANCE COVERAGE:

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

**Comprehensive General Public Liability and Property Damage Liability Insurance** - The successful proposer 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 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 of 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 successful proposer shall carry Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the successful proposer 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 successful proposer 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 successful proposer.

All insurance coverage shall be at the sole expense of the successful proposer 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 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.

**23. The City of Salem is an Affirmative Action/Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, age or disability. MBE/DBE are encouraged to submit proposals and will be given every opportunity to participate.**

**24. No proposals will be accepted from or for any person who has broken a contract with the City during the preceding three years.**

**FAILURE TO COMPLY WITH THE ABOVE CONDITIONS, REQUIREMENTS AND SPECIFICATIONS OR ANY ATTACHED CONDITIONS, REQUIREMENTS OR SPECIFICATIONS MAY BE JUSTIFICATION TO REJECT ANY BID.**

**NORTH SHORE  
WORKFORCE INVESTMENT BOARD**

**TRANSPORTATION SERVICES**

**REQUEST FOR PROPOSALS**

**# O-25**

## **I. INTRODUCTION**

The **North Shore Workforce Investment Board (NSWIB)**, in partnership with the **City of Salem** as its fiscal agent, is responsible for the administration and oversight of a variety of workforce development programs in the North Shore area. The WIB's primary mission is to meet the employment needs of workers and job seekers, while also meeting the workforce needs of employers. A critical piece of this mission is to engage in preparation of the local workforce of the future. Through this solicitation, the WIB/City of Salem seeks to gather together a variety of organizations with the skills, background, and community connections to provide successful Transportation Services.

## **II. BACKGROUND**

### **TRANSPORTATION RFP- EMPLOYMENT XPRESS SERVICES**

This Employment Xpress transportation project will address a very important gap in public transportation services within the five service communities with special emphasis along the Route 114 and Route 1 corridors in Salem, Danvers, Lynn, Beverly, and Peabody, which has prevented job seekers particularly **THOSE WHO ARE DISABLED OR LOW INCOME FROM OBTAINING AND RETAINING EMPLOYMENT IN AN AREA WITH HIGH EMPLOYMENT POTENTIAL**. North Shore Career Centers will address this need and will serve the broader mobility management function of helping persons with disabilities and low income individuals find accessible and affordable transportation.

The projected demand for the service is based on the total number of registered users and the average number of trips that each user will make in a month. For purposes of projection we have assumed an average of 35 trips per month of each registered user.

This solicitation is designed to find a specialized transportation service provider for both persons with disabilities and low-income individuals to enable them access employment opportunities within the five community service region.

- These programs are intended to improve transportation services for persons with disabilities as part of the service population and accessible vehicles should be made available to transport customers as appropriate.
- A major initiative funded by the grant is a specialized transportation service for both persons with disabilities and low income individuals to enable them to access employment opportunities
- Employment Xpress will transport eligible customers to employment locations, or employment-related locations as designated by NOSCC/WIB and this funding source. All pick-up and drop-off locations must be within the boundaries of the communities of Beverly, Danvers, Lynn, Peabody and Salem. The service is defined as subscription service where the eligible customer is transported to the same pick-up and drop-off locations on a recurring time schedule
- Registered customers will be transported between 6:30 am and 11:30 pm, seven days a week

- Drivers will be responsible for requesting the fare card and punching or marking the card as part of the boarding process
- Transportation company will be responsible for communications with Employment Xpress customers regarding matters relating to the timing of the customers scheduled trip
- Transportation company will be responsible for scheduling all Employment Xpress trips
- For the trip to the employment location the transportation company shall provide the customer with a designated pick-up time
- Transportation company will be required to notify the customer if the scheduled vehicle pick-up time has been changed or if the vehicle is running late
- Transportation will provide weekly and monthly reports of the trips provided to Employment Xpress Customers
- Transportation company will submit a monthly invoice for transportation services provided during the month
- The transportation vehicles will travel only within the five communities of Salem, Danvers and Peabody, Beverly, and Lynn
- Core system of 30-45 vehicles.
- All vehicles must conform to every applicable state and federal statute.
- The transportation company must carry a negotiated level of liability coverage as part of any potential agreement.

