



South Hadley Electric Light
D E P A R T M E N T

FIBER TO THE PREMISE: ON-CALL SERVICES

REQUEST FOR PROPOSALS – RFP #2026FTTPOnCall

South Hadley Electric Light Department
85 Main Street
South Hadley, MA 01075
413-536-1050

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I. LEGAL NOTICE

REQUEST FOR PROPOSALS: RFP #2026FTTPOnCall

Fiber to the Premise (FTTP): On-Call Services

South Hadley Electric Light Department (SHELD) will receive sealed bids from qualified vendors for FTTP On-Call of internet and voice services for each subscribing customer supported by Fiberspring.

Hardcopies of this RFP package may be obtained at the SHELD Offices, Monday through Friday between 9:00 am and 4:00 pm. This RFQ package is also available on our website: www.sheld.org, under “About” then “RFP and Specifications” or by emailing Kim at kmendoza@sheld.org.

Sealed submissions shall be received up to 1:00PM EST, Thursday, April 9, 2026, in the main lobby of SHELD offices located at 85 Main St, South Hadley, MA 01075, to be considered.

Bids will be opened at the South Hadley Electric Light Department, on Thursday, April 9, 2026, at 1:30 p.m. EST. Each bid must be accompanied by a bid security deposit consisting of a BID BOND, CASH, or CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

A labor and materials bond in the amount equal to 50% of the total amount of the contract price, with a surety company qualified to do business in the Commonwealth of Massachusetts, will be required. All bids for this project are subject to applicable public bidding laws of Massachusetts, including but not limited to G.L. c. 30, section 39M.

A Mandatory Pre-Bid Conference will be held virtually on Tuesday, March 31, 2026, at 10:00 AM. EST. Interested parties should email SHELD (see below) with their contact information to obtain the link for the pre-bid meeting. Cutoff date for questions is April 3, 2026, at 4:00pm.

SHELD reserves the right to reject any and all submissions, to waive informalities and to award a contract in a manner that is in the best interest of SHELD. All questions regarding this RFP should be directed to the Director of Operations, Adam St. Martin at astmartin@sheld.org and Cc Kim Mendoza at kmendoza@sheld.org.

II. SCOPE OF SERVICES

A. Background

South Hadley Electric Light Department (SHELD) provides fiber optic internet and Voice Over Internet Protocol (VoIP) phone services under the Fiberspring brand. SHELD currently serves residential, commercial, and industrial customers in South Hadley, Shutesbury, Leverett, Massachusetts, via a centralized Passive Optical Network (PON) architecture.

Internet and phone services have evolved into a critical utility. SHELD requires 24/7/365 support capability to maintain service quality for all Fiberspring subscribers. This contract is intended to provide supplemental on-call technical support for the FTTP ISP business segment.

B. Network Overview

SHELD's FTTP network is built on a centralized split GPON architecture, utilizing 1×32 splitters. The network topology is as follows:

- **Central Offices (COs):** Feeder fiber is terminated at SHELD's College Street and Old Lyman Street CO locations.
- **Fiber Distribution Cabinets (FDC):** Splitters are housed in pole-mounted or ground-mounted FDCs located throughout each Fiberhood/Node coverage area. Approximately 12 strands of feeder fiber are terminated at each FDC.
- **Drop Cable:** Individual fiber drops run from the FDC to each customer premise.
- **Network Interface Device (NID):** The NID is mounted on the exterior of the customer's home or building and serves as the demarcation point between the outside plant and the customer's in-home network. The drop fiber is terminated inside the NID.
- **Optical Network Terminal (ONT):** Fiberspring provides and installs a Calix-brand ONT inside the customer's home. The ONT connects to the drop fiber from the NID and converts the optical signal to an Ethernet handoff.
- **Calix Router:** Fiberspring also provides a Calix-brand router inside the home, connected to the ONT, which delivers Wi-Fi and wired service to the customer's devices.
- **Customer Devices:** The contractor's scope extends from the FDC through the NID, ONT, and Calix router, all the way to the customer's end devices, including televisions, computers, and voice adapters.

C. Contract Term

The contract will extend from the date of contract signing for a period of 12 months. The contract will be awarded as explained. The contract may be extended for an additional 12-month duration, not to exceed a total of three (3) years upon mutual agreement and only at SHELD's sole option and discretion. If such extension occurs, renewal of the payment bond will be required. It is estimated that the amount of work in the extension year would roughly

reflect that of the original contract year. Up to a (3%) three percent escalation can be applied to the extensions if agreed to by all parties.

D. Invoicing

The awarded contractor shall invoice SHELD monthly for services rendered. Invoices must be submitted within ninety (90) days of service delivery; SHELD reserves the right to reject invoices submitted beyond that window. All invoices shall include: the date and location of work performed, a description of services rendered, the name of the technician(s) dispatched, hours worked and applicable rate category, and any materials used.

Prevailing wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of G. L. c. 149, section 26 through 27D inclusive.

E. On-Call Services

SHELD will rely on the awarded contractor to provide as-needed technical field services to maintain the Fiberspring FTTP network. Work encompasses the full outside plant-to-premises span, from the Fiber Distribution Cabinet (FDC) to the customer's connected devices. Specific services include:

1. **Network Engineering Support:** Support SHELD's Network Engineer in the event of an outage.
2. **Emergency Outside Plant Maintenance:** Rapid response for fiber break repair and restoration, including aerial and underground work. This includes fusion splicing with a cladding-alignment or core-alignment fusion splicer, and installation of AFL mechanical quick connectors as required.
3. **Optical Diagnostic Testing:** Use of a calibrated optical power meter to verify light levels at the FDC, at the NID, at the ONT, and at any intermediate splice point. Use of an OTDR (Optical Time-Domain Reflectometer) for fault isolation. Technicians shall have basic knowledge of interpreting OTDR traces and identifying splice loss, connector reflections, and fiber breaks.
4. **Outside Plant – Aerial Work:** This contract requires the use of a bucket truck for aerial fiber work on utility poles. The contractor must own or have reliable access to an appropriately sized bucket truck and must maintain all required certifications for aerial lift operation. All aerial work shall comply with applicable OSHA standards.
5. **Customer Premises Installation and Troubleshooting:** Technical resolution for complex residential and business gigabit installs, including NID termination, ONT and Calix router installation, in-home cable routing, and verification of signal delivery to Customer Premise Equipment (CPE). The contractor shall confirm acceptable light levels at the NID and ONT and validate service activation before leaving the premises.

