



REQUEST FOR PROPOSALS CITY OF SALEM, MA

RFP N-08

Golf Manager at Municipal Golf Course

August 18, 2011



RFP N-08
City of Salem, Massachusetts
Purchasing Department

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. One Original and Two (2) copies each of the Price and Non-Price proposals must be submitted **on or before 10:00 AM on Wednesday, September 7, 2011** to:

Thomas Watkins, Purchasing Agent
Purchasing Department
Salem City Hall Annex
120 Washington Street
Salem, Massachusetts 01970

The envelope containing the Proposal and required information must be sealed and marked with Proposer's name, title of proposal, RFP number, and date of opening. The Proposer must sign all required signature pages in order for the proposal to be considered.

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.

The Proposer acknowledges receipt of the following **ADDENDA #** _____

BUSINESS NAME (IF APPLICABLE) _____

BUSINESS ADDRESS _____

CITY, STATE & ZIP CODE _____

TELEPHONE & FAX NUMBER _____

EMAIL _____

INDIVIDUAL/AUTHORIZED OFFICER SIGNATURE _____

AUTHORIZED OFFICER NAME (print) _____

DATE _____

REQUEST FOR PROPOSALS
Golf Manager at Municipal Golf Course
RFP N-08
Salem, Massachusetts

The City of Salem, upon the execution of this Request for Proposals, will enter into a contract with an individual to provide manager services at the municipal golf course, otherwise known as Olde Salem Greens located in Salem, MA on Wilson Street. The individual awarded the contract will commence services on or about March 1, 2012 and terminate on or about December 1, 2012. This position will be classified as a contracted vendor with the City of Salem and not considered an employee of the City of Salem. Therefore, the individual contracted with will not be eligible for municipal health insurance and/or other municipal benefits, nor have the ability to collect unemployment from the City during the offseason months. The City may elect to enter into an agreement for the remainder of the 2011 season.

The City will accept and review written proposals, which shall contain a description and purpose of the individual's experience and qualifications. The proposer shall have supervisory and customer service experience and will be responsible for the day to day operations and management of the Olde Salem Green's Clubhouse.

Proposals submitted pursuant to this Request for Proposals (RFP) must be in compliance with the provisions of this RFP and (1) the Scope of Services & Minimum Criteria; (2) Method of Selection & Evaluation of Proposals; (3) General Conditions & Requirements, and subject to any addenda issued by the City of Salem.

A proposal conforming to this Request for Proposals, and meeting the minimum proposal requirements, is an acceptable proposal. It is the intention of the City to accept proposal(s) most advantageous, taking into consideration the relative merits of each proposal.

I. SITE DESCRIPTION

Olde Salem Greens

Built in 1933 as a WPA project, Olde Salem Greens is a nine-hole golf course on 75 of the 275 acres at Highland Park. Yardage is 2,847, with a par 35. Tee times may be scheduled one day in advance, except for weekends. For tee times on Friday or Saturday, call Thursday. Call Friday for Sunday and Monday tee times. Tee times are available Monday-Friday, 7 a.m. to closing, and Saturday and Sunday from 10 a.m. to closing. For advance tee times, call the tee time line, 978-744-2124, after 9 a.m. For same-day tee times, call the clubhouse, 978-744-2149. Olde Salem Greens dress code requires all golfers to wear collared shirts. No jeans, sweatpants or gym shorts are allowed. Soft-spike shoes only. A handicapped-accessible golf cart is available.

Meanwhile, in golf in 1929, the first Ryder Cup match was held between teams from the United States and Great Britain. In 1930, the legendary Bobby Jones was a major newsmaker. An amateur, he made a Grand Slam sweep, an historic achievement. He won the U.S. Open at Interlachen Country Club in Minneapolis, the U.S. Amateur at Merion in Philadelphia, the British Amateur on the Old Course at St. Andrews and the British Open at Royal Liverpool in Hoylake, England. Conceivably, he was the greatest golfer of the 1920s. He founded the Augusta National Golf Club in 1932 and its now well

known Masters tournament the following year. Like today's phenom Tiger Woods, Bobby Jones dominated golf, capturing the nation's attention in the depths of the Great Depression.

It was in this atmosphere that the idea of building a municipal golf course in Salem was first considered. In 1931, the city's park commissioners encouraged the city council to build a golf course on the Cabot farm along the shore in North Salem, the "greatest and best opportunity" for a course. They believed that the costs for the land acquisition and construction of the course would be returned to the city from the course fees. In the same timeframe, they rejected the idea of building the course in Highland Park.