## **VI. TIME FRAME FOR PROPOSAL SUBMISSION, REVIEW, AND SELECTION**

An **original and four (4) copies** of your completed proposal(s) are due at the **City of Salem Purchasing Office, 120 Washington Street, Salem, MA. no later than 2:00 P.M., December 13, 2012** to be considered for funding. Proposals arriving after this deadline, will be rejected, and therefore not considered for funding. Faxed or e-mailed proposals will not be accepted.

Questions may be submitted one week prior to the submission date to Whitney Haskell, Purchasing Agent, City of Salem, (whaskell@salem.com) and all questions and answers will be issued in the form of an addenda and will be posted on [northshorewib.com](http://northshorewib.com) and [www.salem.com](http://www.salem.com) one week prior to the submission date proposal.

Complete proposals received by the submission deadline and that meet all threshold requirements listed, will be reviewed and formally rated by the WIB's Review Committee, using the evaluation criteria noted in the Proposal Narrative Section below. Final funding decisions will take into consideration the results of this review. The City of Salem reserves the right to reject any or all proposals, to not fund any or all proposals, and/or to partially fund any or all proposals as submitted in response to this RFP. All proposals become the property of the WIB/City of Salem.

## **VII. CONTRACT INFORMATION**

### **A. Type of Contract**

Selected bidders will enter into a **cost reimbursement** contract. All contracts will be executed with the City of Salem on behalf of the WIB. Although the City of Salem makes every effort to reimburse invoiced contractor expenses monthly, selected bidders must be financially capable of covering costs when necessary. All contracts written with vendors will include required compliance language regarding EEO/AA, workplace safety, discrimination, participant grievance procedures, etc.

### **A. Program Duration**

The bidder selected will be awarded a one year contract for the period of **January 1, 2013 through October 31, 2013.**

### **B. Award of Contract**

Award of any contract arising out of this RFP is entirely predicated upon receipt of a grant award to the City of Salem/North Shore WIB from the Massachusetts Department of Transportation and final contract negotiations between the bidder and the City/WIB. Expenses incurred by bidders in responding to this RFP are in no way the obligation of the City/WIB.

## VIII. APPLICATION PACKAGE

### A. Organizational/Program Contact Information:

Name of Organization:	
Street Address:	
City, State, Zip:	
Phone:	Fax:
Contact Person:	
Phone:	Fax:
Name of Chief Executive Officer:	
Accessible to Persons with Disabilities:	Yes ____ No ____
List Cities and Towns to be served:	

### **Applicant Certifies that:**

To the best of my knowledge and belief, data in this application are true and correct, the governing body of the applicant has duly authorized this document, and the applicant will comply with all applicable rules and regulations if this proposal is approved for contract.

### **Certifying Representative**

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposal Narrative: The Proposal Narrative shall be included in the Non-Price Proposal Section of the RFP**

**Proposal Narrative**

Each part below should be addressed in the detail necessary to provide reviewers with sufficient information to score your proposal.

**Part 1. Program Summary**

Provide a summary of how your organization will provide transportation services in Salem, Lynn, Beverly, Peabody, and Danvers for low income and disabled individuals. Your program summary should include descriptions of how your organization will coordinate services with the North Shore Career Center Mobility Managers.

**Part 2. Demonstrative Successful performance**

Describe your past experience in providing transportation services to the North Shore Region. Your description should include past experience collaborating with community organizations and businesses to provide transportation services.

**Part 3. Administrative Capability**

Describe your organization's systems for managing the transportation services and providing program information. If you propose to sub-contract any services to another organization, describe what services will be provided and by whom, how you will manage and oversee those services, and how accountability will be ensured.

**Budget Narrative: The Budget Narrative shall be included in the Price Proposal Section of the RFP.**

**Complete a narrative for the costs to provide the specific transportation services. Specifically the respondent will provide the costs to provide the transportation services on a per ride basis.**



**RFP O-25**  
**Transportation Services**

**COMPARATIVE CRITERIA**

All proposals not otherwise rejected for failure to comply with the Minimum Criteria, will then be evaluated and rated on the basis of the following Comparative Criteria.