6. **AFL Quick Connector Installation:** Technicians must be qualified and practiced in the installation of AFL Quick Connector (QC) mechanical splice connectors, including proper fiber preparation, cleaving, and connector inspection.
7. **Staff Augmentation:** This contract will also support Staff Augmentation during critical times of need. The contract will provide a technician and bucket truck and will support Fiberspring's day to day operations from the Fiberspring Office Location.

The awarded contractor must adopt and comply with the existing Fiberspring on-call process for the term of this contract. The contractor must also comply with all SHELD indoor and outdoor installation standards, and with all applicable laws and regulations.

Response times: (Off Hours, Weekends and Holidays)

- South Hadley (Hampshire County): Under 2 Hours
- Shutesbury, Leverett (Franklin County): Under 4 Hours

F. Work Schedule

On-Call Work Schedule: The On-Call work schedule will be outside of the SHELD standard business hours of 7:00am – 3:00pm Monday through Friday. The On-Call service technician will be available as needed 24/7 during scheduled weeks, including observed holidays, for the contract term. Bidders shall provide a list of observed holidays with the bid submission.

On-Call rotation commences every Friday at 7:00am and ends the following Friday at 7:00am. Contractor must supply SHELD with advance coordination and contact information for all on-call scheduling by the Wednesday prior of each week.

Coverage schedules will be provided to SHELD at least (1) one week prior, with the contractor and with contractor employees that have knowledge of the SHELD customer network environments identified.

Staff Augmentation Work Schedule: This work schedule will occur Monday – Friday during SHELD's normal business hours and/or after hours. Coordination for this type of coverage may be made in advance or scheduled on the day of need.

III. MINIMUM QUALIFICATIONS AND EVALUATION

A. Vendor Qualifications

A cornerstone of SHELD's ISP service is a high-quality customer experience. The expectation from the selected contractor is that they represent SHELD with the same commitment to customer service. The contractor must employ qualified, professional, and safety-conscious technical personnel capable of performing all work described in this RFP. The following qualifications are required and must be documented in the proposal submission:

1. **FTTP Experience:** Bidders must have direct experience with FTTP network deployment and support and must be able to provide a portfolio demonstrating at least five (5) years of experience in commercial fiber projects.
2. **Optical Testing Competency:** All technicians assigned to this contract must be proficient in the use of optical power meters to test for light levels (launch power, receive power, and insertion loss) across the full span from the FDC through the NID to the customer ONT. Technicians must also be capable of performing basic OTDR troubleshooting including fault location, splice loss evaluation, and fiber characterization.
3. **Fusion Splicing Certification:** Technicians must demonstrate hands-on proficiency with both cladding-alignment and core-alignment fusion splicers. The contractor shall provide documentation of technician training or certification from a recognized fusion splicing equipment manufacturer or approved training program.
4. **AFL Quick Connector Installation:** Technicians must be trained and practiced in the installation of AFL Quick Connector (QC) mechanical splice connectors, including proper fiber end preparation, cleaving to specification, connector insertion, and visual inspection.
5. **Aerial/Bucket Truck Certification:** This contract requires work from utility poles. The contractor must own or have guaranteed access to a bucket truck and must provide documentation that all technicians performing aerial work hold current aerial lift operator certification in compliance with OSHA 29 CFR 1926.453. Proof of bucket truck availability and operator certifications must be included with the proposal.
6. **OSHA Compliance:** All proposed technicians must hold a current OSHA 10 certification at minimum. Documentation must be submitted with the proposal.
7. **Calix Platform Familiarity:** Contractor technicians must have knowledge of Calix ONT equipment and Calix router configuration and be capable of troubleshooting service delivery issues from the NID through the ONT and router to the customer's devices, including signal validation and device configuration.
8. **Customer Premises Skill Set:** Technicians must be experienced with in-home fiber installation and service verification, including NID termination, routing fiber drops, installing and provisioning Calix ONTs and Calix routers, and confirming service delivery to Customer Premise Equipment (CPE) including televisions, computers, and POTS lines.

9. **CORI:** The awarded contractor will be required to provide CORI checks for all service technicians performing work under this contract before work commences.
10. **Tool Inventory:** Bidders must provide an inventory list of available tools, including but not limited to: cladding-alignment fusion splicers, core-alignment fusion splicers, OTDRs, optical power meters, fiber cleavers, and VFL (visual fault locators). The inventory must identify whether each item is owned or leased and confirm its availability for this contract.
11. **Local Dispatch Capability:** Bidders must demonstrate their ability to meet the response time requirements in Section II.F. Documentation of a local service office location, or a dispatch arrangement capable of meeting the 2-hour SLA for South Hadley must be included with the proposal.
12. **On-Call Contract References:** Bidders must submit at least two (2) examples of active or recently completed on-call service contracts of comparable scope with their proposal package.
13. **Bonding Capacity:** Bidders must have an established bonding capacity with minimum single and aggregate project limits in excess of \$1,000,000 with a surety licensed to do business in the Commonwealth of Massachusetts and appearing on the current approved surety list issued by the Commonwealth and the U.S. Department of the Treasury.

B. Bid Evaluation

Bid evaluations will consider both cost and qualifications in the evaluation and selection process. SHELD will evaluate and rate each vendor as it pertains to the Unit Pricing, Bid Package Preparation, Compliance of Technical Requirements, Contractor Qualifications and Personnel. SHELD will score each category based on a ranking scale (1-5).

SHELD may or may not, within its sole discretion, seek additional information from Respondents. This RFQ, any addenda issued, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub-Consultants identified in the response shall take place without the prior written approval from SHELD

IV. Fee

Bidders shall provide rates as requested in the attached rate schedule. Rate Schedules shall be filled out completely. All titles listed must be used in proposal and in billing once the bid is awarded. All response sheets must not be altered, only forms supplied by or on behalf of SHELD will be accepted and evaluated with the bid proposal.

V. SUBMISSION INSTRUCTIONS AND DEADLINE

Sealed submissions shall include one (1) signed original and four (4) copies and one (1) electronic version in PDF format on thumb drive must be received **no later than April 9, 2026, at 1:00 PM at SHELD headquarters** located at 85 Main St, South Hadley, MA 01075. Responses submitted by fax or by electronic mail will not be considered. Responses will only be accepted if sent by certified mail (return receipt requested), Federal Express or similar, or delivered by hand between the hours of 9:00 am and 4:00 pm, Monday through Friday. The proposal must be filled out and signed as directed therein, sealed in an opaque envelope addressed as follows:

RFP #2026FTTPOnCall
ATTN: South Hadley Electric Light Department
85 Main Street
South Hadley MA 01075

1. Applicants must also execute and include in the sealed submission all of the Certifications, Forms and Submissions provided and requested in the package.
2. No internalizations, alterations, or erasures shall be made on the forms.
3. If additional space is required, it shall be noted on the appropriate section document and included as a supplement attached on the Bidder's letterhead. This attachment shall become part of the Proposal Form.