In February 1932, City Engineer Frank P. Morse filed a special report with the city council in regard to the Highland Park site, stating, "In my opinion, a golf course at that particular location would be difficult to maintain, owing to the large outcrop of ledge and abrupt slopes." The city councilors were not persuaded and, pressed by Councilor Dooley, pursued the construction of the course in Highland Park, "first, as a means of relieving unemployment and second to build a course which eventually will be paid for by the playing public." In April 1933, the city council unanimously passed a resolution, "favoring Salem residents for the jobs on the municipal golf course.

Agreement Period:

Golf Manager services at Olde Salem Greens will be provided on a full-time basis for the duration of the contract. The services shall commence on or around March 1, 2012 and terminate on or around December 1, 2012. The City of Salem may elect to enter into an agreement with the selected proposer for the remainder of the 2011 season. If not, the selected proposer shall begin services on or around March 1st, 2012. This will be a one year, seasonal, contract with the City having the sole option to renew the contract for an additional two terms in one term increments, not to exceed three years from the date of commencement.

II. SCOPE OF SERVICES AND MINIMUM CRITERIA

The Olde Salem Greens Manager will be responsible for the day-to-day operations and management of Olde Salem Green's. The Golf Manager will recruit, hire, train, and supervise all clubhouse personnel, which includes cashiers, starters and rangers. The individual will oversee daily internal and administrative operations of the golf course: print out daily reports on register, check deposits at the end of each shift for validity and accuracy, manage tee times, schedule employees, and prepare payroll. Further, the Golf Manager will direct and manage outside golf operations personnel.

Additionally, the Golf Manager will ensure customers are greeted upon arrival, ensure golf carts are clean and presented according to the predetermined standard, and ensure the practice area is clean, neat, and ready for use by members and guests throughout the day. The Golf Manager will manage the starting time sheet. Specifically, the Golf Manager will ensure the maximum number of golfers are provided the opportunity to play the golf course at all times.

Further, the Golf Manager will oversee and manage all golf tournament operations, including outside golf outings, member events, and any other golf-related tournament or outings hosted by Olde Salem Greens. This includes tournament preparation, scorecard management, tournament scoring sheets, pace of play, and general tournament operations. The Golf Manager will oversee the daily presentation and cleanliness of the golf shop, assist with receipt and inventory of all merchandise, acts as cashier, starter, and/or ranger as needed. The Golf Manager must also attend Park and Recreation Commission meetings as requested.

The Golf Manager must possess excellent written and verbal communication and presentation skills, with an ability to perform mathematical computations. He/she must also possess a strong working knowledge of and experience with golf operations guidelines and a working knowledge of the rules of golf; knowledge of golf trends, service standards, and general industry standards; and knowledge of general golf principles, especially in the areas of starting, time management, pace of play, and merchandising techniques and skills.

The Golf Manager must have the ability to manage all facets of labor costs, including the ability to carefully monitor daily costs while still providing excellent customer service; He/she must demonstrate the ability to maintain a positive spirit and demeanor within the department and among players at all times. He/she must demonstrate the ability to manage and direct employees, demonstrate strong organizational and computer skills, including use of Microsoft Word and Excel. He/she must also have the ability to multi-task

The working days and hours will vary upon the time of the year. However, it is expected the position will be staffed at a minimum of 35 hours/week and up to a maximum of 40 hours/week. This includes weekends through out the entire golf season. The Golf Manager will work directly under the supervision of the Course Superintendent and Director of Park, Recreation & Community Services. Hours of work during peak season will be arranged with the supervisors. The Golf Manager shall be an independent vendor and shall bear all responsibilities for payment of all applicable local, state and federal taxes. The Golf Manager will also be required to obtain the necessary insurance listed in the attached sample contract.

The minimum criteria and services listed below must be incorporated into the proposal in order to be considered responsive to this request for proposals.

- The individual providing the service must be at least 18 years of age
- The individual providing the service is subject to a receipt of a favorable background check which may include, but not limited too, reference checks, criminal background checks, and credit history. The City of Salem reserves the right to ask for references and conduct further background checks.
- The individual providing the service must demonstrate experience and/or the ability to provide general customer service, retail and supervisory experience, preferably in a golf course environment.
- The individual providing the service must demonstrate experience and/or the ability to work well with others, multi-task, and have a general understanding and working knowledge of golf course and clubhouse operations.