A composite rating of "Highly Advantageous" or "Not Advantageous" may be assigned only when an applicant has received one or more such rating(s) among the criteria listed below. An automatic rating of "Unacceptable" will be made if any applicant receives one or more such rating under any of the criteria listed below.

A composite rating of "advantageous" will be assigned to any applicant who meets every minimum criteria set forth elsewhere in this proposal document. A rating of "highly advantageous" will be assigned to those applicants who meet any of the following additional criteria:

1. Program summary of how the organization will provide transportation services will be evaluated as follows:

**HIGHLY ADVANTAGEOUS**

Respondent has provided a summary that includes description of services it will provide in all of the 5 required cities and towns.

**ADVANTAGEOUS**

Respondent has provided a summary that includes description of services it will provide in 4 of the 5 required cities and towns.

**NOT ADVANTAGEOUS**

Respondent has provided a summary that includes description of services it will provide in 3 of the 5 required cities and towns.

**UNACCEPTABLE**

Respondent has provided a summary the includes description of services it will provide for 2 of the 5 required cities and towns

2. The description of the respondents demonstrated successful performance will be evaluated as follows:

**HIGHLY ADVANTAGEOUS**

Respondent has 10 years of experience collaborating with community organizations and business to provide transportation services to residents of the north shore.

**ADVANTAGEOUS**

Respondent has 5 years of experience collaborating with community organizations and businesses to provide transportation services to residents of the north shore.

**NOT ADVANTAGEOUS**

Respondent has 2 years of experience collaborating with community organizations and business to provide transportation services to residents of the north shore.

**UNACCEPTABLE**

Respondent has no experience collaborating with community organizations and business to provide transportation services to residents of the north shore.

3. The description of respondents administrative capacity will be evaluated and rated as follows:

**HIGHLY ADVANTAGEOUS**

Respondent has demonstrated an outstanding administrative capacity to manage the transportation services.

**ADVANTAGEOUS**

Respondent has demonstrated a reasonable administrative capacity to manage the transportation services.

**NOT ADVANTAGEOUS**

Respondent has demonstrated an acceptable administrative capacity to manage the transportation services.

**UNACCEPTABLE**

Respondent has demonstrated no administrative capacity to manage the transportation services.

## **NORTH SHORE YOUTH REQUEST FOR PROPOSAL**

### **Minimum Requirements**

The proposal failing to comply with all criteria below, which set forth responsiveness and responsibility of the applicant, shall be rejected. Supporting documentation for each answer shall be provided to the City.

1. The applicant has proven experience providing Transportation Services. Yes\_\_\_\_\_ NO \_\_\_\_\_
2. The applicant has included documentation of a previous partnership with a community organization. Yes\_\_\_\_\_ NO \_\_\_\_\_
3. The applicant has included a description of its administrative capacity to support the program. Yes\_\_\_\_\_ NO \_\_\_\_\_
4. The applicant has responded to each of the areas required in the Proposal Narrative instructions. Yes\_\_\_\_\_ NO \_\_\_\_\_

Sample  
**CITY OF SALEM**  
Purchasing Department  
**Contract Number XXXXXX**

1. THIS AGREEMENT made and concluded this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twelve by and between **XXXXXXXXXX**, 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 **XXXXXXXXXX** 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 **XXXXXXXXXX** per the scope of services included herewith as Attachment A.

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 **XXXXXXXXXX** 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 any **XXXXXXXXXXXXXXXXXXXXXXXXXXXX** furnished under this contract, or any alteration thereof.

**3. Performance Period: XXXXXXXXXXXXXXXXXXXX**

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 his proposal now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, which is hereby made a part of this contract by reference.

7. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor in accordance with the Vendor's proposal dated **XXXXXXXXXX**, as follows:

**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.

**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.

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; (XXXXXXXXXX); 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 XXXXXXXXXXXX.

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

XXXXXXXXXX

By:

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

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

CITY OF SALEM

By:

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

\_\_\_\_\_  
Richard Viscay,  
Finance Director

\_\_\_\_\_  
David McDonald,  
North Shore Workforce Investment Board

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

Approved as to form by:

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