Bids shall state a firm price for all required materials, equipment, work and services specified in the Proposal Form, in accordance with the Bid Documents. SHELD specifically reserves the right to reject any Proposal not submitted on the Proposal Form provided and/or not complying with this RFP.

VI. QUESTIONS, ADDENDUM, OR RFQ MODIFICATION

Questions concerning this RFP must be submitted in writing to: astmartin@sheld.org with a carbon copy to kmendoza@sheld.org, only inquiries received by the deadline indicated on the legal notice will be considered. Written responses will be provided to interested parties and shall become part of the Contract Documents.

An applicant may correct, modify, or withdraw a response by written notice received by SHELD prior to the time of opening of responses. Modifications must be submitted in a sealed envelope clearly labeled "**Modification No. __ for RFP #2026FTTPOnCall "for Fiber to the Premise: On-Call Services.** Each modification must be numbered in sequence and must reference the RFP.

Bidder shall promptly notify SHELD of any ambiguity, inconsistency, or error which it believes it may discover upon examination of the Contract Documents, the local conditions or site.

After the opening of responses, an applicant may not change any provision of their response in a manner prejudicial to the interests of SHELD or fair competition. Minor informalities may be waived by SHELD.

VII. ADDITIONAL INFORMATION

1. Prior to the submission of its proposal, each Bidder shall assume the responsibility for making a careful examination of and becoming fully acquainted with all Contract Documents.
2. The failure or omission by any Bidder to receive or examine any form, instrument, contract or document, or to visit the site of the work to be performed, to acquaint the Bidder with conditions there existing, shall in no way relieve any Bidder from its obligations with respect to its proposal and any resultant contract.
3. Bidder shall be required, at its own expense, to comply with all statutes, regulations, ordinances, and tests that may be applicable, and sign the Contract included with this RFP without modification.
4. By submitting a Bid, the bidder agrees that all bidder's overhead and profit are included and form a part of the bid price.
5. SHELD reserves the right to increase or decrease the amount of any class or portion of the work to any location in the Contract, as may be deemed necessary or expedient by SHELD
6. An increase or decrease in the quantity for any item shall not be regarded as cause for an increase or decrease in the price, or in the time allowed for the completion of the work, except as explicitly provided in the Contract.
7. The Contractor shall furnish all labor, services, materials, network equipment not supplied by SHELD, plant, machinery, apparatus, appliances, tools, supplies and other things necessary to do all work required. The Work to be done and paid for, under any item, shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of the Work herein.
8. SHELD is an EOE employer and encourages responses to RFQ's from Massachusetts certified minority and women-owned businesses.
9. SHELD reserves the right to reject any response which, in its judgment, fails to meet the requirements of the RFQ; or which is incomplete, conditional, or obscure; or which contains additions or irregularities; or which contains errors: or if determined to be in the best interest of SHELD to do so.
10. SHELD may cancel this RFQ, in whole or in part, at any time whenever such act is deemed in the best interest of SHELD.
11. SHELD reserves the right to waive minor discrepancies or informalities.
12. No inquiries about this RFQ will be entertained after the deadline set forth above for the submission of questions.
13. All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c.66, sec 10 and c. 4, section 7(26). Any statements included in responses that are inconsistent with the provisions of such law shall be disregarded and the remainder of the response shall be considered.
14. A Respondent may withdraw or modify their proposal prior to the deadline for receipt of responses, as set forth above. All proposals submitted must remain valid for 90 days following RFQ deadline.

15. The Owner is not responsible for, and will not pay for, any costs incurred in preparing a Response to the RFQ, interviewing for the project, negotiating a contract for the project, or any other costs incurred prior to entering a contract with the OPM.
16. South Hadley Electric Light Department is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. All purchases of supplies and materials in relation to the project are therefore tax-exempt. This must be considered when submitting contract prices. A tax-exempt certificate will be provided.
17. The "Estimated Annual Hours" are for evaluation purposes only and do not constitute a guaranteed minimum purchase by SHELD.
18. Bidder Minimum insurance requirements are provided for in the SHELD Standard Contract attached.
19. Bidders to provide a list of observed holidays as part of the submission

VI. AWARD

While price is a key consideration, qualifications and experience of the bidders and their proposed staff will be given consideration during the evaluation process. SHELD may schedule interviews with the bidders beyond the mandatory pre-bid meeting. All aspects of the bid submissions and process will be considered during the evaluation period.

All proposals submitted in response to this RFP shall remain valid for ninety (90) days following the opening of responses. The contract will be awarded within (90) days after the opening. The time for award may be extended for up to 45 additional days by mutual agreement.

Upon successful selection, SHELD will incorporate into its Standard Contract appropriate specifics for this project and submit the contract to the selected Respondent for execution.

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after presentation thereof by SHELD, shall forfeit to SHELD, as liquidated damages for such failure or refusal, the security deposited with their bid, but the amount forfeited shall not exceed the difference between their bid price and the bid price of the next lowest qualified, responsible and eligible bidder. In case of death, disability, bona fide clerical or other similar unforeseen circumstances affecting the bidder, their bid deposit will be returned.

In the event that the selected Respondent fails, neglects or refuses to execute the contract within a specified number of days after receiving the Contract from SHELD, SHELD may terminate the award of the contract and negotiate with the next top-ranked respondent, or terminate this procurement.

CERTIFICATE OF CORPORATE AUTHORITY

The principal, officer, or person to sign below pledges under penalties of perjury, that he or she has been designated by the Owner(s) or the Board of Directors of the below named firm as an authorized representative.

Date: _____

Signature of individual submitting bid or proposal: _____

Printed Name of Person signing the bid or proposal: _____

Title of Person signing the bid or proposal: _____

Name of Business: _____

Business Address: _____

Business Phone: _____

MUST BE SIGNED AND RETURNED WITH RESPONSE

CERTIFICATE OF NON-COLLUSION

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

Authorized Signature _____

Printed Name _____

Title _____

Company Name _____

Company Address _____ Zip Code _____

Telephone # _____

Date _____

**CONFLICT OF INTEREST
AND FINANCIAL STATEMENT**

The applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any person, corporation or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.
2. No Consultant to, or subcontractor for the undersigned has given, offered, or agreed to any gift, contribution, or offer of employment to the undersigned, or to any other person(s), corporation, or entity as an inducement for, or in connection with, the award of the consultant or subcontractor of a contract by the undersigned.
3. That no person(s), corporation, or other entity, other than a bona-fide full-time employee of the undersigned has been retained or hired to solicit for/or in any way assist the undersigned in obtaining the contract for services upon an agreement or understanding that such person(s), corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the undersigned.
4. For services contracts that exceed \$30,000 and the estimated cost of construction exceeds \$300,000; That the undersigned has internal accounting controls as required by M.G.L. c.30, § 39R(c) and that the undersigned has filed and will continue to file an audited financial statement as required by M.G.L. c.30, § 39R(d).