Other required knowledge skills and abilities:

- Ability to stand and walk great distances
- Ability to lift up to 20 pounds
- Ability to use hands and arms to operate clubhouse equipment
- Ability to comprehend and follow written or oral instructions

The Non-Price (technical) Proposal shall include, but not be limited to (Please do not include any pricing information in the Non-Price Proposal):

1. name, address of individual;
2. name, title, email and telephone number of principal contact;
3. a detailed statement of services to be provided.
4. a signed cover letter addressed to the Purchasing Agent providing a brief summary of your experience and background;
5. a list of at least three references with contact name, phone number and other pertinent information
6. years of experience and a listing or description of similar services you have provided in other settings
7. any applicable insurance
8. a signed Certificate of Non-Collusion and Tax Attestation Form

The Price Proposal shall include:

1. The price proposal must provide an hourly rate for services to be provided along with the amount of hours one is expected to work on a weekly basis.

II. METHOD OF SELECTION AND EVALUATION OF PROPOSALS

Minimum criteria will be applied to each proposal to determine its responsiveness to the requirements and type of proposed use. The comparative criteria will be applied to each proposal that has been determined to be responsive.

CRITERIA: The City will consider the following criteria in reviewing all the proposals:

1. Experience in managing a golf course:

Less than two years	not advantageous
Two years to five years	advantageous
More than five years	highly advantageous

2. Overall experience working in the golf industry:

Less than two years	not advantageous
Two years to five years	advantageous
More than five years	highly advantageous

3. General supervisory and management experience:

Less than two years	not advantageous
Two years to five years	advantageous
More than five years	highly advantageous

4. Retail and Sales experience:

Less than two years	not advantageous
Two years to five years	advantageous
More than five years	highly advantageous

5. Oral Presentation: the three highest ranked proposals may be required to make an oral presentation to the City’s Evaluation Committee. Presentations should be given by the individual who will actually perform the services on site:

Proposer’s oral presentation was unclear and disorganized and did not demonstrate the proposer’s ability to provide quality management services at the Olde Salem Green’s Clubhouse

not advantageous

Proposer’s oral presentation was clear and well organized and demonstrated the proposers ability to provide adequate management services at Olde Salem Green’s Clubhouse

advantageous

The proposer’s presentation was clear and well organized and demonstrated the proposer’s ability to provide more than adequate management services at the Olde Salem Green’s Clubhouse

highly advantageous

RULE OF AWARD: The city shall award a contract to the responsive and responsible individual/company offering the most advantageous proposal taking into consideration both the non-price and price proposal.



RFP N-08

GOLF MANAGER AT MUNICIPAL GOLF COURSE GENERAL CONDITIONS AND REQUIREMENTS

Proposal Rules

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

Questions and Interpretations

Any substantive questions regarding the proposal documents shall be referred to the Purchasing Agent in writing at least five (5) working days prior to the date and time for receipt of proposals. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all proposers of record.

Reviewing Period

All proposals meeting proposal requirements and conditions may be held by the City of Salem for a period not to exceed forty five (45) business days 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, if at all.

Evaluation of Proposal

The City Purchasing Agent will designate a review committee to evaluate merits of the submitted proposals. Using the rating system prescribed in Chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act), the committee shall assign a rating system to each criterion. The review committee shall also assign a composite rating to each proposal. The documented results shall then be submitted to the City's Purchasing Agent who will make the award based on the evaluation.

Basis of Proposal Award

The City of Salem shall award a contract to the responsible and most advantageous proposer who conforms to the RFP and meets the requirements as described in the proposal submission requirements.

The selected proposer will be required to sign a contract with the City of Salem in which he/she accepts responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work immediately upon execution of the signed agreement and receipt of a Notice to Proceed.

Compliance with Applicable Laws

The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.

Ability and Experience

The Awarding Authority will not award a contract to any proposer who cannot furnish satisfactory evidence of his ability and experience pertaining to the scope of work outlined in Section II and wherever else in this RFP.

The Awarding Authority may make such investigations as it deems necessary to determine the above and a proposer shall furnish information requested in this regard and shall furnish it under oath if required.

Assignment of Contract

The Proposer shall not subcontract consultants, sublet, assign or in any way transfer any interest in this agreement without the prior written consent of the City.

Ownership of Information

- A. All information acquired by the Proposer from the municipality or from others at the expense of the municipality in the performance of the agreement shall be and remain the property of the municipality. All records, data files, computer records, work sheets, photograph negatives, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Proposer for delivery to the municipality shall be and remain the property of the municipality.
- B. The Proposer agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the City. The Proposer further agrees to return said information in whatever form it is maintained by the Proposer.