Name of Applicant: _____

Address: _____

By: _____ Title: _____

Printed: _____

Date: _____

CERTIFICATE OF TAX COMPLIANCE

Tax Certification

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Chapter 151A, Section 19A, the undersigned business certifies under penalty of perjury that the business is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

** Signature of Individual

Federal Taxpayer ID #

By: _____
Corporate Officer

Date: _____

* The provision in the Attestation relating to child support applies only when the contractor is an individual.

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

CERTIFICATION: TRUTH-IN-NEGOTIATIONS

The undersigned business hereby certifies under penalties of perjury that all answers and all statements contained in the attached application for certificate of eligibility are true and correct. Providing false or misleading information or failure to provide all required information will be grounds for denial, decertification and/or debarment.

Name of business: _____

Address: _____

Signature: _____

Title: _____

Printed: _____

Date: _____

CERTIFICATION OF COMPLIANCE: AFFIRMATIVE ACTION & NON-DISCRIMINATION

The undersigned Bidder hereby certifies and agrees to the following as a condition of the award of this contract:

1. **Non-Discrimination:** The Bidder shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry, or disability.
2. **Affirmative Action Obligations:** Pursuant to Executive Order 592, the Bidder agrees to undertake "every possible measure" to eliminate the effects of past and present discrimination and to ensure equal opportunity in all facets of employment, including recruitment, hiring, and promotion.
3. **Supplier Diversity:** The Bidder commits to making a "good faith effort" to utilize certified Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Business Enterprises (VBE) as subcontractors or suppliers to meet the goals established by the Supplier Diversity Office (SDO).
4. **Regulatory Compliance:** The Bidder certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
5. **Subcontractor Flow-Down:** The Bidder shall include these non-discrimination and affirmative action provisions in all subcontracts and purchase orders related to this project.

Authorized Signatory: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

CERTIFICATION OF COMPLIANCE: PREVAILING WAGE ACKNOWLEDGEMENT

The undersigned Bidder hereby acknowledges that they have received and reviewed the Prevailing Wage Rate Schedule issued by the Massachusetts Department of Labor Standards (DLS).

The Bidder certifies and agrees to the following:

1. **Wage Compliance:** Pursuant to M.G.L. c. 149, §§ 26 and 27, the Bidder shall pay all mechanics, apprentices, and laborers employed on this project not less than the prevailing wage rates as determined by the Commissioner of the Department of Labor Standards.
2. **Certified Payroll:** The Bidder shall submit weekly Certified Payroll Reports to the South Hadley Electric Light Department for the duration of the contract, as required by M.G.L. c. 149, § 27B.
3. **OSHA 10 Certification:** The Bidder certifies that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the U.S. Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration, as required by M.G.L. c. 30, § 39S.
4. **Posting of Rates:** The Bidder agrees to post the applicable wage rates in a conspicuous place at the work site for the duration of the project.
5. **Penalties:** The Bidder acknowledges that failure to pay the prevailing wage may result in civil and criminal penalties, as well as debarment from future projects in the Commonwealth.

Name of Bidder (Company): _____

Signature of Authorized Officer: _____

Printed Name and Title: _____

Date: _____

Attachment A

RATE SCHEDULES

**SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT
FIBER TO THE PREMISE: ON-CALL SERVICES RATE SCHEDULE
RFP: #2026FTTPOnCall**

Item	Service Category - Unit Pricing After Hours: Monday - Friday 3:00pm - 7:00am; Saturday, Sunday and Holidays	Est. Annual Weeks		Weekly Unit Price		
1	Weekly Rate for Standby On-Call Services ¹	30				
2	Daily Rate for "Spot On-Call" ²					
	Service Category - After Hours Remote and On-Site Technical Support Rates After Hours: Monday - Friday 3:00pm - 7:00am; Saturday, Sundays and Holidays	Est. Annual Hours	Unit	M-F and Saturday Rate	Sunday Rate	Holiday Rate
2	Remote Technical Support ³ : Remote Call to Customer & Update to Service Ticket	75	0.5 hr			
3	On-Premise Technical Support Rates (Call-Out)	100	1 hr			
4	Mobilization Rate On-Premise Technical Support Call Out - Minimum Number of Hours	--	hr			
	Service Category - SHELD Business Hours On-Site Technical Support Rates SHELD Business Hours: Monday - Friday 7:00am - 3:00pm	Est. Annual Hours	Unit	Business Hours Rate		
4	Technical Staff Augmentation - SHELD Standard Business Hours ⁴	96	1 hr			

NOTES:

1. Weekly Rate will secure standby services only. If Called-Out to provide remote or on-site technical support, the hourly rates identified above will go into effect.
2. Daily Rate to support On-Call Services. As needed, outside of planned schedule, to support Staff shortages.
3. Remote Technical Support Calls refer to support provided over the phone to customers.
4. Rate for an On-Site Telecom Tech and Bucket as staff augmentation during SHELD's business hours 7am-3:00pm at Fiberspring Headquarters. If Call-Out extends past end of SHELD standard business hours, applicable after-hour rates will then be applied for hours worked past end of SHELD standard business day end.

CLARIFICATIONS:

- Units & Rates above cannot be pyramided if multiple calls occur during or at the same time.
- Standby On-call coverage shall be provided as outlined in the hours identified above.
- Standby On-Call coverage will exclude SHELD's business hours, weekly rate will still be applicable. SHELD will cover tech support during SHELD's normal business hours
- On-Call Stand-by coverage will include all observed Holidays as outlined in Bidder's submission.

**SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT
 FIBER TO THE PREMISE: ON-CALL SERVICES MISC RATE SCHEDULE
 RFP: #2026FTTPOncall**

Miscellaneous Labor/Equipment Rates	Hourly Rate	OT Hourly Rate	Sunday Hourly Rate	Holiday Hourly Rate
Telecommunications Foreman				
Telecom Tech				
Ground Crew Member /Cable Man/Reel Watch				
Installation Service Van				
Bucket Truck - Maintenance				
Bucket Truck - Construction				
Underground Service Vehicle				
Reel Trailer				
Pickup Truck				
Splicing Lab				
Materials Mark Up %	_____ %			

Attachment B

ORGANIZATIONAL, PERFORMANCE, AND HISTORICAL INFORMATION

ORGANIZATIONAL INFORMATION

Bidders shall answer all questions outlined below and in the required forms. Sample forms are provided, provide as many copies as required.

1. Indicated the number of years Bidder's firm has been in business under its present business name:
2. Indicate all other names by which Bidder's firm has been known and the length of time known by each name, if any:
3. Is Bidder's firm currently certified by the state office of minority and women business assistance (SOMWBA) as an MBE, WBE, or MWBE?
 - If yes, please provide a copy of Bidder's firm's current SOMWBA certificate.
4. Bidder's firm is a: (circle one)
 - Corporation
 - Limited Liability Corporation
 - Sole Proprietorship
 - Partnership
 - Business Trust

If a corporation or LLC, list or enclose the following:

- State of Incorporation:
- Date of Incorporation:

Enclose Bidder's firm's most recent Massachusetts Corporation Annual Report or Massachusetts Foreign Corporation Annual Report if an out of state firm or LLC Annual Report if a Limited Liability Company (LLC). For new applicants, please include Articles of Organization or Massachusetts Foreign Corporation Certificate if an out of state firm or Certificate of Organization if an LLC.

If a sole proprietorship, partnership, or business trust list or enclose the following:

- Name of proprietor, principal partners, or principal officers:
- State in which organized:
- Date business was initiated/organized:
- Type of partnership (e.g., 50/50, etc.):

If a sole proprietorship, include a copy of business certificate as filed with town clerk of town where business is located.

If a partnership, include a copy of business certificate as filed with the town clerk of the city or town where partnership is located. Also, attach a copy of the partnership's articles of information or partnership agreement.

If a business trust, include a copy of declaration of business as filed with the secretary of the Commonwealth.

Experience

Bidders shall provide a listing of all trades in which their firm customarily engages with its own employees.

1. Please identify what percentage of work the Bidder's firm customarily performs with its own employees:

Personnel

Bidders shall provide resumes of all officers, partners, principal individuals, and other key personnel in Bidder's firm. Information must include:

- Educational background
- Construction experience along with trade licenses and certifications (attach copies)
- Number of years with this firm
- Names of all other firms in which the individual now has or has in the past had a financial interest or decision-making responsibility.
- Licenses held - individual and corporate (attach copies)

Bonding, Financial and Workers Compensation

Attach an original letter from Bidder's bonding agent addressed to The South Hadley Electric Light Dept "SHELD", confirming single and aggregate limits and providing name of Surety Company. The single and aggregate limits must be in excess of \$1,000,000. Please note: the surety company must be licensed to issue bonding in the Commonwealth of Massachusetts by the Division of Insurance and must be on the most recent list of approved sureties issued by the United States Department of the Treasury.

At SHELDs request, Bidders shall provide a complete year-ending reviewed or audited statement of financial condition prepared by a certified public accountant (CPA), including balance sheet, income statement, statement of cash flows, notes, and the most recent CPA-prepared mid-year financial statement. Applicants that have parent companies, affiliates, or subsidiaries must provide a stand-alone financial statement that pertains solely to the applicant; in such cases if no CPA-reviewed or CPA-audited financial statement is available, the applicant may provide an in-house generated report, provided it includes a balance sheet, statement of income, and reviewed or audited statement of the parent company.

Attach a copy of Bidder's Workers Compensation Insurance policy or binder and it must indicate the Bidder firm's Experience Modification Rating (EMR).

GENERAL PERFORMANCE INFORMATION

Bidders shall complete the following questionnaires as part of the submission package. Information shall cover the past five years prior to the date of submission of this application.

Bidders who answer **YES** to any question shall provide a complete explanation on a separate page. SHELD reserves the right to request additional details if insufficient information is provided in the complete explanation. Minimum details shall include project name(s), project location(s), names of all parties involved, relevant dates, etc.

General Performance Questions	Yes	No
1. Has Bidder’s firm been terminated on any contract prior to completing a project or has any officer, partner or principal of Bidder’s firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has Bidder’s firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has Bidder’s firm failed or refused to complete any punch list work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has Bidder’s firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in Bidder’s current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has Bidder’s surety taken over or been asked to complete any of Bidder’s work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has a payment or performance bond been invoked against Bidder’s current firm, or has any officer, principal or individual with a financial interest in Bidder’s current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has Bidder’s surety made payment to a materials supplier or other party under Bidder’s payment bond on any contract?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of Bidder’s contracts?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any of Bidder’s subcontractors or suppliers filed litigation or enforced a mechanic’s lien against any property in connection with work performed or materials supplied under any of Bidder’s contracts?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have there been any deaths of an employee or others occurring in connection with any of Bidder’s projects?	<input type="checkbox"/>	<input type="checkbox"/>
11. Has any employee or other person suffered an injury in connection with any of Bidder’s projects resulting in their inability to return to work for a period in excess of one year?	<input type="checkbox"/>	<input type="checkbox"/>

LEGAL OR ADMINISTRATIVE PROCEEDINGS, COMPLIANCE INFORMATION

Please answer the following questions. Information is to cover all judicial and administrative proceedings arising prior to the date of submission of this application.

The term “administrative proceeding” as used in this application for certificate of eligibility includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

If you answer **YES** to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.). SHELD reserves the right to request additional details on complete explanations provided.

Legal or Administrative Proceedings, Compliance Questions	Yes	No
1. Are there any judicial proceedings (other than criminal proceedings) pending or that have been concluded adversely against Bidder’s firm or a principal or officer or anyone with a financial interest in Bidder’s firm relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have any criminal proceedings been brought or have there been any convictions against or plea agreements involving Bidder’s firm or a principal or officer or anyone with a financial interest in Bidder’s firm?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have any judicial or administrative proceedings been brought or concluded adversely or settlement agreements entered against Bidder’s firm or a principal or officer or anyone with a financial interest in Bidder’s firm relating to a violation of state or federal procurement laws arising out of the submission of bids or proposals?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have any judicial or administrative proceedings been brought or concluded adversely or settlement agreements entered against Bidder’s firm or a principal or officer or anyone with a financial interest in Bidder’s firm relating to a violation of state or federal laws regulating campaign contributions?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have any judicial or administrative proceedings been brought or concluded adversely or settlement agreements entered against Bidder’s firm or a principal or officer or anyone with a financial interest in Bidder’s firm relating to a violation of chapter 268A of the Massachusetts General Laws?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have any judicial or administrative proceedings been brought or concluded adversely or settlement agreements entered against Bidder’s firm or a principal or officer or anyone with a financial interest in Bidder’s firm relating to a violation of any state or federal law regulating prevailing wages?	<input type="checkbox"/>	<input type="checkbox"/>