Certification of Non-Collusion and Tax Attestation Form

All proposers must sign the Attachment A, which incorporates both an attestation clause regarding Massachusetts State tax returns and a certificate of non-collusion. This signed form must be submitted with the non-priced proposal package. Failure to sign and submit the form is cause for that proposal to be rejected.

Examination

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

Corrections

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

Conflict of Interest

The applicant 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 286A of the General Laws concerning conflict of interest. The proposer covenants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.

No employee of the City of Salem and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall 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 have any financial interest, direct or indirect in this agreement or the proceeds thereof.

Signature

All proposals shall be complete, factual, and signed by an authorized officer of the proposer's company on all the appropriate signature page(s).

Number of copies

One Original and Two (2) copies each of the Price and Non-Price proposals must be submitted to the Purchasing Agent. The Price Proposals and Non-Price Proposals must be submitted in separate sealed envelopes. The Proposer's name, title of the proposal, RFP number, and date of opening must appear on the outside front of each envelope.

Waiver

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.

Place and Time

Sealed proposals will be received at the Office of the City Purchasing Agent, Salem City Hall Annex, 120 Washington Street, Salem, Massachusetts 01970 **on or before 10:00 am Wednesday, September 7, 2011**, at which time and place they will be opened and registered.

Modifications

A proposer may correct, modify, or withdraw a proposal by sealed, written notice clearly marked as a correction, modification, or withdrawal and received in the Office of the Salem Purchasing Agent prior to the time and date set for the proposal deadline.

Liability

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 this contract.

Workers Compensation Insurance

The Proposer shall comply with State law, known as the Workmen's Compensation Act, and shall pay into the State Insurance Fund necessary premiums required by the Act to cover all employees working under the control of the Proposer and shall relieve the City from all costs due to accidents or other liabilities mentioned in said Act. Proposer shall also furnish at the time of delivery of the contract, and at such other times as may be requested, the official certificate of receipt showing that the payments hereinbefore referred to, have been made.

Revision of Contract Agreement

There shall be no change in proposed scope of work or timetable without the prior written approval of the City of Salem. Any and all amendments, alterations and changes in the Agreement will only be binding on the parties if executed in writing as set forth herein. No part of the contract shall be altered in any way without prior written consent of the City of Salem Purchasing Agent.

Time Schedule

The Proposer should be prepared to start immediately upon contract execution and work diligently to complete all required tasks.

Access to Records

In addition to terms stated elsewhere in the RFP, the City of Salem or any of its duly authorized representatives, shall have access, upon demand, to any books, documents, papers, and records of the successful Proposer which are directly pertinent to this agreement, for the purposes of making an audit examinations, excerpts, and transcriptions.

Failure to comply with the above conditions and requirements or any attached specifications or any other minimum qualifications will be justification to reject any proposal as incomplete.

ATTACHMENT A

Certificate of Non-Collusion and Taxation Attestation Clause

As required under Chapter 233 and 701 of the Massachusetts 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 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, 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”.

NAME OF BUSINESS: _____

SOCIAL SECURITY # OR FEDERAL ID #: _____

AUTHORIZED OFFICER (PRINT): _____

AUTHORIZED SIGNATURE: _____



**DO NOT SIGN
SAMPLE CONTRACT
CITY OF SALEM
Purchasing Department
Contract Number XXXXXX**

1. THIS AGREEMENT made and concluded this XXXXXXXX of XXXXXXXX in the year Two Thousand Eleven by and between XXXXXXXXXXXXXXXXXXXXXXXX; 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, Thomas P. Watkins; and its XXXXXXXXXXXXXXXX, 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 XXXXXXXXXXXXXXXXXXXXXXXX per Bid XXXX Conditions, Requirements and Specifications.

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 XXXXXXXXXXXXXXXXXXXXXXXX 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 XXXXXXXXXXXXXXXXXXXXXXXX furnished under this contract, or any alteration thereof.

3. **Performance Period: XXXXXXXXXXXXXXXX**

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

7. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor ~~XXXXXXXXXXXX~~, said payment to be made within thirty days from receipt and acceptance of ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ **THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.**

8. INSURANCE COVERAGE:

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

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; (XXXXXXXXXXXXXX); 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 XXXXX.

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

~~XXXXXXXXXXXXXXXXXX~~

By:

Authorized Signature

Authorized Officer (print)

CITY OF SALEM

By:

Kimberley Driscoll, Mayor

**Richard Viscay, Director
Finance**

**Doug Bollen, Director
Park & Recreation**

**Thomas P. Watkins,
Purchasing Agent**

Approved as to form by:

**Elizabeth Rennard, Esq.,
City Solicitor**