Legal or Administrative Proceedings, Compliance Questions (Cont.)	Yes	No
7. Have any judicial or administrative proceedings been brought or concluded adversely or settlement agreements entered against Bidder's firm or a principal or officer or anyone with a financial interest in Bidder's firm relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, overtime pay, equal pay, child labor or worker's compensation?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have any judicial or administrative proceedings been brought or concluded adversely or settlement agreements entered against Bidder's firm or a principal or officer or anyone with a financial interest in Bidder's firm relating to a violation of any state or federal law prohibiting discrimination in employment?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any judicial or administrative proceedings been brought or concluded adversely or settlement agreements entered against Bidder's firm or a principal or officer or anyone with a financial interest in Bidder's firm relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations or occupational health or safety?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have any proceedings been brought by any municipal, state or federal agency to debar or suspend Bidder's firm or any principal or officer or anyone with a financial interest in Bidder's firm from public contracting?	<input type="checkbox"/>	<input type="checkbox"/>
11. Has Bidder's firm been denied certification, been decertified or debarred for any reason by any municipal, state or federal agency?	<input type="checkbox"/>	<input type="checkbox"/>
12. Has Bidder's firm been fined by OSHA or any municipal, state or federal agency for violations of any laws or regulations related to occupational health or safety? <i>Note: this information may be obtained from OSHA's Web Site at www.osha.gov</i>	<input type="checkbox"/>	<input type="checkbox"/>
13. Has Bidder's firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?	<input type="checkbox"/>	<input type="checkbox"/>

HISTORICAL INFORMATION

Categories of Work

Check all categories of work from the list below for which Bidder has recent documented experience:

- XGS/GPON Troubleshooting/Restoration/Splicing/Testing
- Installation of Fiber Optic Cable
- Hardware and Strand Pole Line
- Underground Construction
- Conduit Construction
- Fiber Optic Cable Pulling or Blown in Conduit
- Fiber Optic Cable Testing and Certification
- Electrical Contractor – Licensed in Massachusetts
- Remote Technical Support/Troubleshooting

For the below sections, Categories of Work refer to categories identified above. If a contract included more than one Category of Work for which Bidder's firm seeks eligibility, and the work was performed by Bidder's firm's own employees, please provide dollar breakdowns attributable to each category of work separately. Attach additional sheets, if necessary.

Highest Value Project

Using the attached form, Bidder's shall provide information on the two highest value single similar contracts completed by Bidder within the past five years.

Projects in Progress

Using the attached form, bidders shall list up to (10) ten of the oldest, similar contracts Bidder's firm has in process on this date that have a value of at least \$25,000.

Completed Projects

Using the attached form, bidders shall list up to (10) ten, similar construction projects having a value of at least at least \$25,000, which Bidder's firm has completed within the past five years. Please use projects other than those provided for on the Highest Value Project Form

Regarding the information provided in sections prior:

1. Is Bidder's firm or any individual who owns, manages or controls Bidder's firm affiliated with any owner, designer or general contractor named in the above experience sections either through a business or family relationship?
2. Are any of the contact persons named in the above experience sections affiliated with Bidder's firm or any individual who owns, manages or controls Bidder's company, either through a business or family relationship?

If you have answered yes to either question, please explain. Attach additional sheets, if necessary.

HIGHEST VALUE PROJECT FORM

PROJECT #1 INFORMARTION

Project Title:

Enter all appropriate Category(s) of Work from previous section that applies and include a breakdown of each Category:

Category 1) _____ : \$ _____

Category 2) _____ : \$ _____

Category 3) _____ : \$ _____

Total Contract Amount: \$ _____

Project Location (City & State): _____

Start / End Dates: _____ Owner: _____

Site Contact: _____ Site Contact #: _____

Address: _____

Email: _____

Construction PM, GC or Engineer: _____

Contact: _____ Contact Number: _____

Address: _____

Email: _____

PROJECT #2 INFORMARTION

Project Title:

Enter all appropriate Category(s) of Work from previous section that applies and include a breakdown of each Category:

Category 1) _____ : \$ _____

Category 2) _____ : \$ _____

Category 3) _____ : \$ _____

Total Contract Amount: \$ _____

Project Location (City & State): _____

Start / End Dates: _____ Owner: _____

Site Contact: _____ Site Contact #: _____

Address: _____

Email: _____

Construction PM, GC or Engineer: _____

Contact: _____ Contact Number: _____

Address: _____

Email: _____

PROJECTS IN PROGRESS FORM

PROJECT INFORMARTION

Project Title:

Enter all appropriate Category(s) of Work from previous section that applies and include a breakdown of each Category:

Category 1) _____ : \$ _____

Category 2) _____ : \$ _____

Category 3) _____ : \$ _____

Total Contract Amount: \$ _____

Project Location (City & State): _____

Start / Expected End Dates: _____ Owner: _____

Site Contact: _____ Site Contact #: _____

Address: _____

Email: _____

Construction PM, GC or Engineer: _____

Contact: _____ Contact Number: _____

Address: _____

Email: _____

PROJECT INFORMARTION

Project Title:

Enter all appropriate Category(s) of Work from previous section that applies and include a breakdown of each Category:

Category 1) _____ : \$ _____

Category 2) _____ : \$ _____

Category 3) _____ : \$ _____

Total Contract Amount: \$ _____

Project Location (City & State): _____

Start / Expected End Dates: _____ Owner: _____

Site Contact: _____ Site Contact #: _____

Address: _____

Email: _____

Construction PM, GC or Engineer: _____

Contact: _____ Contact Number: _____

Address: _____

Email: _____

COMPLETED PROJECTS FORM

PROJECT INFORMARTION

Project Title: _____

Enter all appropriate Category(s) of Work from previous section that applies and include a breakdown of each Category:

Category 1) _____ : \$ _____

Category 2) _____ : \$ _____

Category 3) _____ : \$ _____

Total Contract Amount: \$ _____

Project Location (City & State): _____

Start / End Dates: _____ Owner: _____

Site Contact: _____ Site Contact #: _____

Address: _____

Email: _____

Construction PM, GC or Engineer: _____

Contact: _____ Contact Number: _____

Address: _____

Email: _____

PROJECT INFORMARTION

Project Title: _____

Enter all appropriate Category(s) of Work from previous section that applies and include a breakdown of each Category:

Category 1) _____ : \$ _____

Category 2) _____ : \$ _____

Category 3) _____ : \$ _____

Total Contract Amount: \$ _____

Project Location (City & State): _____

Start / End Dates: _____ Owner: _____

Site Contact: _____ Site Contact #: _____

Address: _____

Email: _____

Construction PM, GC or Engineer: _____

Contact: _____ Contact Number: _____

Address: _____

Email: _____

Attachment C

SHELD STANDARD CONTRACT

RFP #2026FTTPOnCall

STANDARD CONTRACT

**SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT
85 Main Street, South Hadley, MA 01075**

DATE: _____

This Contract is entered into on, or as of, this date by and between

**SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT
AND
INSERT COMPANY NAME HERE**

PROVIDE COMPANY ADDRESS

CONTACT PHONE NUMBER AND EMAIL

hereinafter called the Contractor and South Hadley Electric Light Department (SHELD or Department), a municipal light department.

This is a Contract for the procurement of the following:

Fiber to the Premise (FTTP) On-Call Services

- The Contract price to be paid to the Contractor by the Department is: Negotiated
- Payment will be made as follows: As Negotiated

1. DEFINITIONS:

- a. Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period. The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- b. The Contractor: The “other party” to any Contract with the Department. This term shall (as the sense and particular Contract so require) include Vendor, Proposer, Engineer, Proposer or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used.
- c. Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- d. Goods: Goods, Supplies or Materials.
- e. Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work but does not include one who merely furnishes material not so worked.
- f. Work: The services or materials contracted for, or both.

2. TO BEGIN WORK:

The Contractor shall begin the work on the first scheduled workday following the signing and execution of this contract. Substantial completion of this contract is expected as outlined within the request and this contract may be subject to extensions. The time limits stated in the Contract documents are of the essence of the Contract.

3. STANDARD OF WORK:

All work to be done pursuant to this contract must be completed in a workman-like and professional manner and to the sole satisfaction of Department. In evaluating this standard, the parties shall take into account the fact that South Hadley Electric Light Department is a municipal lighting plant as described in Massachusetts General Laws, Chapter 164, Sections 34 through 69, inclusive. As applicable, Contractor specifically acknowledges that the materials, supplies, equipment, tools, services and all other facilities and things are being sold subject to all implied warranties and warranties imposed by law, including but

not limited to merchantability and fitness for a particular purpose. All work and Contractor responsibilities shall be in accordance with the provisions of this contract and all associated documentation, as applicable.

4. THE CONTRACTOR:

Shall conform to and comply with all the provisions of municipal ordinances, the General Laws of Massachusetts and the United States Code, including but not limited to, Chapters 7, 30, 62C, 11F and 149 of the General Laws of Massachusetts, relating to public works, public buildings and other matters, whenever applicable including the requirements hereinbefore and hereinafter stated.

As applicable, materials or supplies delivered under this Contract must be accompanied by any necessary form relating to toxic or hazardous substances including, but not limited to, Material Safety Data Sheets required by the United States Code or the general laws of Massachusetts. For guidance, the Contractor will use the Massachusetts Substance List (MSL) described in Chapter 111F of the General Laws of Massachusetts and 105 CMR 670.

5. PERMITS AND NOTIFICATIONS:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

6. CHANGES, ALTERATIONS OR ADDITIONS:

The Department may order extra work or may make changes by altering, adding to or deducting from the work, and all changes shall be performed under the conditions of this contract and the Contractor shall have no claim for extra compensation in any case unless, before any change is made or any extra work done or materials furnished, the Department shall have ordered the change or extra work in writing and shall have specified in writing the value of the change to the contract. As applicable, extra work shall be billed to the Department not later than fifteen (15) days after completion of each assignment of additional or changed work. No verbal agreement or conversation with any officer, agent or employee of the Department, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. No officer, agent or employee of the Department shall have any power or authority whatsoever to bind the Department or incur any obligation on its behalf to any subcontractor, material supplier or other person in any manner whatsoever.

Any changes, extensions of time, alternations or additions to this contract made in accordance with its terms or any changes in the work to be performed made in the plans or specifications, shall be deemed to be made under the provisions hereof.

If applicable, any changes, extensions of time, alternations or additions to this contract shall not, as applicable, affect the obligations of the bond or surety thereon; nor shall a failure to give notice of changes, alterations or additions to the surety on said bond affect

the obligation of said surety, all of said notices being waived by the execution by said surety of the bond for the performance of the contract and the payment of all claims relating thereto.

7. SUBJECT TO APPROPRIATION:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Department is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Municipal Light Board. In the absence of appropriation, this Contract shall be immediately terminated without liability for damages, penalties or other charges.

8. SALES TAX EXEMPTION:

The Department is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. All purchases of supplies and materials in relation to the project are therefore tax-exempt. This must be considered when submitting contract prices. A tax-exempt certificate will be provided.

9. STATUTORY COMPLIANCE:

This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B: Uniform Procurement Act

General Laws Chapter 30, Sec. 39, et seq: Public Works Contracts.

General Laws Chapter 149, Section 44A, et seq: Public Buildings Contracts

General Laws Chapter 7C: Designer Selection

- a. Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- b. The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.
- c. The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and

decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in this Contract and associated Contract Documents, for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Department. It shall, at all times, observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Department, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

10. CONFLICT OF INTEREST:

Both the Department and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Department that neither it nor its agents, employees, or subcontractor are thereby in violation of General Laws Chapter 268A.

11. INSURANCE AND INDEMNIFICATION:

The Contractor shall have the following insurance in effect during the term of the contract.

- Professional Liability (Errors and Omission) Coverage of no less than \$1,000,000
- General Liability Coverage of no less than \$1,000,000
- Automobile Liability Coverage of no less than \$1,000,000
- Worker's Compensation and Employers Liability as required by statute.
- Umbrella Policy Coverage of no less than \$5,000,000

Protection shall be, against all claims for injuries and damage to persons or property to the extent such claim arises from Contractor's performance of the work. The Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of benefits under General Laws, Chapter 152, to all persons to be employed under the contract and the Contractor shall continue such insurance in full force and effect during the term of the contract. The Contractor shall furnish Certificates of Insurance naming the Department as an "Additional Insured" showing proof of compliance with this requirement before this contract shall be in effect. All policies shall contain a "Waiver of Subrogation" in favor of the Department. No cancellation of

such insurance whether by the insurer or by the insured shall be valid unless written notice thereof is given by the party proposing cancellation to the other party, and to the Department at least 30 days prior to the intended effective date thereof, which date shall be expressed in said notice. Failure to provide and continue in force such insurance shall be deemed a material breach of contract and shall operate as an immediate termination thereof. Any notice of cancellation shall comply with the requirements of General Laws, Chapter 149, Section 34A.

To the fullest extent provided by law, contractor shall indemnify, defend and hold harmless the Department from any and all claims for contractor negligence or willful misconduct, arising from the Contractor's performance of the work, including without limitation the Department's legal and experts' fees and expenses relating to the investigation, defense and resolution of any and all claims.

12. LIMITATION OF LIABILITY

In no event shall the Contractor's liability arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under this Agreement exceed the total amount paid to the Contractor under this Agreement, whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omissions or otherwise, provided that such limitation of liability shall not apply to the Contractor's indemnity obligations for claims asserted against the Client by third parties for personal injury or tangible property damage caused by the negligence of the Consultant or its employees; except if caused by the gross negligence or willful acts of Contractor or its agents or servants.

Nothing shall be construed as an assumption by the Contractor of the responsibilities or duties of any construction or design. Contractor shall be entitled to rely upon the architect/designer and general contractor (or whoever is performing construction) for the proper performance of their obligations pursuant to their respective contracts with the Owner. Contractor shall be responsible for the Contractor's acts or omissions but shall not have control over acts or omissions of general contractor, subcontractors, or the agents or employees of the general contractor, the architect/designer, consultants, Owner, or other parties not hired by Contractor, if applicable

13. PAYMENTS BY DEPARTMENT:

The Department will pay, and the Contractor will accept in full consideration for the complete performance of this contract, the agreed to values as negotiated.

14. ASSIGN, SUBLET OR TRANSFER:

This contract or the right to receive payment thereunder shall not be assigned, sublet or transferred, in any way, in whole or in part except with the written consent of the Department.

15. TERMINATION:

The Department, on thirty (30) days advance written notice and a fifteen (15) day period for contractor to cure default, may suspend, postpone, abandon or terminate this contract, or any part hereof, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment, or termination may come about for the convenience of the Department or as a result of the Contractor's failure to render to the satisfaction of the Department the services required of him under this contract, including the progress of work under such services. Upon receipt of written notice from the Department that this contract, or any part hereof, is terminated, the Contractor shall immediately cease operation of the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of this contract that may be in his possession or custody, and shall transmit the same to the Department on or before the fifteenth day following the receipt of the above-written notice of termination, together with his evaluation of the cost of the work performed. The Contractor shall be entitled to just and equitable payment in accordance with this contract for any uncompensated work satisfactorily performed prior to such notice.

The Department shall determine the amount of acceptable work performed by the Contractor under this contract. The Department's evaluation shall be used as a basis to determine the amount of compensation due for this work, provided it shall be made in good faith and supported by substantial evidence.

In determining the value of the work performed by the Contractor prior to termination, no consideration will be given to profit, which the Contractor might have reasonably expected to make on the uncompleted portion of the work.

16. WAIVER:

Any waiver by the Department of any violation or omission of any particular item of this contract or the plans or specifications shall be considered, always, only as a waiver of the particular violation or omission and shall not at any time be considered or construed as a waiver of any term of this contract or of any requirement of the plans and specifications. Nor shall any such waiver of any particular violation or omission in any way affect the obligation of the bond and the surety thereon given by the Contractor, as applicable.

17. CONTRACTOR TO PAY:

The Contractor shall pay all claims for labor and materials and for equipment, insurance and all facilities employed in the performance of the contract without delay, and to the fullest extent allowed by law, shall defend, hold harmless and indemnify the Department against any and all such claims and against all claims for injuries or damages to the extent arising out of the performance of the contract and the manner or method in which the work is accomplished, including without limitation the Department's legal and experts' fees and expenses relating to the investigation, defense and resolution of any and all claims.

18. CERTIFICATION OF TAX COMPLIANCE:

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Proposers Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

19. BOND:

If required, this agreement shall not be in force nor shall it have any binding effect until and unless the Contractor furnishes a satisfactory performance and payment surety bonds conforming to the provisions of General Laws, Chapter 149, Section 29 or as outlined in the Contract Documents

20. ARBITRATION:

Any dispute or disagreement between the Department and Contractor arising under this contract shall be submitted to arbitration upon the request of either party, specifying the issue or issues in dispute, and summarizing the party's claim with respect thereto. Copies of any such request shall be served on the opposing party. Within ten (10) days after receipt of such a request, authorized representatives of the Contractor and the Department shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is not accomplished, the Contractor or the Department may request the American Arbitration Association to appoint an arbitrator in accordance with its Commercial Arbitration Rules, which rules shall govern the conduct of the arbitration in the absence of a contrary agreement by the Contractor and the Department. The arbitrator shall conduct a hearing in South Hadley, Massachusetts, and within thirty (30) days thereafter, unless such time is extended by agreement of the parties, shall notify the parties in writing of his decision stating separately findings of fact and determinations of law. The arbitrator shall not have the power to add to or amend the contract. Subject to such limitation, the decision of the arbitrator shall be final and binding on all parties except that either party may petition a court of competent jurisdiction for review of errors of law. The decision of the arbitrator shall determine and specify how the expenses of arbitration shall be allocated between the Department and the Contractor.

21. APPLICABLE LAW:

This agreement is made under and shall be governed by the laws of the Commonwealth of Massachusetts and litigated if at all only by the courts of the Commonwealth.

22. SEVERABILITY:

If any one or more of the terms, provisions, promises, covenants or conditions of this contract shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all other remaining terms and provisions, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. A signed copy of this document shall be as enforceable as a signed original.

23. LEGAL CERTIFICATIONS:

By acceptance of this contract, Contractor certifies that it has complied and will continue to comply with all ordinances, laws and regulations, including but not limited to all Massachusetts tax laws, and that this contract is fully authorized and enforceable against the Contractor.

24. CONSEQUENTIAL DAMAGES

Neither Party shall be liable under or in connection with this Agreement for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue, loss of actual or anticipated profit, loss by reason of delay, increased cost of construction or cost of capital, whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission or otherwise, and each Party hereby releases the other from any such liability.

IN WITNESS WHEREOF,

[Vendor Name, Title] signed this instrument, and South Hadley Electric Light Department has caused the signature of its General Manager, Sean Fitzgerald, to be hereto affixed for SHELD.

IN PRESENCE OF:

_____ By _____ Date _____
Witness

[Vendor Company]
[Signer Name, Title]

_____ By _____ Date _____
Witness

South Hadley Electric Light Department
Sean Fitzgerald, General Manager